
STATE OF ILLINOIS

DEPARTMENT OF TRANSPORTATION



REQUEST FOR PROPOSALS

Highway Beautification Program
07-OPR-558

STATE OF ILLINOIS
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REQUEST FOR PROPOSALS

- ☐ Request for Proposals (RFP)
- ☒ Request for Proposals for Professional & Artistic Services (RFP P&A)

1. INTRODUCTION

- 1.1 PURPOSE:** The Department is requesting offers from responsible vendors to meet the State's needs. A brief description is set forth below for your convenience, with detailed requirements found in Section 4 of the RFP, "Services Required from the Vendor." If you are interested and able to meet these requirements, we would appreciate and welcome an offer.

Upon completion of the RFP process, if you are the selected vendor, you will be expected to enter into a binding contract with the Department. The Contract for Services (the Contract) will follow the format and include the contractual terms as specified in the attached sample Contract for Services.

- 1.2 BACKGROUND:** The State of Illinois Department of Central Management Services (CMS) serves as the central procurement authority for the State of Illinois (the State). Agencies under the Governor utilize the procurement authority of CMS as Chief Procurement Officer to contract for supplies and services necessary for the operations of State government. A Chief Procurement Officer may, in turn, appoint a State Purchasing Officer (SPO) who has independent authority to contract for supplies and services necessary for the operations of State government. The Department or CMS is ultimately responsible for entering into the contract, monitoring performance, receiving the benefits derived under the contract, and making payments under the contract.

Please read the RFP and Contract form and submit your Offer in accordance with Section 5 of the RFP, "Instructions for Preparing and Submitting Offers."

If you have any questions, please contact the RFP Contact identified in Section 3 of the RFP, "Key Information about this RFP."

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1.3 SUMMARY OF SERVICES REQUIRED:

1.3.1 Brief Description:

The Department seeks to partner with a Vendor for the management, maintenance and expansion of the First Lady's Wildflower Program, as part of an overall Highway Beautification Program (Program). The Program will include, but not be limited to, solicitation of sponsors for the existing state wildflower locations, as well as potential Program expansion including new locations. The Vendor will provide for the maintenance of the existing locations, as well as for the installation and maintenance of any new locations.

1.3.2 Section 20-50 Waiver:

A waiver was granted to Adopt-a-Highway Maintenance Corporation by the Department of Central Management Services allowing them to bid on this solicitation. The waiver affirms that Adopt-a-Highway Maintenance Corporation did not appear to have gained any distinct advantage as a result of commenting on a draft specification for this RFP. The waiver requires that their comments be made available to interested parties to review as a part of their preparation of a response to the Highway Beautification RFP. The comments are attached as a separate PDF file in the posting notice of this RFP solicitation, on the Illinois Procurement Bulletin.

2. DEFINITIONS

Whenever used in this RFP, Contract, or amendment, including schedules and exhibits to this RFP or Contract, the following terms will have the meanings defined below.

Any objections or questions regarding the definitions should be raised with the Department during the RFP process.

- 2.1 Acceptance:** the point in time when the product or equipment has been fully installed and operates in compliance with the Department's order and the Contract, or the State otherwise indicates acceptance in writing.
- 2.2 Affiliates:** any person, firm, corporation (including, without limitation, service corporation and professional corporation), partnership (including, without limitation, general partnership, limited partnership and limited liability partnership), limited liability company, joint venture, business trust, association or other entity that now or in the future directly or indirectly controls, is controlled by, or is under common control with Vendor.
- 2.3 Department:** the agency, board, department or commission of State government responsible for entering into the Contract, monitoring performance, receiving the benefits derived from the Contract and making payments under the Contract.
- 2.4 Change of Control:** any transaction or combination of transactions as a result of which (a) ownership of a vendor changes, (b) the sale or transfer of fifty percent (50%) or more of the beneficial ownership occurs or, (c) the divestiture, in whole or in part, of the business unit or division of a party that is obligated to produce the products and services occurs.
- 2.5 CMS:** the State of Illinois Department of Central Management Services and any successor organizations.
- 2.6 Code:** the Illinois Procurement Code, 30 ILCS 500/1-5 et seq. Unofficial versions of the Code and Standard Procurement Rules (44 Ill. Adm. Code 1), which are applicable to this procurement, may be viewed at <http://www.purchase.state.il.us/>.
- 2.7 Contract:** the "Contract for Services" included with the State's Request for Proposals.

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- 2.8 Confidential Information:** any material, data, or information disclosed by either Party to the other that, pursuant to agreement of the parties or the State's grant of a proper request for confidentiality, is not generally known by or disclosed to the public or to Third Parties including, without limitation: (a) all materials, know-how, processes, trade secrets, manuals, confidential reports, services rendered by State, financial, technical and operational information, and other matters relating to the operation of a Party's business; (b) all information and materials relating to Third Party vendors of State that have provided any part of State's information or communications infrastructure to State; (c) software; and (d) any other information that the Parties agree should be kept confidential. See also subsection 7.2.7 of Section 7 of this RFP, "Public Records and Requests for Confidential Treatment."
- 2.9 Filing:** where applicable, an instrument or document submitted to a regulatory body for review and approval to allow the Vendor(s) to make the Services contained therein available for consumption.
- 2.10 ILCS:** Illinois Compiled Statutes. An unofficial version of the ILCS can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>.
- 2.11 Offer:** the Offer consists of the Technical Proposal, Price Proposal, and all required forms and certifications—completed, signed, and returned by the Vendor.
- 2.12 Offer Firm Time:** offers shall remain firm and unaltered after opening for the number of days shown. An Offer may be accepted, subject to successful contract negotiations, at any time during the Offer Firm Time.
- 2.13 Order:** any written request from CMS or an Department for services and/or products and/or equipment pursuant to this Contract.
- 2.14 Parties:** the State of Illinois and the Vendor.
- 2.15 Performance Guarantee:** the Vendor's commitment to place some or all of its fee at risk contingent upon the Department's satisfaction with the work to be performed.
- 2.16 Professional & Artistic Services:** those services provided under contract to a State Agency by a person or business, acting as an independent contractor, qualified by education, experience and technical ability including, without limitation, installation, implementation, integration, custom programming, conversion, training, consulting and any other similar services that may be provided by Vendor(s) independently or in conjunction with a Third Party hereunder.
- 2.17 RFP/RFP P&A:** the State's Request for Proposals (Professional & Artistic Services, if applicable).
- 2.18 Responses:** when used in association with the term "RFP" refer to the Vendor's(s') replies, clarifications, revisions, and additions to the State's Request for Proposals.
- 2.19 Security:** the Vendor may be required to provide offer security (e.g., bond, cashier's check, money order or irrevocable letter of credit) with the Offer and performance security within ten (10) days of acceptance of the Offer unless a different time is specified herein. Security shall be in the form of a bond unless otherwise agreed. In the event a bond is used, a surety licensed to do business in Illinois must issue the bond on a form acceptable to the Department. The security shall be forfeited if the selected Vendor withdraws its Offer before the expiration of the Offer Firm Time or after the Department issues a Notice of Intent to Award, does not honor the terms in its Offer, or does not negotiate contract terms in good faith. Security submitted by Vendors will be returned when the Offers expire, are rejected, or the Department enters into a contract with the successful Vendor, whichever is earliest.

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- 2.20 State:** the State of Illinois, as represented through any agency, department, board, or commission.
- 2.21 State Facility:** any facility, site or location owned, managed, controlled or operated by the State.
- 2.22 State Liaison:** when applicable, the CMS employee who shall act as a centralized liaison between Vendor(s) and Department with respect to all matters relating to the administration of this Contract.
- 2.23 Third Party:** any entity other than the Department, Vendor(s), or any of their respective Affiliates.

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3. KEY INFORMATION ABOUT THIS RFP

3.1 REFERENCE NUMBER: 07-OPR-558

3.2 RFP CONTACT: The RFP Contact, identified below, is the sole point of contact regarding the RFP from the date of issuance until selection of the successful Vendor.

Colleen Caton
Illinois Department of Transportation
Bureau of Business Services
2300 South Dirksen Parkway, Room 302
Springfield, IL 62764
Telephone: 217/524-3507
TDD : 217/524-4875
Fax: 217/782-3409
E-mail: colleen.caton@illinois.gov

3.3 QUESTIONS: Please direct all questions (and requests for American Disabilities Act accommodations) to the RFP Contact. Do not discuss this RFP with any person other than the Project Contact. Questions received less than seven calendar days prior to the due date and time may be answered at the discretion of the Department. When the answer to a question regarding the RFP may result in a material change to the RFP, we will respond in writing. In that case, we will either send the answer to all eligible recipients of the RFP or post the answer in the Illinois Procurement Bulletin, which may be viewed at <http://www.purchase.state.il.us/>. Only written answers to questions will be binding on the State.

3.4 SUBMISSION DEADLINE AND PROCUREMENT TIMETABLE: The following dates are set forth for informational and planning purposes; however, the Department reserves the right to change the dates.

Issue RFP	February 8, 2007
Due Date and Time for Offers	April 1, 2007 at 1:00 pm Prevailing Time
Opening Date and Time	April 1, 2007 at 1:00 pm Prevailing Time
Anticipated Announcement of Successful Vendor	May 15, 2007

3.5 VENDOR CONFERENCE: A Vendor Conference will be held on **February 28, 2007 at 1:00 p.m. (prevailing time) at the Department of Transportation, in the third floor, Executive Conference Room. The Department is located at 2300 South Dirksen Parkway, Springfield, IL 62764.** Attendance at the Vendor Conference is **mandatory**. The purpose of the Vendor Conference is to discuss with prospective Vendors the work to be performed and allow prospective Vendors an opportunity to ask questions regarding the RFP. Oral discussions at the Vendor Conference will not be considered part of the RFP unless confirmed in writing by the Department and incorporated into this RFP. The conference may be recorded. Questions asked at the conference that cannot be adequately answered during the conference may be deferred. A copy of the questions and answers will be posted on the Illinois Procurement Bulletin, which may be viewed at <http://www.purchase.state.il.us/>.

3.6 NUMBER OF COPIES: Submit a signed original and eight (8) copies of the Offer in a sealed envelope or container. (Pricing must be sealed separately from the technical portion of your proposal.)

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3.7 SUBMIT OFFERS TO:

Illinois Department of Transportation
Attn.: Bill Grunloh
Bureau of Business Services
2300 South Dirksen Parkway, Room 302
Springfield, Illinois 62764

Label: Attached to this RFP are two container Cover Sheets, one to label your Technical Proposal container and a second to label your Price Proposal container. Please complete and use the appropriate cover sheet to label your Offer containers. Please make additional copies of the cover sheet(s) for multiple containers.

3.8 OPENING: The State will open all offers that are submitted in a proper and timely manner, and will record the names and other information specified by law and rule. All offers become the property of the State and will not be returned except in the case of a late submission. Offers will be opened at the address below:

Illinois Department of Transportation
Bureau of Business Services
2300 South Dirksen Parkway, Room 301
Springfield, Illinois 62764

3.9 BID BONDS OR OTHER SECURITY: NOT APPLICABLE

3.10 OFFER FIRM TIME:

90 Days from Opening

3.11 PROTEST REVIEW OFFICE:

Illinois Department of Transportation	Telephone: 217/782-2730
Mark Windsor	Fax: 217/785-3076
2300 South Dirksen Parkway, Room 302	TDD: 217/524-4875
Springfield, Illinois 62764	

3.12 SMALL BUSINESS SET-ASIDE: ☐ Yes ☒ No. If "Yes" is marked this has been set-aside for award to small businesses in Illinois (30 ILCS 500/45-45). A small business (including affiliates) has annual sales for its most recently completed fiscal year less than (1) \$10,000,000 for a wholesaler; (2) \$6,000,000 for a retailer or business selling services; (3) \$10,000,000 for a construction business; and (4) must have less than 250 employees if a manufacturer. For complete requirements, contact the CMS Small Business Specialist at 866-ILL-BUYS, TDD 800-526-0844.

4. SERVICES REQUIRED FROM THE VENDOR

The Department will detail the specific requirements and needs for which the Contract is to address. This section will include the Department's needs, goals and requirements as well as any other specifications. This information should be used by the Vendor to prepare its Offer and will also constitute the terms of the Contract.

4.1. Need for Services

The Department seeks to partner with a Vendor for the management, maintenance and expansion of the First Lady's Wildflower Program, as part of an overall Highway Beautification Program (Program). The selected Vendor will be responsible for working with public/private organizations to secure funding for the management, maintenance, and expansion of the Program, which includes fifty-six (56) existing wildflower locations (Gateway and Community) throughout Illinois (see Attachment M).

4.2. Goals and Objectives

The goal of the Program is to solicit public/private sponsorships for the purpose of maintaining the existing wildflower locations, as well as expansion of the Program.

4.3. Services Required

The Department seeks a Vendor to solicit public/private sponsorships for the purpose of maintaining the existing wildflower locations, as well as expansion of the Program. Existing wildflower locations include both Gateway sites and Community sites. Gateway sites are located on the roadsides at the major entry points to Illinois and Community sites are located along roadsides in local communities across the state. Maintenance activities at the Gateway and Community locations will include, but not be limited to, development and Department approval of planting and maintenance plans; weed removal, plant care (new or existing plantings); securing and installing plant materials; layout of planting areas; supervision of planting; and, litter removal.

The Gateway locations require a higher level of maintenance participation on the part of the Vendor since they are presently maintained by Department staff. The Community locations are maintained, by permit, with local units of government. Local units of government participation may include the use of volunteer groups. The Vendor and/or their subcontractor will be required to continue coordination with local units of government: which shall include the continued involvement of local volunteer groups and the development of additional volunteer participation.

The Vendor, and/or their subcontractors, is prohibited from using power machinery to accomplish the requirements of this contract.

4.3.1 The Vendor shall provide a Statewide Program Coordinator to conduct the day-to-day management of the Program. The Vendor also agrees to provide a minimum of five (5) Regional Coordinators, reporting to the Statewide Program Coordinator, who will perform their duties on-site from within each of the Department's five (5) Highway Regions (see Attachment N). The Regional Coordinators will be available to State and local partners on a day-to-day basis, to conduct business.

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- 4.3.2 Program work will be confined to permitted locations along highways under the Department's and local units of government jurisdiction. Current wildflower locations listed on Attachment M shall be included in the Program. Program expansion shall be as outlined in 4.3.3.
- 4.3.3 The vendor shall submit new, proposed locations to be included in the Program for approval by the Department. The Department reserves the right to disapprove or modify new locations for any cause including, but not limited to, planned highway improvements and other safety considerations.
- 4.3.4 The Department will develop a standardized permit for the Program which will cover work under the Program. Permits will be issued to the vendor performing work for Program sponsors at locations approved by the Department.
- 4.3.5 The Program will be managed by the vendor who will administer and account for all associated receipts and disbursements directly related to the operation of the Program and will participate with the Department and/or local agencies, in decisions affecting the Program. The Department retains final decision-making authority for the Program.
- 4.3.6 The vendor will solicit and receive applications from interested public/private organizations that wish to participate in the Program as sponsors. Final determination and approval of all applicants will be made by the Department and a written approval will be issued.
- 4.3.7 The vendor agrees that all subcontractors used for the Program will be pre-qualified by the Department for the particular type of work specified in the permit, issued by the Department. Volunteers will be permitted to perform work on the local highway system in connection with the Program and encouraged to do so.
- 4.3.8 Subcontractors will comply with all requirements in permits issued for the Program.
- 4.3.9 Acknowledgement signs shall be in conformance with the Manual on Uniform Traffic Control Devices (MUTCD) published by the Federal Highway Administration (FHWA) and with FHWA Policy Memorandum "Optional Use of Acknowledgment Signs on Highway Rights-of-Way" dated August 10, 2005. The design, size, mounting, location and number of signs shall meet the approval of both the Department and the Federal Highway Administration.
- 4.3.10 It is understood that acknowledgement signs will: (1) have uniform characteristics, including insert panels to include the logos and stylized lettering; (2) cannot include any product name, address or other contact information for the sponsoring group; (3) cannot have any florescent, neon, reflective, or day-glow surface or lettering; and, (4) may not be lighted.

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- 4.3.11 **Vendor agrees to abide by all Department safety rules and procedures and the appropriate work zone traffic control standards for operation of the Program.**

4.4. Milestones and Deliverables

- 4.4.1 Contract execution through the first 90 days - initial identification and solicitation of potential sponsors and subcontractors
- 4.4.2 Within 90 days after execution - report submitted to the Department for review and approval, regarding status of 4.4.1
- 4.4.3 Within 30 days of Department approval of status report - vendor shall initiate development of sponsorship and subcontractor agreements
- 4.4.4 Within 30 days of Department approval of proposed sponsors and subcontractors - vendor shall execute agreements
- 4.4.5 Within 180 days of execution - vendor shall begin initial implementation of approved maintenance plans for existing locations and implementation of approved new locations.

4.5. Reporting, Status and Monitoring Specifications

4.5.1 Contract Monitoring

- 4.5.1.1 Vendors are responsible for the faithful performance of the contract and shall have internal monitoring procedures and processes to ensure compliance.
- 4.5.1.2 The State reserves the right to monitor and track Vendor's performance over the course of the contract including any warranty term. The information gathered may be used in administration of the contract including payment, and may be used when evaluating the vendor in future procurements.
- 4.5.1.3 In appropriate circumstances, the State and the Vendor will work together to develop a performance scorecard with conditions, milestones, requirements, or timetables that must be met before additional steps may be taken, or payment is due. The scorecard may additionally record matters related to price, service, quality and other factors deemed important.
- 4.5.1.4 The Vendor shall cooperate with the State in this monitoring and tracking activity, which may require that vendor report progress and problems (with proposed resolutions), provide records of its performance, allow random inspections of its facilities, participate in scheduled meetings and provide management reports as requested by the State.
- 4.5.1.5 The State expects to have quality vendors who are willing to work with us during the term of the contract to provide us with better quality at the same price, or to provide the same quality at a lower price. We may consider, in future procurement evaluations, a vendor that successfully provides better quality or price.
- 4.5.1.6 The Vendor is responsible for monthly maintenance reviews of all locations with Department and local participation. Maintenance reviews will include completion of a report regarding the appearance of all locations with recommendations for actions needed.

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4.6. Staffing Specifications

See Section 4.3

4.7. Where Services are to be Performed

4.7.1 See Section 4.3

4.7.2 Work Location Disclosure: Vendor shall disclose the location where the services required shall be performed. If at multiple locations, the known or anticipated value of the services performed at each location shall be identified.

This information and economic impact on Illinois and its residents may be considered in the evaluation.

If any work identified for performance in the United States is moved to another country, such action may be deemed a breach of the contract.

4.8. Other Specifications

See Section 4.3

4.9. Term of Contract

The term of this CONTRACT shall commence **Upon Execution** and terminate on **April 30, 2010**. All services contracted for prior to the termination date must be completed and invoiced to the DEPARTMENT within 45 calendar days of the termination date.

4.9.1 Renewal

This contract may be renewed for a period not to exceed **two, three-year periods** upon written agreement of both parties. Such renewal must be executed prior to the expiration of the current contract term.

4.9.2 Escalation

Not Applicable

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5. INSTRUCTIONS FOR PREPARING AND SUBMITTING OFFERS

5.1 GENERAL INSTRUCTIONS:

- 5.1.1 These instructions prescribe the format and content of the Offer. They are designed to facilitate a fair and uniform review process. Failure to adhere to this format will affect our evaluation and may result in disqualification of the Offer.
- 5.1.2 The response--completed, signed and returned--will constitute the Offer. A signed original and the designated number of copies of each Offer are required (see Section 3 of the RFP, "Key Information about this RFP"). Failure to submit the required number of copies may prevent the Offer from being evaluated within the allotted time.
- 5.1.3 Your Offer must provide all information requested and must address all points. **Suggested exceptions to requirements and contract modifications, while allowed, are discouraged. The Department is under no obligation to accept exceptions or modifications suggested by the Vendor (or any Third Parties/subcontractors), and any exceptions or modifications will affect our evaluation and may result in rejection.** If the Vendor (or any Third Parties/subcontractors) does wish to suggest exceptions or modifications, all such exceptions or modifications must be submitted with the Offer. Offers, including suggested exceptions to requirements and contract modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. The State may require that offers be submitted in electronic form. All terms to which the Vendor does not suggest an exception or modification will be deemed by the Department as having been accepted by the Vendor. Suggested exceptions or modifications shall be made by the Vendor (or any Third Parties/subcontractors) on the relevant page containing the language to be modified or the requirement to which an exception is proposed. If the suggested changes cannot reasonably be made on the relevant page, the Vendor may include specific, suggested exceptions or modifications referencing specific paragraphs of the RFP or Sample Contract for Services on separate pages, and shall attach those pages to the Offer as addenda.
- 5.1.4 The Offer is divided into two parts: (1) the Technical Proposal and (2) the Price Proposal. The Offer must be submitted in a sealed envelope or container, with the Price Proposal under separate cover in a separate, sealed envelope or container in the Offer container. If multiple envelopes or containers for each Offer are used, the envelopes or containers must be numbered in the following fashion: 1 of 4, 2 of 4, etc. The envelopes or containers must be labeled with the following information: Department's Name and Address, RFP Title and Reference Number, Due Date and Time and Vendor's Name and Address.
- 5.1.5 If the Vendor designates any information in its Offer as confidential, the Vendor must also submit one (1) copy of the Offer from which confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Offer as possible.
- 5.1.6 Offers must not contain promotional or display materials.
- 5.1.7 Attachments must be referenced in the Offer.

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5.2 TECHNICAL PROPOSAL: The following documents and responses will be included in the Technical Proposal **and tabbed as such in the order given below:**

5.2.1 TRANSMITTAL LETTER: An individual authorized to legally bind the Vendor must sign the transmittal letter. The person who signs the transmittal letter will be considered the contact person for all matters pertaining to the Offer unless the Vendor designates another person in writing. The letter must include the Vendor's mailing address, e-mail address, fax number and telephone number.

Any request for confidential treatment of information must be included in the transmittal letter in addition to the specific statutory basis supporting the request, an explanation of why disclosure of the information is not in the best interest of the public, and the specific basis under Section 7 of the Illinois Freedom of Information Act (5 ILCS 140/7) for the exemption from disclosure of such information. The transmittal letter must also contain the name, address and telephone number of the individual authorized to respond to the Department about the confidential nature of the information.

5.2.2 TABLE OF CONTENTS: The Vendor must include a table of contents in its Offer. Offers must be page numbered sequentially from front to back.

5.2.3 EXECUTIVE SUMMARY: The Vendor must prepare an Executive Summary and overview of the services it is offering including all of the following information:

5.2.3.1 Statements that demonstrate that the Vendor understands the services as specified in Section 4 of the RFP, "Services Required from the Vendor" and agrees with Section 4 of the Sample Contract for Services, "Terms and Conditions."

5.2.3.2 An overview of the Vendor's plans for the Highway Beautification Program.

5.2.3.3 A demonstration of the Vendor's knowledge of Highway Beautification.

5.2.4 TECHNICAL APPROACH (PLAN TO ADDRESS THE SERVICES REQUIRED FROM THE VENDOR): The Vendor must provide a detailed description of how the Vendor plans to approach each service requirement as expressed by the Department in Section 4 of the RFP, "Services Required from the Vendor." Offers must be fully responsive to each service requirement. Offers must identify any deviations from the stated requirements or requirements that the Vendor cannot satisfy. Any deviations from the stated requirements or any requirements that the Vendor cannot satisfy will affect the evaluation of the Offer and may disqualify the Vendor.

5.2.5 TECHNICAL EXPERIENCE: The Vendor must provide the following information regarding its experience:

5.2.5.1 Number of years experience with providing types of services specified in Section 4 of the RFP, "Services Required from the Vendor."

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5.2.5.2 Describe the level of technical experience in providing the types of services specified in Section 4 of the RFP, "Services Required from the Vendor."

5.2.5.3 List all services and other relevant experience similar to those specified in Section 4 of the RFP, "Services Required from the Vendor" that the Vendor has provided to other businesses or governmental entities.

5.2.6 PERSONNEL: The Vendor must provide resumes for all key personnel, including the project manager, who will be involved in providing the services contemplated by this RFP. Resumes must include the full name, education background, and years of experience and employment history particularly as it relates to the scope of services specified herein.

5.2.7 FINANCIAL CAPACITY INFORMATION: Submit end of year financial statements for the last 3 years. Vendor may also be required to provide additional financial information upon request.

5.2.8 CHANGES TO THE RFP: If the Department issues any changes (including amendments or addenda) to this RFP, these changes must be signed by an individual authorized to legally bind the Vendor and included in the Technical Proposal.

5.2.9 STATE FORMS REQUIRED OF THE VENDOR:

The Vendor is required to complete and submit all forms listed below as part of the Offer. It is important to note that this section references State forms that the Vendor must complete as part of the procurement process and does not serve as an opportunity for Vendors to insert their own forms.

- Attachment A – Qualification Form
- Attachment B – Business and Directory Information
- Attachment C – References
- Attachment D – Department of Human Rights (DHR) Public Contract Number
- Attachment E – Minority, Female, Person with Disability Status & Subcontracting
- Attachment F – Conflicts of Interest Disclosures
- Attachment G – Taxpayer Identification Number
- Attachment H – Information Regarding Terminations, Litigation & Debarment
- Attachment I - Domestic Products
- Attachment J - Designation of Confidential and Proprietary Information
- Attachment K - Subcontractors
- Attachment L - Work Location Disclosure
- Attachment M - Wildflower Locations
- Attachment N - Roadside Maintenance Contacts

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Attachment A - Qualification Form

The undersigned authorized representative of Vendor submits the following and hereafter attached Qualification Information to the AGENCY with the understanding that the AGENCY will use and rely upon the accuracy and currency of the information in the evaluation of Vendor's Offer to the Department.

VENDOR (Official Name and D/B/A)

Signature

Date

Printed Name

Title

Address

City/State

Zip Code

Telephone

Facsimile

E-mail

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Attachment B - Business and Directory Information

(a)	Name of Business (Official Name and D/B/A)
(b)	Business Headquarters (include Address, Telephone and Facsimile)
(c)	If a Division or Subsidiary of another organization provide the name and address of the parent
(d)	Billing Address
(e)	Name of Chief Executive Officer
(f)	Customer Contact (include Name, Title, Address, Telephone, Toll-Free Number, Facsimile and E-mail)
(g)	Company Web Site
(h)	Type of Organization (i.e., Sole Proprietor, Corporation, Partnership, etc. -- should be the same as on the Taxpayer ID form below)
(i)	Length of Time in Business
(j)	Annual Sales (for most recently completed Fiscal Year)
(k)	Number of Full-Time Employees (average from most recent Fiscal Year)
(l)	Type of and description of business
(m)	State of incorporation, state of formation or state of organization
(n)	Identify and specify the location(s) and telephone numbers of the major offices and other facilities that relate to the Vendor's performance under the terms of this RFP.
(o)	Identify the Vendor's accounting firm
(p)	The successful Vendor will be required to register to do business in Illinois. If already registered, provide the date of the Vendor's registration to do business in Illinois and the name of the Vendor's registered agent in the State.

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Attachment C – References

Provide references from established firms or government agencies, (four preferred; two of each type preferred) other than the procuring agency, that can attest to your experience and ability to perform the contract subject of this RFP.

(1) Firm/Government Agency (Name):	Contact Person Name: Address: Phone: E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:	
(2) Firm/Government Agency (Name):	Contact Person Name: Address: Phone: E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:	
(3) Firm/Government Agency (Name):	Contact Person Name: Address: Phone: E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:	
(4) Firm/Government Agency (Name):	Contact Person Name: Address: Phone: E-mail Address:
Types of Supplies/Services Provided and Dates Provided/Contracted:	

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Attachment D - Department of Human Rights (DHR) Public Contract Number

If Vendor has employed fifteen (15) or more full-time employees at any time during the 365-day period immediately preceding the publication of this RFP in the Illinois Procurement Bulletin (or issuance date if not published), then Vendor must have a current Public Contract Number or have proof of having submitted a completed application for one prior to the offer opening date. If the Agency cannot confirm compliance, it will not be able to consider the bid or offer. Please complete the appropriate sections below.

Name of Company (and D/B/A): _____

DHR Public Contracts Number: _____

Date of Expiration: _____

_____(check if applicable) The number is not required as the company has employed 14 or less full-time employees during the 365-day period immediately preceding the publication of this RFP in the Illinois Procurement Bulletin (or issuance date if not published).

IF NUMBER HAS NOT YET BEEN ISSUED:

Date Completed Application was submitted to DHR: _____

NOTICE:

Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current DHR number as a condition of contract eligibility (44 IL Adm. Code 750.210(a)).

Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998, are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 90000-00-0.

IF YOUR ORGANIZATION HOLDS AN EXPIRED NUMBER, YOU MUST RE-REGISTER WITH DHR.

Bidder/Vendor may obtain an application form by:

1. **Telephone:** Call the DHR Public Contracts unit between Monday and Friday, 8:30 a.m. to 5:00 p.m. CST, at (312) 814-2431
2. **Internet:** Download the form from the Internet at http://www.state.il.us/cms/1_selling/vendfrms.htm. In the Purchasing area of CMS home page, click the "Download Vendor Forms" line.
3. **Mail:** Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, Illinois 60601.

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Attachment E - Minority, Female, Person with Disability Status and Subcontracting

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) (30 ILCS 57511) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. While you must complete this form, your response will not be considered in the evaluation. A listing of certified businesses may be obtained from the Department of Central Management Services' Business Enterprise Program for Minorities, Females and Persons with Disabilities by calling 312/814-4190 (Voice & TDD), 800/356-9206 (Toll Free), or 800/526-0844 (Illinois Relay Center for Hearing Impaired).

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

Is your company at least 51% owned and controlled by individuals in one or more of the following categories? Yes _____ No _____

If "Yes" check each that applies:

Category:

Minority _____

Female _____

Person with Disability _____

Disadvantaged _____

If "Yes," please identify, by checking the applicable blanks, which agency certified the business and in what category:

Certifying Agency:

Department of Central Management Services _____

Women's Business Development Center _____

Chicago Minority Business Development Council _____

Illinois Department of Transportation _____

Other (please identify): _____

Category:

Minority _____

Female _____

Person with Disability _____

Disadvantaged _____

If you are not a certified BEP business, do you have a written policy or goal regarding contracting or subcontracting with BEP certified vendors? Yes _____ (attach copy) No _____

If "No," will you make a commitment to contact BEP certified vendors and consider them for subcontracting opportunities on this contract? Yes _____ No _____

Do you plan on ordering supplies or services in furtherance of this contract from BEP certified vendors? Yes _____ No _____

If "Yes," please identify what you plan to order, the estimated value as a percentage of your total Offer, and the names of the BEP certified vendors you plan to use.

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Attachment F - Conflicts of Interest Disclosures

Instructions. The Illinois Procurement Code requires that Vendors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflict of interest information that is specified below (30 ILCS 500/50-13 and 50-35 (a)(b)(h)).

Vendor shall disclose the financial interest, potential conflict of interest and contract information identified in Sections 1, 2, 3, and 4 below as a condition of receiving an award or contract. Please submit this information along with your bid or offer.

Section 1 applies to all contracts regardless of dollar amount. In addition, you must complete Sections 2, 3, and 4 for contracts with an annual value exceeding \$10,000 that must be procured using one of the authorized competitive methods of source selection.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures (Sections 2, 3, and 4) must be made by the Vendor and the parent. For purposes of this form, a parent organization is any entity that owns 100% of the Vendor.

When determining ownership or distributive income shares, use the most current information that you consider reliable, but in no event for a period before your last completed fiscal period.

A designee may submit this form on behalf of the Vendor (or its parent). However, that person must have verified the information with each affected individual.

Vendor Information

This disclosure information is submitted on behalf of (show official name of Vendor, and if applicable, D/B/A and parent):

Name of Vendor:
D/B/A (if used):
Name of any Parent Organization:
Address:
Contact Person: Name: Title: Address: Telephone/Fax:

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Section 1: Section 50-13 Conflicts of Interest

(a) Prohibition. It is unlawful for any person holding an elective office in this State holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of State government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois **[\$90,414.60]**, or who is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor **(\$150,691.00)**, to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor **[\$301,382.00]**, to have or acquire any such contract or direct pecuniary interest therein.

(d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.

(e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 days after the officer, member, or employee takes office or is employed.

(f) Exceptions.

(i) Public aid payments. This Section does not apply to payments made for a public aid recipient.

(ii) Teaching. This Section does not apply to a contract for personal services as a teacher or school administrator between a member of the General Assembly or his or her spouse, or a State officer or employee or his or her spouse, and any school district, public community college district, or State University.

(iii) Ministerial duties. This Section does not apply to a contract for personal services of a wholly ministerial character, including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist, or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly.

(iv) Child and family services. This Section does not apply to payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.

(v) Licensed professionals. Contracts with licensed professionals provided they are competitively bid or part of a reimbursement program for specific, customary goods and

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services through the departments of Children and Family Services, Human Services, Public Aid, Public Health, or Aging.

CHECK ONE:

_____ No Conflicts Of Interest

_____ Potential Conflict of Interest *(If checked, name each conflicted individual, the nature of the conflict, and the name of the State agency that is associated directly or indirectly with the conflicted individual.)*

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Section 2: Disclosure of Financial Interest in the Vendor

All vendors, except for publicly traded corporations subject to SEC reporting requirements and privately held corporations with more than 400 shareholders, must complete subsection (a) below. Publicly traded corporations may complete subsection (b) and privately held corporations with more than 400 shareholders may complete subsection (c) in lieu of completing subsection (a).

(a) General disclosure. For each individual having any of the following financial interests in the vendor (or its parent), please mark each that apply and show the applicable name and address. Then complete Sections 3 and 4. If no individual has any of the following financial interests in the vendor (or its parent), check this blank _____, skip Section 3, but complete Section 4.

Ownership exceeding 5% (_____) ☐
Ownership value exceeding \$90,414.60 (_____) ☐
Distributive Income Share exceeding 5% (_____) ☐
Distributive Income Share exceeding \$90,414.60 (_____) ☐

Name: _____
Address: _____

For each individual identified above, show the dollar value of the ownership interest:
\$ _____ or the proportionate share of the ownership interest: _____% and the type
of ownership/distributable income share:

Sole Proprietorship _____
Stock _____
Partnership _____
Other (explain) _____

**For partnerships with more than 50 but fewer than 400 partners, the proportionate share of ownership interest of each individual identified above may be shown in the following ranges:*

1% _____
1 up to 2% _____
2 up to 3% _____
3 up to 4% _____
4 up to 5% _____
and in additional 1% increments as appropriate _____%

For partnerships with more than 400 partners, the proportionate share of ownership may be shown in the following ranges:

0.5% or less _____
>0.5 to 1.0% _____
>1.0 to 1.5% _____
and as appropriate in additional 0.5 increments _____%

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(b) Publicly traded corporations subject to SEC reporting requirements. These Vendors may submit their 10k disclosure (*include proxy if referenced in 10k*) in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections **50-35 a** and **b** of the Procurement Code. An SEC 20f or 40f, supplemented with the names of those owning in excess of 5% and up to the ownership percentages disclosed in those submissions, may be accepted as being substantially equivalent to 10k. Vendor may skip Section 3 of this form, but must complete Section 4.

Check here if submitting a 10k _____, 20f _____, or 40f _____.

(c) Privately held corporations with more than 400 shareholders. These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections **50-35 a** and **b** of the Procurement Code. Vendor may skip Section 3 of this form, but must complete Section 4.

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Section 3: Disclosure of Potential Conflicts of Interest

For each individual having the level of financial interest identified in Section 2(a) above, indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at end of this Section 3 (attach additional pages as necessary).

- (a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Identify contracts with the VENDOR in Section 4. Yes ____ No ____
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ____ No ____
- (c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ____ No ____
- (d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ____ No ____
- (e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ____ No ____
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ____ No ____
- (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ____ No ____
- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ____ No ____
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ____ No ____
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ____ No ____

Explanation of potential conflicts of interest:

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Section 4: Current and Pending Contracts and Offers (bids and proposals)

(a) VENDOR shall identify each contract it has with other units of State of Illinois government by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary). Show "none" if appropriate.

(b) VENDOR shall identify whether it has pending contracts (including leases), bids, proposals, or other ongoing procurement relationships with other units of State of Illinois government by showing agency name and other descriptive information such as bid or project number (attach additional pages as necessary). Show "none" if appropriate.

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Attachment G - Taxpayer Identification Number

I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Name (Printed): _____

Taxpayer Identification Number:

Social Security Number _____
or
Employer Identification Number _____

Legal Status (check one):

- | | |
|--|--|
| _____ Individual | _____ Governmental |
| _____ Sole Proprietorship | _____ Nonresident alien |
| _____ Partnership/Legal Corporation | _____ Estate or Trust |
| _____ Tax-exempt | _____ Pharmacy (non-corporate) |
| _____ Corporation providing or
billing medical and /or
health care services | _____ Pharmacy/Funeral Home/Cemetery (Corp.) |
| _____ Corporation NOT providing
or billing medical and / or
health care services | _____ Other _____ |

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Attachment H - Information Regarding Terminations, Litigation and Debarment

The Department requests that the Vendor provide the following information:

1. During the last five (5) years, has the Vendor had a contract for services terminated for any reason? If so, provide full details related to the termination.
2. During the last five (5) years, describe any damages or penalties or anything of value traded or given up by the Vendor under any of its existing or past contracts as it relates to services performed that are similar to the services contemplated by this RFP and the resulting Contract. If so, indicate the reason for the penalty or exchange of property or services and the estimated amount of the cost of that incident to the Vendor.
3. During the last five (5) years, describe any order, judgment or decree of any Federal or State authority barring, suspending or otherwise limiting the right of the Vendor to engage in any business, practice or activity.
4. During the last five (5) years, list and summarize pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect the ability of the Vendor to perform the required services. The Vendor must also state whether it or any owners, officers, or primary partners have ever been convicted of a felony. Failure to disclose these matters may result in rejection of the bid Offer or in termination of any subsequent contract. This is a continuing disclosure requirement. Any such matter commencing after submission of a bid Offer, and with respect to the successful Vendor after the execution of a contract, must be disclosed in a timely manner in a written statement to the Agency.
5. During the last five (5) years, have any irregularities been discovered in any of the accounts maintained by the Vendor on behalf of others? If so, describe the circumstances of irregularities or variances and disposition of resolving the irregularities or variances.

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Attachment I - Domestic Products

You may be eligible for a preference when we evaluate your response to this solicitation if your product is manufactured in the United States.

The Procurement of Domestic Products Act (30 ILCS 517) states: "Manufactured in the United States means, in the case of assembled articles, materials, or supplies, that design, final assembly, processing, packaging, testing or other process that adds value, quality, or reliability occurs in the United States."

If, after reading the cited Act, you made the following certification, we will, as necessary, investigate the claim and consider applying the allowable preference set forth in the Standard Procurement Rules (44 Ill. Adm. Code 1.4575).

I certify the following product of products bid or proposed in response to this solicitation meet the requirements of the Procurement of Domestic Products Act:

Check and complete as applicable:

_____ All products

_____ The following line item (list by number or description, if no line number)

Company Name _____

Authorized Representative Signature _____

Type or Print Name _____

Date _____

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Attachment J - Designation of Confidential and Proprietary Information

The attached material submitted in response to Bid / Proposal # _____ includes confidential and proprietary information which qualifies as a trade secret or is otherwise material that can be kept confidential under the Illinois Freedom of Information Act. As such, we ask that certain pages, as indicated below, of the bid / proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids / proposals are opened, and therefore cannot be kept confidential.

We request that the following pages not be released:

Section	Page #	Topic

In the event the designation of confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to hold the State harmless for any costs or damages arising out of the State's agreeing to withhold the materials.

Failure to include this form in the bid / proposal response may mean that all information provided as part of the bid / proposal response will be open to examination and copying. The State considers other makings of confidential in the bid / proposal document to be insufficient. The undersigned agrees to hold the State harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name _____

Authorized Representative Signature _____

Type or Print Name _____

Date _____

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Attachment K - Subcontractors

Vendor shall identify the names and addresses of all subcontractors utilized by Vendor in the performance of this Contract, together with the anticipated amount of money that each subcontractor is expected to receive pursuant to this Contract. The State may request updated information at any time.

For purposes of this section, subcontractors are those specifically hired to perform all or part of the work of this contract or to provide the supplies requested by the State.

Subcontractor Name

Amount to be paid

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Company Name _____

Authorized Representative Signature _____

Type or Print Name _____

Date _____

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Attachment L - Work Location Disclosure

Vendor shall disclose the location where the services required shall be performed. If at multiple locations, the known or anticipated value of the services performed at each location shall be identified.

This information and economic impact on Illinois and its residents may be considered in the evaluation.

If the selected vendor receives additional consideration in the evaluation based on work being performed in the United States, the resulting contract shall contain a provision that any shift in such work outside the United States may be considered a breach of contract.

1. Location where services will be performed _____
Value of services performed at this location _____
2. Location where services will be performed _____
Value of services performed at this location _____
3. Location where services will be performed _____
Value of services performed at this location _____
4. Location where services will be performed _____
Value of services performed at this location _____
5. Location where services will be performed _____
Value of services performed at this location _____
6. Location where services will be performed _____
Value of services performed at this location _____

Attach additional sheet if necessary

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Attachment M – Wildflower Site Locations

2003-2004 Community Locations			
Location	Status	Region / District	
Bloomington		R3D5	
Carbondale	Construction 100% Complete	R5D9	
Champaign	Construction 100% Complete	R3D5	
Collinsville	Construction 100% Complete	R5D8	
Decatur	Construction 100% Complete	R4D7	
Effingham	Construction 100% Complete	R4D7	
Galena	Construction 100% Complete	R2D2	
Galesburg US 34 @ Main St.	Construction 100% Complete	R3D4	
Harrisburg	Construction 69% Complete	R5D9	
Kankakee	Construction 100% Complete	R2D3	
LaSalle	Phase 1 Complete, Phase 2 (2007)	R2D3	
Macomb US 67 N/O Macomb	Construction 100% Complete	R3D4	
Mt. Vernon	Construction 100% Complete	R5D9	
Normal		R3D5	
Peoria US 24 @ I-474	Construction 100% Complete	R3D4	
Quincy	Construction 100% Complete	R4D6	
Rockford	Construction 100% Complete	R2D2	
Springfield	Construction 100% Complete	R4D6	
Urbana	Construction 100% Complete	R3D5	
West Frankfort	Construction 100% Complete	R5D9	
2003-2004 Gateway Locations			
Location	Status		
I-94/US 41 @ State Line	Construction 100% Completed	R1D1	10 acres
I-80/I-57	Construction 100% Completed	R1D1	10 acres
I-90 State Line	Construction 100% Completed	R2D2	2.5 acres
US 20	Construction 100% Completed	R2D2	2.2 acres
I-80/I-88	Construction 100% Completed	R2D2	6 acres

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I-74/IL 5	Construction 100% Completed	R2D2	1.5 acres
US 34 @ Gulfport @ Mellinor	Construction 100% Completed	R3D4	10 acres
I-74 & Lynch Road	Construction 100% Completed	R3D4	1.7 acres
I-70 & US 40	Construction 100% Completed	R4D7	1.8 acres
I-72 @ State Line	Construction 100% Completed	R4D6	5 acres
I-55 Sangamon Avenue	Construction 100% Completed	R4D6	2 acres
I-64 @ State Line	Construction 100% Completed	R5D8	10 acres
I-270/IL 3	Construction 100% Completed	R5D8	7 acres
I-255/IL 3	Construction 100% Completed	R5D8	5.4 acres
I-24/US 45	Construction 100% Completed	R5D9	7 acres
I-57/IL 3	Construction 100% Completed	R5D9	5 acres
I-55/US 53 Weigh Station	Construction 100% Completed	R1D1	
			10 acres
2004-2005 Community Locations			
Location	Status		
Danville	Construction 100% Complete	R3D5	
Eldorado	Construction 100% Complete	R5D9	
Elgin	Construction 100% Complete	R1D1	
Mattoon	Phase 1 Complete, Phase 2 (2007)	R4D7	
Moline	Construction 100% Complete	R2D2	
O'Fallon	Construction 100% Complete	R5D8	10.2 acres
Olney	Phase 1 Complete, Phase 2 (2007)	R4D7	
Princeton	Construction 100% Complete	R2D3	
Rantoul	Construction 100% Complete	R3D5	
Sterling	Construction 100% Complete	R2D2	
Sugar Grove	Construction 100% Complete	R1D1	
2004-2005 Gateway Locations			
Location	Status		
US 30/IN Line	Construction 100% Completed	R1D1	1 acre
I-80/IL 43	Construction 100% Completed	R1D1	10 acres
I-55 @ US 52	Construction 100% Completed	R1D1	10 acres
US 24/US 52 @ State Line	Construction 100% Completed	R2D3	7 acres

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US 50/IL 33	Construction 100% Completed	R4D7	10 acres
I-255/I-270	Construction 100% Completed	R5D8	60 acres
I-57/I-24	Construction 100% Completed	R5D9	10 acres

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ATTACHMENT N – ROADSIDE MAINTENANCE CONTACTS

ILLINOIS DEPARTMENT OF TRANSPORTATION District and Central Office Roadside Maintenance Contacts

Region 1

District 1

Rick Wanner
201 West Center Court
Schaumburg, Illinois 60196-1096
Phone: 847/705-4172
Rick.Wanner@illinois.gov

Region 2

District 2

Richard Maggi
819 Depot Avenue
Dixon, Illinois 61021-5404
Phone: 815/284-5404
Richard.Maggi@illinois.gov

District 3

Kathy Cindrich
700 East Norris Drive
P. O. Box 697
Ottawa, Illinois 61350-0697
Phone: 815/434-8445
Kathy.Cindrich@illinois.gov

Region 3

District 4

Jim Alwill
401 Main Street
Peoria, Illinois 61602-0610
Phone: 309/671-4484
Jim.Alwill@illinois.gov

DISTRICT 5

Richard Mullen
13473 Il Hwy. 133
P. O. Box 610
Paris, Illinois 61944-4181
Phone: 217/465-4181
Richard.Mullen@illinois.gov

Region 4

District 6

Sean Stinnett
126 East Ash Street
Springfield, Illinois 62704-4766
Phone: 217/785-5305
Sean.Stinnett@illinois.gov

District 7

Tom Wilson
400 West Wabash
Effingham, Illinois 62401-2699
Phone: 217/342-5270
Tom.Wilson@illinois.gov

Region 5

District 8

Ron Chlopek
1102 Eastport Plaza Drive
Collinsville, Illinois 62234-6198
Phone: 618/346-3286
Ron.Chlopek@illinois.gov

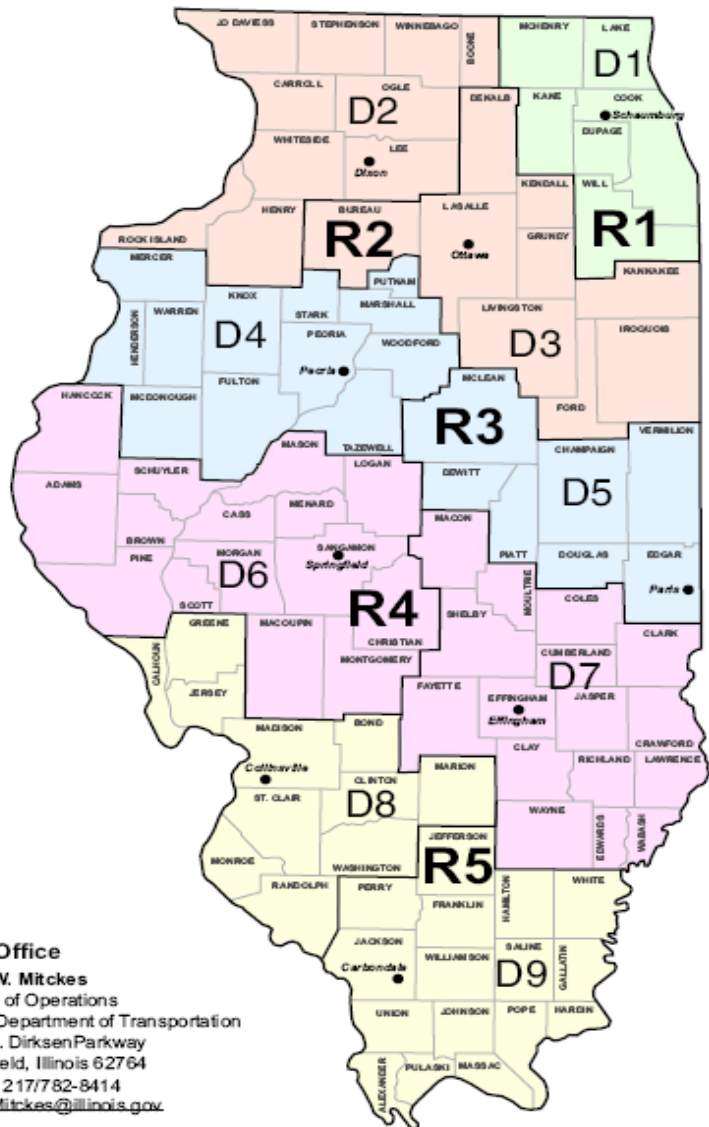
District 9

Glenn McLernon
State Transportation Building
P. O. Box 100
Carbondale, Illinois 62903-0100
Phone: 618/549-2171
Glenn.McLernon@illinois.gov

Central Office

Craig W. Mitckes
Bureau of Operations
Illinois Department of Transportation
2300 S. Dirksen Parkway
Springfield, Illinois 62764
Phone: 217/782-8414
Craig.Mitckes@illinois.gov

Matthew Sunderland
Bureau of Design & Environment
Illinois Department of Transportation
2300 S. Dirksen Parkway
Springfield, Illinois 62764
Phone: 217/557-9035
Matthew.Sunderland@illinois.gov



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5.3 CONCESSION:

It is the intent of the Department to operate this Program at no cost to the state. Operational costs for management of the Program, maintenance of the wildflower locations, and expansion of the Program will be provided by the Vendor, through public/private Program sponsorships, secured by the Vendor on behalf of the Department.

The Vendor shall expend a minimum of 80% of all Program sponsorship funds received, for the management of the Program, maintenance of the wildflower locations, and expansion of the Program. The Vendor may offer a percentage greater than 80% (see below) which is included as part of the evaluation criteria.

CONCESSION TOTAL _____% (minimum 80%)

SUBMITTED BY:

Vendor Name: _____

Project Title/Number: Highway Beautification Program, 07-OPR-558

Monthly financial statements indicating gross receipts and disbursements for management of the Program, maintenance of the wildflower locations, and expansion of the Program must be submitted to the Department by the 15th day of the month, following a completed month of operation. Each report will include information on Program sponsors, including the amount of sponsorship provided for the Program and the location(s) sponsored.

The term (timeframe) of sponsorships must coincide with the term of any contract resulting from this RFP, as well as any subsequent renewals provided herein.

5.3.1 Expenses: This contract does not allow for reimbursement of any expense incurred by vendor, including but not limited to telephone or other communications device, postage, copying, travel, transportation, lodging, food and per diem.

5.3.2 Tax Exemption: The Department's Illinois tax exemption number is E9986-2522-05. Federal tax exemption information is available upon request to the ordering Department.

5.3.3 Accounting. The Vendor shall be responsible for utilizing the appropriate provisions contained in Title 48, Code of Federal Regulations, subpart 31, as amended (Contract Cost Principles and Procedures) with respect to all costs associated with supplies and/or services the Vendor provides to the Department pursuant to the terms of this contract. The Vendor shall also maintain a proper accounting system in accordance with generally accepted accounting standards or Department directives.

Information regarding the cost principles in Title 48, Code of Federal Regulations, subpart 31 (Contract Cost Principles and Procedures) may be viewed at the following website:

http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/31.htm#P0_0

STATE OF ILLINOIS
REQUEST FOR PROPOSALS

6. HOW WE WILL EVALUATE OFFERS

6.1 EVALUATION STEPS: The evaluation and award process will consist of the following:

- 6.1.1 Review of the offers to assess compliance with mandatory administration requirements.
- 6.1.2 Detailed evaluation of mandatory service requirements and proposed services, programs, and solutions.
- 6.1.3 Clarifications, discussions, and presentations (if determined necessary by the Evaluation Committee). Best and Final Offers may be included in this step or at later stages of the evaluation process.
- 6.1.4 Scoring of Technical Proposals.
- 6.1.5 Scoring of Price Proposals (except for Requests for Proposals for Professional & Artistic Services; see Section 6.3.3.4 of the RFP).
- 6.1.6 Integration of the Technical Proposal score and the Price Proposal score into an Evaluation Committee recommendation to management.
- 6.1.7 Access the Illinois Office of the Comptroller's Offset System as part of the process to determine if the vendor (and any known sub-contractors) who submitted the offer to be recommended for award has an unsatisfied delinquent debt with the State. If delinquent debt is discovered, the selected vendors' offer may be found to be non-responsive. This step does not relieve any vendor from satisfying any debt owed to the State.
- 6.1.8 Award decision by management.
- 6.1.9 If we select your Offer for award, we will post the notice to the Illinois Procurement Bulletin and may send you written notice. This notice will extend the Offer Firm Time until we sign a contract or determine negotiations with you have failed. Receipt or posting of a notice of award is not equivalent to a contract with the State. Protested awards are subject to resolution of the protest.

6.2 EVALUATION COMMITTEE: The Department intends to conduct a comprehensive, fair and impartial evaluation of offers received in response to this RFP. The Department will use an Evaluation Committee to review and evaluate the offers.

6.3 EVALUATION CRITERIA: We evaluate four categories of information: administrative compliance, Vendor responsibility, responsiveness and price. All offers, regardless of the type of RFP, must meet the following administrative and responsibility criteria.

6.3.1 Evaluation of Administrative Compliance: The Department will determine whether the Offer complied with Section 5 of the RFP, "Instructions for Preparing and Submitting Offers." We must reject your Offer if you submit it late. Failure to meet other requirements will affect our evaluation and may result in rejection.

6.3.2 Evaluation of Vendor Responsibility: The Department will determine whether the Vendor submitting the Offer is one with whom the State can or should do business. Factors that may be evaluated to determine "responsibility" include, but are not limited to: certifications, conflict of interest disclosures, taxpayer identification number, past performance,

references (including those found outside the Offer), compliance with applicable laws, financial stability and the perceived ability to perform completely as specified.

A Vendor 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. Any failure to supply information and our determination of the quality of the information will affect our evaluation and may result in rejection.

6.3.3 Evaluation of Responsiveness and Price: A point ranking system or other evaluation methods are tools the Department often, but not always, uses to aid it in the evaluation process. The Department reserves the right to use its discretion to eliminate offers that are deemed unacceptable.

We will determine how well offers satisfy Section 4 of the RFP, "Services Required from the Vendor" in terms of "responsiveness" to the requirements. We 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. References may be considered again in this portion of the evaluation.

We will determine whether any failure to supply information, or the quality of the information, will result in rejection or downgrading the offer. Vendors who do not rank sufficiently high need not be considered for price evaluation and award.

The "responsible" offeror whose offer meets "administrative" requirements and minimum requirements will be eligible for award consideration. If we do not consider the price submitted in response to the RFP to be fair and reasonable and that price cannot be negotiated to an acceptable level, we reserve the right to award to the next highest ranked Vendor. We will determine whether the price is fair and reasonable by considering the Offer, including the Vendor's qualifications, the Vendor's reputation, all prices submitted, other known prices, the project budget and other relevant factors. The point evaluation system is described below:

6.3.3.1 The total number of points for "responsiveness" is 700.

6.3.3.2 Vendors who do not receive 400 of the total "responsiveness" points need not be considered for award.

6.3.3.3 The elements of responsiveness that will be evaluated and their relative weights are:

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6.3.3.4

<u>Elements</u>	<u>Weight</u>
Capability and Experience of the Vendor 1. Vendor qualifications	<u>250</u>
Technical Ability and Methodology 1. Proposed approach	<u>250</u>
Resources 1. Concession offer from vendor	<u>200</u>

6.3.3.5

The maximum number of points is 700

6.3.3.6

Alternative Evaluation: If three or fewer Offers are received, the Offers may be evaluated using simple comparative analysis of the elements of responsiveness instead of any announced method of evaluation (such as points).

7. ILLINOIS PROCUREMENT NOTICES AND REQUIREMENTS

7.1 NOTICES AND REQUIREMENTS FOR THIS RFP:

7.1.1 ILLINOIS PROCUREMENT BULLETIN: The Department publishes in the electronic Illinois Procurement Bulletin (Supplies and Services Edition) various procurement information including Notices of Procurement Opportunities and Notices of Award. Procurement information may not be available in any other form or location. The Vendor may register to view and download procurement information at <http://www.purchase.state.il.us/>. The Vendor is responsible for monitoring the Illinois Procurement Bulletin and the Department cannot be held responsible if you fail to receive the optional e-mail notices.

7.1.2 NON-DISCRIMINATION POLICY: In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the United States Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not unlawfully discriminate in employment, contracts, or any other activity.

7.1.3 RESPONSIBILITY TO READ AND UNDERSTAND: Failure to read, examine and understand the RFP will not excuse any failure to comply with the requirements of the RFP or any resulting contract, nor will such failure be a basis for claiming additional compensation. If you suspect an error, omission or discrepancy in this RFP, you must immediately notify the RFP Contact listed in Section 3.2 of the RFP. The Department will issue written instructions, if appropriate.

7.1.4 AMENDMENTS TO THE RFP: The Department reserves the right to amend the RFP at any time. The Vendor must acknowledge receipt of an amendment in its Offer with the signature of an individual legally authorized to legally bind the Vendor. If the amendment occurs after the closing date for receipt of Offers, the Department may, in its sole discretion, allow Vendors to amend their Offers in response to the Department's amendment if necessary.

7.2 NOTICES AND REQUIREMENTS OF THE OFFER:

7.2.1 SUBMISSION OF OFFER: You may mail or hand-deliver Offers. We do not allow computer, fax, or other electronic submissions unless otherwise authorized. We must actually receive submissions as specified. It will not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are State of Illinois local times. You must allow adequate time to accommodate all security screenings prior to delivery at the delivery site.

7.2.2 MODIFICATION/WITHDRAWAL OF OFFER: Written requests to modify the Offer received by the State prior to the scheduled opening time will be accepted and the modifications will be made after opening. Written requests to withdraw the Offer received by the State prior to the scheduled opening time will be honored. No oral requests for either modification or withdrawal will be allowed. Requests must be addressed and labeled in the same manner as the Offer and marked as a MODIFICATION or WITHDRAWAL of the offer.

7.2.3 LATE DELIVERY: We will not consider Offers received at the designated submission location after the stated due date and time.

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- 7.2.4 BEST AND FINAL:** We may request best and final offers if deemed necessary and will determine the scope and subject of any best and final request. However, you should not expect that we will ask for best and finals to give you an opportunity to strengthen your Offer. Therefore, you must submit your best offer based on the terms and conditions set forth in this RFP.
- 7.2.5 RESERVATIONS:** We reserve the right to reject all Offers; to reject individual Offers for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; and to waive minor defects. We may seek clarification of the Offer from you at any time, and failure to respond is cause for rejection. Clarification is not an opportunity to change the Offer. Submission of an Offer confers on you no right to an award or to a subsequent contract. The RFP process is for the State's benefit only and is to provide the State with competitive information to assist in the selection process. All decisions on compliance, evaluation, terms and conditions will be made solely at our discretion and made to favor the State.
- 7.2.6 COST OF PREPARATION:** We are not responsible for and will not pay any costs associated with the preparation and submission of your Offer.
- 7.2.7 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:** The Department may treat all information submitted by a Vendor as public information following the conclusion of the selection process unless the Vendor properly requests that information be treated as confidential at the time the Offer was submitted. All information submitted is subject to the Illinois Freedom of Information Act ("IFOIA") (5 ILCS 140), the Code, and other applicable laws and rules.

Vendors are encouraged to familiarize themselves with the IFOIA and the Code before submitting an Offer. The Department will copy public records as required to comply with the public records laws. Any request for confidential treatment of information must be included on Attachment J with the Vendor's Offer. The Vendor must enumerate the specific grounds in the IFOIA, the Code, or other applicable law which support treatment of the material as exempt from disclosure and explain why disclosure is not in the best interest of the public. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the Vendor to respond to any inquiries by the Department concerning the confidential status of the materials.

Any Offer submitted which contains confidential information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. Identification of the entire Offer as confidential may be deemed non-responsive and disqualify the Vendor. If the Vendor designates any portion of the RFP as confidential, the Vendor must submit one copy of the Offer from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in Section 3 of the RFP, "Key Information about this RFP." The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Offer as possible.

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The Department will treat as confidential the information marked confidential. In the event the Department receives a request for information marked confidential, it will give the Vendor written notice five (5) calendar days prior to the release of the information to allow the Vendor to seek injunctive relief pursuant to the IFOIA or the Code. Absent the granting of such relief, the Department shall release the information ten (10) calendar days after the information request. The Vendor's failure to request confidential treatment of material will be deemed by the Department as a waiver of any right to confidentiality which the Vendor may have had.

Upon award, the name of the successful Vendor and price as well as sufficient information from that Offer will be made available to the public to allow for meaningful review and protest regardless of any claim of exemption. After award, we will disclose only the name of the unsuccessful Offerors. Any release of information is governed by the IFOIA, the Code and any other applicable law or statute.

7.2.8 DOWNGRADING OR DISQUALIFICATION: The following are cause for downgrading or disqualification of the Offer, depending on the circumstances:

- 7.2.8.1 The Vendor fails to deliver the Offer by the due date and time.
- 7.2.8.2 The Vendor fails to deliver the Price Proposal in a separate envelope or container.
- 7.2.8.3 The Vendor fails to meet one or more requirements of the RFP.
- 7.2.8.4 The Vendor's Offer materially changes one or more requirements of the RFP.
- 7.2.8.5 The Vendor's Offer limits the rights of the Department.
- 7.2.8.6 The Vendor fails to include information necessary to substantiate that it will be able to meet a Required Service. A response of "will comply" or merely repeating the Required Service is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the Required Services are not sufficient.
- 7.2.8.7 The Vendor fails to respond to the Department's request for information, documents, or references.
- 7.2.8.8 The Vendor fails to include a bid bond or performance security (if required).
- 7.2.8.9 The Vendor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested in this RFP.
- 7.2.8.10 The Vendor initiates unauthorized contact regarding the RFP with state employees.
- 7.2.8.11 The Vendor provides misleading or inaccurate responses.

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7.2.8.12 The Vendor fails to attend a mandatory Vendor's Conference.

7.2.9 NONMATERIAL AND MATERIAL VARIANCES: The Department reserves the right to waive or permit cure of nonmaterial variances in the Offer if it is in the Department's best interest to do so. "Nonmaterial variances" include minor informalities that do not affect responsiveness; that are merely a matter of form or format; that do not prejudice other vendors; that do not change the meaning or scope of the RFP; or that do not reflect a material change in Section 4 of the RFP, "Services Required from the Vendor." In the event the Department waives or permits cure of nonmaterial variances, such waiver or cure will not modify the RFP requirements or excuse the Vendor from full compliance with RFP specifications or other contract requirements if the Vendor is awarded the contract. The determination of materiality is in the sole discretion of the Department.

7.2.10 VERIFICATION OF OFFER CONTENTS: The content of an Offer submitted by a Vendor is subject to verification. Misleading or inaccurate responses will result in disqualification.

7.2.11 PRESENTATIONS: Vendors may be required to make a presentation of the Offer. The presentation may occur at the Department's offices or at the offices of the Vendor. The determination as to need for presentations, the content, the location, order, and schedule of the presentations is at the sole discretion of the Department. The presentation may include slides, graphics and other media selected by the Vendor to illustrate the Vendor's Offer. The presentation will not materially change the information contained in the Offer.

7.2.12 RESTRICTIONS ON GIFTS AND ACTIVITIES: The Code and the State Officials and Employees Ethics Act ("the Act") (**5 ILCS 430**) restrict gifts which may be given or received by State employees and require certain individuals to disclose information concerning their activities with State government. Vendors are responsible for determining the applicability of the Code and the Act and any other legal requirements to their activities and to comply with those requirements. In addition, under Illinois law, it is a felony offense to bribe or attempt to bribe a public official.

7.3 NOTICES AND REQUIREMENTS OF THE VENDOR FIRM:

7.3.1 PUBLIC CONTRACTS NUMBER: Vendors with 15 or more employees must have a Public Contracts Number issued by (or completed application submitted to) the Illinois Department of Human Rights (DHR) prior to the opening date. Contact DHR at (312) 814-2431.

7.3.2 OUT OF STATE COMPANIES: Please contact the Illinois Secretary of State ((217) 782-1834) regarding a Certificate of Authority to Transact Business in Illinois. Application Form BCA 13.15 may be downloaded from http://www.cyberdriveillinois.com/departments/business_services/publications_and_forms/bca.html. It is entirely the Vendor's responsibility to determine whether the Vendor is required to obtain a Certificate of Authority to Transact Business in Illinois, and if so to obtain that Certificate via the filing of the required form and payment of any required fees and taxes.

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7.3.3 VENDOR SUSPENSION: Any Vendor may be suspended for violation of the Code or for failure to conform to specifications or terms of delivery. Suspension will be for cause and may be for a period of up to the maximum provided by law at the discretion of the applicable chief procurement officer. Vendors may be debarred in accordance with the Code and the rules promulgated by the chief procurement officer or as otherwise provided by law (30 ILCS 500/50-65).

7.3.4 EMPLOYMENT TAX CREDITS: Vendors who hire qualified veterans may be eligible for tax credits. Any vendor receiving a tax credit pursuant to this Act must report to the Department of Central Management Services the number of individuals hired for whom tax credits are received. This information is due by August 31 of each year and is to cover the previous 12 months (July-June). A similar credit is available when hiring certain ex-offenders. (See the Act or 30 ILCS 500/45/67 and 45-70 for additional information.)

7.4 NOTICES AND REQUIREMENTS FOR THE REVIEW AND EVALUATION OF OFFERS:

7.4.1 INFORMATION FROM OTHER SOURCES: The Department reserves the right to obtain and consider information from other sources concerning a Vendor, such as the Vendor's capability and performance under other contracts.

7.4.2 CRIMINAL HISTORY AND BACKGROUND INVESTIGATION: The Department reserves the right to conduct criminal history and other background investigation of the Vendor, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the Vendor for the performance of the contract.

7.4.3 OFFER CLARIFICATION PROCESS: The Department reserves the right to contact a Vendor after the submission of an Offer for the purpose of clarifying an Offer to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the Vendor has provided goods or services to the Department or any other political subdivision wherever located, or requests for corrective pages in the Vendor's Offer. The Department will not consider information received if the information materially alters the content of the Offer or alters the type of goods and services the Vendor is offering to the Department. An individual authorized to legally bind the Vendor must sign responses to any request for clarification. Responses must be submitted to the Department within the time specified in the request. Failure to comply with requests for additional information may result in rejection of the Offer as noncompliant.

7.4.4 DISPOSITION OF OFFERS: Ordinarily, all Offers become the property of the Department and will not be returned to the Vendor. Those Offers will be in the public domain and will be open to inspection by interested parties, subject to exceptions provided in the IFOIA, the Code, or other applicable law.

7.4.5. COPYRIGHTS: By submitting an Offer, the Vendor agrees that the Department may copy the Offer for purposes of facilitating the evaluation of the Offer or to respond to requests for public records. The Vendor consents to such copying by submitting an Offer and warrants that such copying will not violate the rights of any third party. The Department will

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have the right to use ideas or adaptations of ideas that are presented in the Offers.

- 7.4.6. RELEASE OF CLAIMS:** By submitting an Offer, the Vendor agrees that it will not bring any claim or cause of action against the Department based on any misunderstanding concerning the information provided herein or concerning the Department's failure, negligent or otherwise, to provide the Vendor with pertinent information as intended by this RFP.

7.5 NOTICES AND REQUIREMENTS FOR AWARD AND PROTESTS:

- 7.5.1 NOTICE OF AWARD:** The Department will publish Notice of Award in the electronic Illinois Procurement Bulletin (Supplies and Services Edition). Notice of Award information may not be available in any other form or location. The Vendor may register to view and download procurement information at <http://www.purchase.state.il.us/>.

- 7.5.2 PROTESTS:** READ THIS CAREFULLY FOR NEW REQUIREMENTS. (Complete requirements can be found at 44 Ill. Adm. Code 1.5550.)

You must submit protests to the Protest Review Office identified in this document. Do not submit it to any other person or address.

You must protest anything in the Bulletin posting or the solicitation document within seven (7) calendar days of the posting and it must be in our hands by that deadline.

You must protest the award by noon of the seventh (7th) calendar day following posting to the bulletin and it must be in our hands by that deadline.

The protest must contain the following as a minimum:

- 7.5.2.1 the name and address of the protestor;
- 7.5.2.2 appropriate identification of the procurement and, if a contract has been executed, it's contract number;
- 7.5.2.3 a statement of reasons for the protest specifically identifying any alleged violation of the Illinois Procurement Code or other law, any associated rules, or the solicitation itself, including the evaluation or award; and
- 7.5.2.4 supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time, in which case, the expected availability date shall be indicated.

It is not sufficient to simply state that you are protesting, that your product is better or the winning bid is not in the best interests of the State. We must have detailed reasons to support the protest. Failure to do so may result in your protest being denied.

7.6 NOTICES AND REQUIREMENTS FOR CONTRACTS RESULTING FROM THE RFP:

- 7.6.1 CONTRACT NEGOTIATIONS:** Vendors must be prepared for the Department to accept the Offer as submitted, but contract negotiations may be necessary or desirable, at the State's sole option. If negotiations

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do not result in an acceptable agreement, the Department may reject the Offer or revoke the award and may begin negotiations with another vendor. Final contract terms must be approved or signed by the appropriately authorized State official(s).

- 7.6.2 COMMENCEMENT OF WORK:** If you begin any billable work prior to the State's final approval and execution of the contract, you do so at your own risk.
- 7.6.3 DEFINITION OF CONTRACT:** The Contract for Services included with this RFP, along with any amendments or addenda, will constitute the written Contract between the successful Vendor and the Department. The full execution of this written Contract will constitute the making of a Contract for Services and no Vendor will acquire any legal or equitable rights relative to the contract services until the Contract has been fully executed by the successful Vendor and the Department.
- 7.6.4 CHOICE OF LAW AND FORUM:** This RFP and the resulting contract are to be governed by the laws of the State of Illinois. Changes in applicable laws and rules may affect the award process or the resulting contract. Vendors are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this RFP will be brought in the appropriate Illinois forum.
- 7.6.5 NO MINIMUM GUARANTEED:** The Department anticipates that the selected Vendor will provide services as requested by the Department. The Department will not guarantee any minimum compensation will be paid to the Vendor or any minimum usage of the Vendor's services.

END OF REQUEST FOR PROPOSAL

STATE OF ILLINOIS
REQUEST FOR PROPOSALS

This form is to be affixed to the sealed envelope/container containing a

SEALED
TECHNICAL PROPOSAL

Illinois Department of Transportation

Division / Office:	Office of Finance and Administration
District / Bureau:	Bureau of Business Services
IDOT Reference No.:	07-OPR-558
Services Requested:	Highway Beautification Program
Location of Proposal Opening:	IDOT, 2300 South Dirksen Parkway, Springfield, IL 62764
	Room 302
Date and Time of Opening:	April 1, 2007 at 1:00 pm Prevailing Time

Submitted by:

Vendor Name:
Legal Address:
City, State, Zip:
Telephone Number:

Respondents should affix this form to the front of a sealed envelope or container for the submittal of the Technical Proposal.

If mailed or delivery service is used, it must be enclosed in a second or outer envelope / container addressed to the bid submittal location specified in the instructions.

Bids must be received by the Department no later than the date, time, and location specified in the instructions.

**THIS ENVELOPE / CONTAINER IS TO BE OPENED AT
THE DATE, TIME AND LOCATION AS SPECIFIED IN THE
INSTRUCTIONS.**

FOR DEPARTMENT USE ONLY:

Date received: _____ Time received: _____

Location Received: _____

STATE OF ILLINOIS
REQUEST FOR PROPOSALS

This form is to be affixed to the sealed envelope / container containing a

SEALED
PRICE PROPOSAL

Illinois Department of Transportation

Division / Office:	Office of Finance and Administration
District / Bureau:	Bureau of Business Services
IDOT Reference No.:	07-OPR-558
Services Requested:	Highway Beautification Program
Location of Proposal Opening:	IDOT, 2300 South Dirksen Parkway, Springfield, IL 62764
	Room 302
Date and Time of Opening:	April 1, 2007 at 1:00 pm Prevailing Time

Submitted by:

Vendor Name:
Legal Address:
City, State, Zip:
Telephone Number:

Respondents should affix this form to the front of a 10" x 13" sealed envelope (or appropriate sized envelope / container) for the submittal of the proposal, and include it within the overall proposal envelope.

STATE OF ILLINOIS
CONTRACT FOR SERVICES

SAMPLE CONTRACT FOR SERVICES

The following pages, including any attachments or amendments, will constitute the binding and enforceable contract between the Department and the Vendor based upon the submission of the bid and any subsequent negotiations. The Contract is arranged as follows:

1. **DEPARTMENT AND VENDOR CONTACT PAGE:** This section provides for the Department and Vendor to specify contact people for the Contract.
2. **SERVICES VENDOR AGREES TO PERFORM:** The Department requests from the Vendor, in this section, a detailed description of how the Vendor will meet the contractual requirements and Department needs.
3. **PRICE:** This section will detail pricing/compensation requirements with at least the following categories of information: (1) Method and Rate of Compensation, (2) Maximum Compensation for Supplies and/or Services, (3) Expenses, (4) Payment Terms and Conditions, (5) Discounts, (6) Tax Exemption.
4. **TERMS AND CONDITIONS:** This section contains the State's terms and conditions for this Contract.
5. **DEPARTMENT SUPPLEMENTAL TERMS AND CONDITIONS:** This section indicates whether or not any supplemental terms and conditions are attached and applicable to this Contract.
6. **STATE FORMS REQUIRED OF THE VENDOR:** This section includes all State Forms that are required to be included in the Contract.
7. **SIGNATURE PAGE: CONTRACT FOR SERVICES:** This section provides for the Department and Vendor to sign and execute the Contract.

STATE OF ILLINOIS
CONTRACT FOR SERVICES

1. DEPARTMENT AND VENDOR CONTACT PAGE

	VENDOR		DEPARTMENT
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
Address:	_____	Address:	_____
	_____		_____
	_____		_____
Phone:	_____	Phone:	_____
TDD:	_____	TDD:	_____
Fax:	_____	Fax:	_____
E-mail:	_____	E-mail:	_____

(fill out below fields if additional contact information is necessary)

Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____
Address:	_____	Address:	_____
	_____		_____
	_____		_____
Phone:	_____	Phone:	_____
TDD:	_____	TDD:	_____
Fax:	_____	Fax:	_____
E-mail:	_____	E-mail:	_____

STATE OF ILLINOIS
CONTRACT FOR SERVICES

2. SERVICES VENDOR AGREES TO PERFORM

This section serves as a placeholder for the Statement of Work that will be prepared by the successful Vendor and the State upon selection of the winning Vendor. This section will serve as the single location in the Contract that indicates what the Vendor has contractually agreed to provide to the State. This also includes the contract term and any renewal options available. **No response is required from the Vendor for this section of the Sample Contract.**

3. CONCESSION

It is the intent of the Department to operate this Program at no cost to the state. Operational costs for management of the Program, maintenance of the wildflower locations, and expansion of the Program will be provided by the Vendor, through Program sponsorships, secured by the Vendor on behalf of the Department.

The Vendor shall expend a minimum of 80% of all Program sponsorship funds received, for the management of the Program, maintenance of the wildflower locations, and expansion of the Program. The Vendor may offer a percentage greater than 80% which is included as part of the evaluation criteria.

STATE OF ILLINOIS
CONTRACT FOR SERVICES

4. TERMS AND CONDITIONS

This section contains the State's standard terms and conditions for all contracts. These terms and conditions will govern this contractual relationship and the Vendor is bound by them and is responsible for reading and understanding them. The State reserves the right to amend these terms and conditions when and where needed and to supplement them with any appropriate addendum, as noted herein.

4.1 BILLING AND PAYMENT

4.1.1 AVAILABILITY OF APPROPRIATIONS (30 ILCS 500/20-60): Department shall use its best efforts to secure sufficient appropriations to fund this CONTRACT. However, the Department's obligations hereunder shall cease immediately, without penalty or further payment being required, if: (a) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation; (b) adequate funds are not appropriated or granted the Department by the Illinois General Assembly or the federal funding source, to allow the Department to operate as required and to fulfill its obligations under the Contract; or (c) funds appropriated are de-appropriated or not allocated, or if funds needed by the Department, at the Department's sole discretion, are insufficient for any reason. Department shall give Vendor notice of insufficient funding as soon as practicable. Vendor's obligation to perform shall cease upon receipt of the notice.

4.2 VENDOR PERFORMANCE AND RESPONSIBILITIES

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

4.2.2 PERFORMANCE REVIEWS:

4.2.2.1 The State or Department may conduct a post performance review of the Vendor's performance under the Contract. The Vendor shall cooperate with the State or Department in this review, which may require that the Vendor provide records of its performance and billing. Vendor shall provide any required information within 30 days of the Department's request. This post performance review may be used by any State agency in determining whether to enter into other contractual relationships with the Vendor.

4.2.2.2 Vendor shall have and maintain, during the term of this contract, internal procedures and processes to monitor performance to ensure full compliance with the contract. Vendor shall disclose such procedures and processes to the State upon request.

4.2.2.3 At the direction of the State, Vendor and State shall work together to develop a performance scorecard to record relevant facts related to performance as well as establishing conditions, milestones, requirements or timetables that must be met before additional steps may be taken or payment is due.

4.2.3 AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65): Vendor and its subcontractors shall maintain books and records relating to performance of the Contract or subcontract and necessary to support amounts charged to the State under the Contract or subcontract. Books and records,

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including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of 3 years from the later of the date of final payment under the Contract or completion of the Contract, and by the subcontractor for a period of 3 years from the later of the date of final payment under the subcontract or completion of the subcontract. The 3-year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the Department, the Inspector General and 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. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Contract for which adequate books and records are not available to support the purported disbursement. The Vendor shall not impose a charge for audit or examination of the Vendor's books and records. If federal funds are used to pay contract costs, the Vendor must retain its records for five years. If only state funds are involved, three years is sufficient.

4.2.4 SCHEDULE OF WORK: Any work performed on State premises shall be done during the hours designated by the State and shall in any event be performed so as to minimize inconvenience to the State and its personnel and minimize interference with the State's operations.

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

4.2.6 ASSIGNMENT AND DELEGATION:

4.2.6.1 This Contract may not be assigned, transferred or conveyed in whole or in part by the Vendor without the prior written consent of the State. For the purpose of construing this clause, a transfer of a controlling interest in the Vendor shall be considered an assignment.

4.2.6.2 After notice, the Department may transfer the Contract or payment responsibility to another State Agency, or assign the Contract to a third-party for financing purposes.

4.2.7 USE OF THIRD PARTIES:

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

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- 4.2.7.2 A Vendor who obtains the Department's prior written consent and subsequently enters into a contract with a Third Party for performance of any of the Vendor's obligations under this Contract remains responsible for all services performed under this Contract. All restrictions, obligations and responsibilities of the Vendor under this Contract shall also apply fully and completely to subcontractors. This includes requiring all subcontractors to submit certifications and disclosures to Department for review and approval upon request. The Department shall have the right to request the removal of a subcontractor from the Contract for good cause.
- 4.2.7.3 Vendor shall identify in an addendum to the Contract, the names and addresses of all subcontractors utilized by Vendor in the performance of this Contract, together with the anticipated amount of money that each subcontractor is expected to receive pursuant to this Contract. The State may request updated information at any time. For purposes of this section, subcontractors are those specifically hired to perform all or part of the work of this contract or to provide the supplies requested by the State.
- 4.2.7.4 If Vendor is unable to secure or maintain key personnel named in the Contract to render the services, Vendor shall not be relieved of its obligations to complete performance. Department shall have the option to accept a substitute or to terminate the Contract.
- 4.2.8 LICENSE:** Vendor, directly or through its employees, shall have and maintain any required license. With written consent of the Department, Vendor may meet the license requirement through a subcontractor.
- 4.2.9 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the Department during the term of this Contract to perform any work required by the terms of this Contract. As a condition of this Contract, the Vendor shall give notice immediately to the Department's director if Vendor solicits or intends to solicit for employment any of the Department's employees during the term of this Contract. Department has no authority to contractually refuse to hire Vendor's employees who apply to the State for employment.
- 4.2.10 FORCE MAJEURE:** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.
- 4.2.11 TAX COMPLIANCE:** Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes.
- 4.2.12 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The

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Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract.

4.2.13 ANTITRUST ASSIGNMENT: Vendor hereby assigns, sells and transfers to the State of Illinois all right, title and interest in and to any claims and causes of action arising under antitrust laws of Illinois or the United States relating to the subject matter of the Contract.

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4.3 CONFIDENTIALITY AND WORK PRODUCT

4.3.1 CONFIDENTIALITY: Vendor's employees, agents and subcontractors may have access to confidential data maintained by the Department to the extent necessary to carry out its responsibilities under the Contract. As such, the following applies unless agreed to otherwise in writing:

4.3.1.1 Vendor shall presume that all information received pursuant to this Contract is confidential unless otherwise designated by the Department;

4.3.1.2 Vendor shall provide to the Department a written description of its policies and procedures to safeguard confidential information. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;

4.3.1.3 Vendor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Vendor in connection with the performance of the Contract;

4.3.1.4 Vendor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this Contract;

4.3.1.5 The private or confidential data shall remain the property of the Department at all times.

4.3.2 CONFIDENTIAL INFORMATION MAY NOT BE DISSEMINATED: No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the Department, either during the period of the Contract or thereafter. Any data supplied to or created by the Vendor shall be considered the property of the Department. The Vendor must return any and all data collected, maintained, created or used in the course of the performance of the Contract in whatever form it is maintained promptly at the request of the Department.

4.3.3 SUBPOENA: In the event that a subpoena or other legal process is served upon the Vendor for records containing confidential information, the Vendor shall promptly notify the Department and cooperate with the Department in any lawful effort to protect the confidential information.

4.3.4 REPORTING UNAUTHORIZED DISCLOSURES: The Vendor shall immediately report to the Department any unauthorized disclosure of confidential information.

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

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

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

4.3.6 SURVIVES TERMINATION: Vendor's obligations regarding Confidential Information and Work Product Usage under this Contract shall survive termination of this Contract.

4.4 INDEMNIFICATION AND LIABILITY

4.4.1 BY THE VENDOR: The Vendor agrees to indemnify and hold harmless the State of Illinois and the Department, its officers, employees and agents (appointed and elected) and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Illinois or the Department, related to or arising from:

- 4.4.1.1 Any breach of this Contract;
- 4.4.1.2 Any negligent, intentional or wrongful act or omission of the Vendor or any agent or subcontractor utilized or employed by the Vendor;
- 4.4.1.3 The Vendor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Vendor;

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- 4.4.1.4 Any failure by the Vendor to fulfill the Compliance with the Law provision of this Contract;
- 4.4.1.5 Any failure by the Vendor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Vendor to conduct business in the State of Illinois;
- 4.4.1.6 Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
- 4.4.1.7 Any failure by the Vendor to adhere to the confidentiality provisions of this Contract.

4.4.2 SURVIVES TERMINATION: Indemnification obligation of the parties shall survive termination of this Contract.

4.4.3 LIABILITY: Vendor agrees to assume, without limitation, all risk of loss and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the State) resulting from the negligence or misconduct of Vendor, its employees, agents, or subcontractors in the performance of the Contract. Vendor shall assume risk of loss until delivery to the Department's facility. Vendor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction, or damage to State property, and shall at the State's request and expense, furnish to the State reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery. Neither party shall be liable for incidental, special or consequential damages.

4.4.4 LEGISLATIVE CHANGES: The Vendor herein expressly acknowledges that the Contract and its subject matter are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the terms or subject matter of this Contract, the Vendor shall not hold the Department liable in any manner for the resulting changes. The Department shall use best efforts to provide thirty (30) days' written notice to the Vendor of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Contract to address the legislative change. Nothing in this Subsection shall affect or impair the Department's right to terminate the Contract pursuant to the termination provisions.

4.4.5 JOINT AND SEVERAL LIABILITY: If the Vendor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, and for any default of activities and obligations.

4.5 WARRANTIES

4.5.1 CONSTRUCTION OF WARRANTIES EXPRESSED IN THE CONTRACT WITH WARRANTIES IMPLIED BY LAW: All warranties made by the Vendor in all provisions of this Contract and the Offer by the Vendor,

whether or not this Contract specifically denominates the Vendor's promise as a warranty or whether the warranty is created only by the Vendor's affirmation or promise, or is created by a description of the materials and services to be provided, or by provision of samples to the Department, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Vendor. The provisions of this section apply during the term of this Contract and any extensions or renewals thereof.

- 4.5.2 CONCEPTS, MATERIALS AND WORKS PRODUCED:** Vendor represents and warrants that all the concepts, materials and works produced, or provided to the Department pursuant to the terms of this Contract shall be wholly original with the Vendor or that the Vendor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Vendor represents and warrants that the concepts, materials and works and the Department's use of same and the exercise by the Department of the rights granted by this Contract shall not infringe upon any other work, other than material provided by the Contract to the Vendor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Vendor represents and warrants that it is the owner of or otherwise has the right to use and distribute the software, the materials owned by the Vendor and any other materials, works and methodologies used in connection with providing the services contemplated by this Contract
- 4.5.3 TO BE PROVIDED IN A PROFESSIONAL MANNER:** Vendor warrants that all services will be performed in a good and professional manner and that all of the services to be performed hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel.
- 4.5.4 CONFORMITY WITH CONTRACTUAL REQUIREMENTS:** The Vendor represents and warrants that the goods or services will appear and operate in conformance with the terms and conditions of this Contract.
- 4.5.5 AUTHORITY TO ENTER INTO CONTRACT:** The Vendor represents and warrants that it has full authority to enter into this Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the Department.
- 4.5.6 OBLIGATIONS OWED TO THIRD PARTIES:** The Vendor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Vendor pursuant to this Contract are or will be fully satisfied by the Vendor so that the Department will not have any obligations with respect thereto.
- 4.5.7 TITLE TO PROPERTY AND EQUIPMENT:** The Vendor represents and warrants that title to any property assigned, conveyed or licensed to the

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Department is good and that transfer of title or license to the Department is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Vendor further warrants that it has title to, or the right to allow the State to use, the equipment, supplies and/or services being provided and that the State may use same without suit, trouble or hindrance from Vendor or third parties.

4.5.8 EQUIPMENT AND SUPPLIES QUALITY: Unless otherwise agreed, Vendor warrants that all equipment and/or supplies shall be new, unused, of most current manufacture and not discontinued, shall be free of defects in materials and workmanship, shall be provided in accordance with manufacturer's standard warranty and shall perform in accordance with manufacturer's published specifications.

4.5.9 INDUSTRY STANDARDS: The Vendor represents and expressly warrants that all aspects of the goods and services provided or used by it shall conform to the standards in the relevant industry in the performance of this Contract.

4.5.10 TECHNOLOGY UPDATES: The Vendor represents warrants that it shall continually use and integrate the most current and up-to-date technology commercially available.

4.5.11 SOLICITATION: The Vendor warrants that no person or selling Department has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.

4.6 INSURANCE

4.6.1 INSURANCE: Vendor shall maintain public liability, casualty and auto insurance in sufficient amount to protect the State from liability for acts of Vendor and risks and indemnities assumed by Vendor. If Vendor does not have minimum coverage (for bodily injury of \$250,000 per person/\$500,000 per occurrence, and for property damage, \$100,000 per occurrence) Vendor must inform the Department and seek written permission for lesser coverage. Vendor shall carry Worker's Compensation Insurance in amount required by law. Upon request, Vendor shall provide and maintain any bond required by law or the Department. Vendor shall provide copies of certificates of insurance evidencing the coverage described in this paragraph.

4.7 VENDOR STATUS AND QUALIFICATIONS

4.7.1 BACKGROUND CHECK: The State may conduct criminal and driver history background checks of Vendor's officers, employees or agents who would directly supervise or physically perform any of the Contract requirements at State facilities. Any officer, employee or agent deemed unsuitable by the State must be replaced immediately.

4.7.2 LEGAL ABILITY TO CONTRACT: Vendor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:

4.7.2.1 Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with

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- Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.
- 4.7.2.2 Vendor is not in default on an educational loan **(5 ILCS 385/3)**.
- 4.7.2.3 Vendor has informed the director of the Department in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, **40 ILCS 5/14-108.3** and **40 ILCS 5/16-133.3**, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the “contractual services” or other appropriation line items. Vendor has not received an early retirement incentive in or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, **40 ILCS 5/14-108.3** and **40 ILCS 5/16-133.3**, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the “contractual services” or other appropriation line items **(30 ILCS 105/15a)**.
- 4.7.2.4 Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has made an admission on the record of having so bribed or attempted to bribe **(30 ILCS 500/50-5)**.
- 4.7.2.5 If Vendor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor’s office for the facts upon which the conviction was based continues to have any involvement with the business **(30 ILCS 500/50-10)**.
- 4.7.2.6 If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least 5 years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the contracting State Department shall declare the contract void if this certification is false **(30 ILCS 500/50-10.5)**.
- 4.7.2.7 Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the contracting State Department may declare the contract void if this certification is false **(30 ILCS 500/50-11)** or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt **(30 ILCS 500/50-60)**.
- 4.7.2.8 Vendor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use

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- Tax Act **(30 ILCS 500/50-12)** and acknowledge that failure to comply can result in the contract being declared void.
- 4.7.2.9 Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five (5) years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the contracting State Department may declare the contract void. **(30 ILCS 500/50-14)**
- 4.7.2.10 Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract **(30 ILCS 500/50-25)**.
- 4.7.2.11 Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code **(30 ILCS 500/50-30)**.
- 4.7.2.12 Vendor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State **(30 ILCS 500/50-40, 50-45, 50-50)**.
- 4.7.2.13 Vendor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the Contract. This certification applies to contracts of \$5000 or more with: individuals; and to entities with twenty-five (25) or more employees **(30 ILCS 580)**.
- 4.7.2.14 Neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 **(30 ILCS 582)**.
- 4.7.2.15 Vendor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or of the United States **(720 ILCS 5/33E-3, 5/33E-4)**.
- 4.7.2.16 Vendor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies **(775 ILCS 5/2-105)**.
- 4.7.2.17 Vendor does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" **(775 ILCS 25/2)**.

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- 4.7.2.18 Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction **(PA 93-0307)**.
- 4.7.2.19 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12 **(PA 94-0264)**.
- 4.7.2.20 Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code that states: "Owners of residential buildings who have committed a willful or knowing violation of the Lead Poisoning Prevention Act **(410 ILCS 45)** are prohibited from doing business with the State of Illinois or any State agency until the violation is mitigated".

4.7.3 CONFLICTS OF INTEREST: Vendor has disclosed, and agrees it is under a continuing obligation to disclose to the Department, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act **(30 ILCS 105/8.40)**, Article 50 of the Illinois Procurement Code **(30 ILCS 500/50)**, or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any conflict under Section 50-13 exists no contract may be issued without an exemption from the Governor pursuant to Section 50-20 of the Illinois Procurement Code. An exemption is necessary if:

- 4.7.3.1 the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor **(currently \$90,414.60)**. (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);
- 4.7.3.2 the contract is with a firm, partnership, association or corporation in which a person referenced in 4.7.3.1 above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor **(currently \$150,691.00)**.
- 4.7.3.3 the contract is with a firm, partnership, association or corporation in which a person referenced in 4.7.3.1 above, together with their spouse or minor child, receives more

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than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor **(currently \$301,382.00)** from the firm, partnership, association or corporation.

4.7.4 INDEPENDENT CONTRACTOR: The Vendor shall be an independent contractor. Equipment and/or supplies provided and/or services performed pursuant to this Contract are not rendered as an employee of the Department or of the State of Illinois. Amounts paid pursuant to this Contract do not constitute compensation paid to an employee.

4.7.5 NOT A JOINT VENTURE: Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.

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

4.8 TERMINATION OF CONTRACT

4.8.1 TERMINATION FOR CAUSE WITHOUT ADVANCE NOTICE: The Department may terminate this Contract for any of the following reasons effective immediately without advance notice:

4.8.1.1 In the event the Vendor is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;

4.8.1.2 The Department determines that the actions, or failure to act, of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health or safety;

4.8.1.3 The Vendor fails to comply with confidentiality laws or provisions;

4.8.1.4 The Vendor furnished any statement, representation or certification in connection with this Contract or the RFP which is materially false, deceptive, incorrect or incomplete.

4.8.2 TERMINATION FOR CAUSE WITH NOTICE: The occurrence of or any one or more of the following events shall constitute cause for the Department to declare the Vendor in default of its obligations under this Contract:

4.8.2.1 The Vendor fails to perform, to the Department's satisfaction, any material requirement of this Contract or is

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in violation of a material provision of this Contract, including, but without limitation, the express warranties made by the Vendor;

- 4.8.2.2 The Department determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur;
- 4.8.2.3 The Vendor fails to make substantial and timely progress toward performance of the Contract;
- 4.8.2.4 The Vendor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Vendor terminates or suspends its business; or the Department reasonably believes that the Vendor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- 4.8.2.5 The Vendor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract;
- 4.8.2.6 The Vendor has engaged in conduct that has or may expose the Department to liability, as determined in the Department's sole discretion; or
- 4.8.2.7 The Vendor has infringed any patent, trademark, copyright, traddress or any other intellectual property right.
- 4.8.2.8 If there is a default event caused by the Vendor, the Department shall provide written notice to the Vendor requesting that the breach or noncompliance be remedied within the period of time specified in the Department's written notice to the Vendor. If the breach or noncompliance is not remedied by the date of the written notice, the Department may either: (a) immediately terminate the Contract without additional written notice; or, (b) enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

4.8.3 TERMINATION FOR CONVENIENCE UPON NOTICE: Following **fifteen (15)** days written notice, the Department may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Vendor. Following termination upon notice, the Vendor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to the Department up to and including the date of termination.

4.8.4 TERMINATION DUE TO LACK OF FUNDS OR CHANGE IN LAW: The Department shall have the right to terminate this Contract without penalty by giving written notice to the Vendor as a result of any of the following:

- 4.8.4.1 Adequate funds are not appropriated or granted to allow the Department to operate as required and to fulfill its obligations under this Contract;

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- 4.8.4.2 Funds are de-appropriated or not allocated or if funds needed by the Department, at the Department's sole discretion, are insufficient for any reason;
- 4.8.4.3 The Department's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Department;
- 4.8.4.4 The Department's duties are substantially modified.

4.8.5 VENDOR'S REMEDIES IN EVENT OF TERMINATION BY DEPARTMENT: In the event of termination of this Contract for any reason by the Department, the Department shall pay only those amounts, if any, due and owing to the Vendor for services actually rendered up to and including the date of termination of the Contract and for which the Department is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Vendor's claim. This provision in no way limits the remedies available to the Department under this Contract in the event of termination. However, the Department shall not be liable for any of the following costs:

- 4.8.5.1 The payment of unemployment compensation to the Vendor's employees;
- 4.8.5.2 The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;
- 4.8.5.3 Any costs incurred by the Vendor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract;
- 4.8.5.4 Any taxes that may be owed by the Vendor in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

4.8.6 VENDOR'S TERMINATION DUTIES: The Vendor, upon receipt of notice of termination or upon request of the Department, shall:

- 4.8.6.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, any other matters the Department may require;
- 4.8.6.2 Immediately cease using and return to the Department any personal property or materials, whether tangible or intangible, provided by the Department to the Vendor;
- 4.8.6.3 Comply with the Department's instructions for the timely transfer of any active files and work product produced by the Vendor under this Contract;
- 4.8.6.4 Cooperate in good faith with the Department, its employees, agents and contractors during the transition

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period between the notification of termination and the substitution of any replacement contractor; and

- 4.8.6.5 Immediately return to the Department any payments made by the Department for services that were not rendered by the Vendor.

4.9 GENERAL PROVISIONS

- 4.9.1 TERM AND RENEWALS:** The length of the Contract, including any renewals, may not exceed that allowed by law pursuant to **30 ILCS 500/20-60** or other applicable statutes. When the term begins on execution, that means the date of final execution by the State. If the commencement of performance is delayed because the Contract is not executed by the State on the start date, the State may change the start date, end date and milestones to reflect the delayed execution. No renewal may be effective automatically. No renewal may be effective solely at the Vendor's option.
- 4.9.2 NON-EXCLUSIVE RIGHTS:** This Contract is not exclusive. The Department reserves the right to select other contractors to provide services similar or identical to the Scope of Services described in this Contract during the term of this Contract.
- 4.9.3 APPLICABLE LAW:** The terms and conditions of this Contract, including those set forth in any attachment, shall be construed in accordance with and are subject to the laws and rules of the State of Illinois, including, without limitation, the Illinois Procurement Code (**30 ILCS 500**) and the rules promulgated thereunder (**44 Ill. Admin. Code 1**), the Illinois Freedom of Information Act (**5 ILCS 140**) and the Attorney General Act (**15 ILCS 205**). The Department of Human Rights' Equal Opportunity requirements (**44 Ill. Admin Code 750**) are incorporated by reference. Any claim against the State arising out of this CONTRACT must be filed exclusively with the Illinois Court of Claims (**705 ILCS 505/1**). The State shall not enter into binding arbitration to resolve any Contract dispute. The State of Illinois does not waive sovereign immunity by entering into this Contract. Any provision containing a citation to an Illinois statute (cited ILCS) may not contain complete statutory language. The official text, which is incorporated by reference, can be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>.
- 4.9.4 ENTIRE CONTRACT:** This Contract, including any attachments or amendments, constitutes the entire agreement between the Parties concerning the subject matter of the Contract. 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 of this Contract shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination of this Contract, including without limitation provisions relating to confidentiality, warranty, ownership and liability. This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.
- 4.9.5 CONTRACTING AUTHORITY:** Certain contracts must be signed or approved by the Director of the Department of Central Management

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Services (CMS) before they are binding on the State. In those instances CMS shall not be responsible for costs or funding even though payments may be made through CMS facilities.

- 4.9.6 AMENDMENTS:** This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties.
- 4.9.7 THIRD PARTY BENEFICIARIES:** There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State, the Department and the Vendor.
- 4.9.8 HEADINGS OR CAPTIONS:** The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
- 4.9.9 SUPERSEDES FORMER CONTRACT AGREEMENTS:** This Contract supersedes all prior Contracts or Agreements between the Department and the Vendor for the services provided in connection with this Contract.
- 4.9.10 WAIVER:** Except as specifically provided for in a waiver signed by duly authorized representatives of the Department and the Vendor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- 4.9.11 NOTICE:** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party as set forth in Section 1 of the Sample Contract for Services, "Department and Vendor Contact Page." Notices by fax must show the date/time of successful receipt. Each such notice shall be deemed to have been provided: (a) at the time it is actually received; or, (b) within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or, (c) within five (5) days after it is deposited the U.S. Mail in the case of registered U.S. Mail. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.
- 4.9.12 CUMULATIVE RIGHTS:** The various rights, powers, options, elections and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.
- 4.9.13 SEVERABILITY:** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.
- 4.9.14 TIME IS OF THE ESSENCE:** Time is of the essence with respect to the performance of the terms of this Contract.

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- 4.9.15 AUTHORIZATION:** Each party to this Contract represents and warrants to the other parties that: (a) it has the right, power and authority to enter into and perform its Obligations under this Contract; and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 4.9.16 SUCCESSORS IN INTEREST:** All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 4.9.17 OBLIGATIONS BEYOND CONTRACT TERM:** This Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Contract. All obligations of the Department and the Vendor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Contract.
- 4.9.18 COUNTERPARTS:** The parties agree that this Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
- 4.9.19 FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS:** The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Contract.
- 4.9.20 ADDITIONAL PROVISIONS:** The parties agree that if an Addendum, Rider or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

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5. DEPARTMENT SUPPLEMENTAL TERMS AND CONDITIONS

5.1 The following supplemental terms and conditions, if checked, are applicable to this contract:

- _____ Public Works Requirements (**820 ILCS 130/4**) *
- X_____ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2000 per year. (**30 ILCS 500/25-60**) *
- _____ Prevailing Wage (all printing contracts) (**30 ILCS 500/25-60**). *
- _____ Prohibition of Contingent Fees (certain federally funded contracts)
- _____ Other (describe)

*Information regarding prevailing wage, benefit and working condition requirements may be obtained from the Illinois Department of Labor (217-782-6206) and information may be viewed at their website (www.state.il.us/agency/idol). You must check with IDOL before submitting your offer to determine the prevailing wages, benefits and working conditions applicable to this solicitation.

- 5.2 Accounting.** The Vendor shall be responsible for utilizing the appropriate provisions contained in Title 48, Code of Federal Regulations, subpart 31, as amended (Contract Cost Principles and Procedures) with respect to all costs associated with supplies and/or services the Vendor provides to the Department pursuant to the terms of this contract. The Vendor shall also maintain a proper accounting system in accordance with generally accepted accounting standards or Department directives.

Information regarding the cost principles in Title 48, Code of Federal Regulations, subpart 31 (Contract Cost Principles and Procedures) may be viewed at the following website:

http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/31.htm#P0_0

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6. STATE FORMS REQUIRED OF THE VENDOR

This section serves as a placeholder for any State Forms completed as part of the RFP process that also need to be included in the Contract (if necessary). It is important to note that this section references State forms that are necessary to be included in the Contract and may not include all of the forms listed in section 5.2.9 of the RFP, "State Forms Required of the Vendor." In addition, this section does not serve as an opportunity for Vendors to insert their own forms.

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7. SIGNATURE PAGE: CONTRACT FOR SERVICES

This contract ("Contract") is made and entered into by and between the State of Illinois, a body politic ("State") by and through its agency and/or buyer, ("Agency" "Buyer" or "Department") and (" " or "Vendor").

WITNESSETH:

WHEREAS, on , 20 , State issued a Request for Proposals ("RFP") inviting Offers to address [brief description of contractual needs being addressed].

WHEREAS, as a result of Vendor's Offer and in reliance on the representations, assurances, and acknowledgements made therein, as well as the representations, assurances and acknowledgements made herein, State has determined to award Vendor this contract based upon its Offer and subject to the terms and conditions contained herein, for the provision of to the State.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the foregoing and to the terms set forth herein.

In Witness whereof, Department and Vendor have caused this CONTRACT to be executed by duly authorized representatives of the respective PARTIES on the dates shown below:

FOR THE VENDOR:

Signature of Authorized Representative Type or Print Name of Authorized Representative Date

Title of Authorized Representative

Contractor Name

Legal Address

City, State, Zip

FOR THE DEPARTMENT:

Joe Hill, Chief, Bureau of Operations

Ellen J. Schanzle-Haskins, Chief Counsel
(Approved as to form)

Ann L. Schneider, Director of Finance &
Administration

Milton R. Sees, Acting Secretary of Transportation Date