

STATE OF ILLINOIS

SOLICITATION DOCUMENT

MYP (Multi-Year Program) Outreach Consultant 11-OPP-6

The Illinois Department of Transportation (AGENCY) is requesting Offers (bids / proposals) from responsible Vendors to meet the State's needs. Below is a brief description of our needs with detailed requirements in subsequent sections of this solicitation. If you are interested and able to meet these requirements, please submit an Offer.

We are issuing this solicitation in the following form and you must take that into account when reading and responding:

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|-------------------------------------|--|
| ☐ | Invitation for Bids |
| ☒ | Request for Proposals |
| ☐ | Request for Proposals (Professional and Artistic Services) |

Brief Description:

The AGENCY is seeking a Vendor for coordinating, conducting, and monitoring a new outreach program. This initiative's priority is to seek input from the general public and local government officials as to their concerns and insights about potential highway needs and priorities within their areas, those of which are included in the Department's Proposed Multi-Year Highway Improvement Program.

The solicitation package consists of two parts:

Part A INSTRUCTIONS FOR SUBMITTING AND EVALUATING BIDS AND PROPOSALS: Part A consists of the following sections:

- | | |
|-----------|---|
| SECTION 1 | INSTRUCTIONS, DATES, RESERVATIONS AND OTHER GENERAL INFORMATION |
| SECTION 2 | HOW WE WILL EVALUATE OFFERS |
| SECTION 3 | SPECIFICATIONS / QUALIFICATIONS / STATEMENT OF WORK |

These sections provide information necessary for submitting an Offer (a bid or proposal), set forth the basic legal and policy requirements associated with this solicitation and tell how we will evaluate Offers.

Part B OFFER RESPONSE FORMS: Part B consists of the following sections:

- | | |
|-----------|----------------------------|
| SECTION 4 | OFFER TO STATE OF ILLINOIS |
| SECTION 5 | RESPONSIBILITY FORMS |
| SECTION 6 | RESPONSIVENESS |
| SECTION 7 | PRICE |
| SECTION 8 | CONTRACT |

Your response to Part B will constitute your Offer to the State and will provide us with information about you, what you will provide, your ability to perform and your price. We will evaluate this information as well as compliance with the Instructions.

In this document the State of Illinois will be referred to as "State", "Agency", "we" or "us". The person submitting an Offer will be referred to as "Vendor", "Contractor" or "You". "We" is used appropriate to the context.

Please read the entire solicitation package and submit your Offer for evaluation in accordance with all instructions.

Public Act 95-971 contains registration requirements regarding bids and proposals submitted by vendors. You must read and comply with the requirements. See www.purchase.state.il.us for additional information.

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

SECTION 1 - INSTRUCTIONS, DATES, RESERVATIONS AND OTHER GENERAL INFORMATION

1.1 PROJECT CONTACT: If you have a question or suspect an error, you must immediately notify the Project Contact identified in this section. Do not discuss the solicitation or your Offer, directly or indirectly, with any State officer or employee other than the State Project Contact. Only written answers to questions shall be binding on the State.

Rena Dietrich
Illinois Department of Transportation
2300 South Dirksen Parkway, Springfield, IL 62764
Rena.Dietrich@illinois.gov

Phone: 217-785-5234
Fax: 217-782-3409

TDD:

1.2 VENDOR CONFERENCE / SITE VISIT: ☐ Yes ☒ No
Date and Time: N/A

Mandatory Attendance: ☐ Yes ☒ No
Location: N/A

We will provide written responses to questions and only those written responses shall be binding. If attendance is mandatory you will be disqualified if you (incumbents included) do not attend, are not on time, leave early or fail to sign the attendance sheet. You must allow adequate time to accommodate security screenings at the site.

1.3 OFFER DUE DATE, TIME AND SUBMISSION LOCATION: Due Date: June 29, 2011 Time: 1:30 pm

DELIVER OFFERS TO:
Illinois Department of Transportation
Attn: Ken Martin
2300 South Dirksen Parkway, Rm 302
Springfield, IL 62764

LABEL OUTSIDE OF ENVELOPE / CONTAINER:
MYP (Multi Year Program) Outreach Consultant
[June 29, 2011 @ 1:30 pm]
[Vendor Name & Address]

We will open Offers at the Due Date, Time and Delivery Location. Prior to the due date, you may mail or hand-deliver Offers, modifications, and withdrawals. We do not allow e-mail, fax, or other electronic submissions. We must physically receive submissions as specified; it is not sufficient to show you mailed or commenced delivery before the due date and time. We will not consider Offers, modifications or withdrawals submitted after the due date and time. All times are State of Illinois local times.

1.4 NUMBER OF COPIES: You must submit a signed original and 8 copies of the Offer in a sealed container. In addition, you must submit 1 copies on CD in the following format Microsoft Word. If this is an RFP of either type you must submit separate CDs for technical and price with the price CD sealed in the pricing envelope. If you are requesting confidential treatment, you must make that request in the form and manner specified elsewhere in this solicitation. A request for confidential treatment will not supersede the Department's legal obligations under Illinois Freedom of Information Act (FOIA) (5 ILCS 140). If Minority, Female, and Person with Disability Subcontracting is marked "YES", you must also submit one (1) original and two (2) copy of your Utilization Plan in a separate sealed envelope within your Offer container.

In accordance with Public Act 95-971, if you are required to submit the State Board of Elections Registration Certificate and fail to do so, your bid / proposal will be disqualified.

1.5 OFFER FIRM TIME: Your Offer must remain firm for 90 days from opening.

1.6 SECURITY: Bid Bond \$ N/A Performance Bond \$ N/A. You must submit the Bid Bond with the Offer and the Performance Bond within 10 days after award. The bond must be from a surety licensed to do business in Illinois. An irrevocable letter of credit is an acceptable substitute. The form of security must be acceptable to us.

1.7 PROTEST REVIEW OFFICE:

CHIEF PROCUREMENT OFFICER
ATTN: PROTEST REVIEW OFFICE
401 S. SPRING STREET
SUITE 301 STRATTON OFFICE BUILDING
SPRINGFIELD, IL 62706
PHONE: (217) 558-2127
FACSIMILE: (217) 558-2164
ILLINOIS RELAY: (800) 526-0844

You may submit a written protest of our actions to the PROTEST REVIEW OFFICE following the requirements of the Standard Procurement Rules (44 Ill. Adm. Code 1.5550). We must physically receive the protest by noon of the seventh calendar day after you knew or should have known of the facts giving rise to the protest.

Revision 2-17-11

1.8 SMALL BUSINESS SET-ASIDE: ☐ Yes ☒ No. If "Yes" is marked, you must be certified by the Small Business Set-Aside Program at the time Offers are due in order for us to evaluate your Offer. For complete requirements and to certify your business in the Small Business Set-Aside Program, visit http://www.sell2.illinois.gov/bep/Set_Aside.htm.

1.9 MINORITY, FEMALE AND PERSONS WITH DISABILITY SUBCONTRACTING: ☒ Yes ☐ No. If "Yes" is marked, this solicitation contains a goal to include businesses owned and controlled by minorities, females and persons with disabilities in the State's procurement and contracting processes. In addition to the number of copies requested above, you must submit an original and 1 copy of the Utilization Plan and Letter of Intent, sealed separately within the offer container. Failure to submit a Utilization Plan as instructed later in this solicitation will render the offer non-responsive. All questions regarding the subcontracting goal must be directed to Susan Hartman at Susan.Hartman@illinois.gov or (312) 814-2200, prior to submission of bids or proposals. Vendors who submit bids or proposals for State contracts shall not be given a period after the bid or proposal is submitted to cure deficiencies in the Utilization Plan and the Letter of intent, unless mandated by federal law or regulation (30 ILCS 575(4)(c)). Firms included on Utilization Plans as meeting BEP requirements as prime or sub-contractors must be certified by CMS as BEP vendors prior to contract award. Go to http://www.sell2.illinois.gov/bep/Business_Enterprise.htm for complete requirements for BEP certification.

1.10 PUBLIC CONTRACTS NUMBER: (775 ILCS 5/2-105) If you do not have a Department of Human Rights' (DHR) Public Contracts Number or have not submitted a completed application to DHR for one before opening we may not be able to consider your Offer. Please contact DHR at 312-814-2431 or visit <http://www.state.il.us/dhr/index.htm> for forms and details.

1.11 ILLINOIS PROCUREMENT BULLETIN (Bulletin): We publish procurement information (including updates) in the electronic Bulletin (<http://www.purchase.state.il.us>). Procurement information may not be available in any other form or location. You are responsible for monitoring the Bulletin; we cannot be held responsible if you fail to receive the optional e-mail notices.

1.12 AWARD: We will post a notice to the Bulletin identifying the apparent awardee. The notice extends the Offer Firm Time until we sign a contract or determine not to sign a contract. We may accept or reject your Offer as submitted, or may require contract negotiations. If negotiations do not result in an acceptable agreement, we may reject your Offer and begin negotiations with another Vendor. Protested awards are not final and are subject to resolution of the protest.

1.13 PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT: Offers become the property of the State and these and late submissions will not be returned. Your Offer will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless you request in your Offer that we treat certain information as exempt. A request for confidential treatment will not supersede the State's legal obligations under Illinois Freedom of Information Act (FOIA) (5 ILCS 140). We will not honor requests to exempt entire Offers. You must show the specific grounds in FOIA or other law or rule that support exempt treatment. Regardless, we will disclose the successful Vendor's name, the substance of the Offer, and the price. If you request exempt treatment, you must submit an additional copy of the Offer with exempt information deleted. This copy must tell the general nature of the material removed and shall retain as much of the Offer as possible. You will be responsible for any costs or damages associated with our defending your request for exempt treatment. You agree the State may copy the Offer to facilitate evaluation, or to respond to requests for public records. You warrant that such copying will not violate the rights of any third party.

1.14 RESERVATIONS: You must read and understand the solicitation and tailor your Offer and activities to ensure compliance. We reserve the right to amend the solicitation; reject any or all Offers; to award by item, group of items, or grand total; and to waive minor defects. We may request a clarification; inspect your premises; interview staff; request a presentation; or otherwise verify the contents of the Offer, including information about subcontractors and suppliers. We may request Best & Final Offers when appropriate. We will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions solely in the best interests of the State. This competitive process requires that you provide additional information and otherwise cooperate with us. If you do not comply with requests for information and cooperate, we may reject your Offer. You have no right to an award by submitting an Offer, nor do you have the right to a contract based on our posting your name in a Bulletin notice. We are not responsible for and will not pay any costs associated with the preparation and submission of your Offer. If you are the awardee, you shall not commence, and will not be paid for any billable work prior to the date all parties execute the contract, unless approved in writing in advance by the State Purchasing Officer or the Chief Procurement Officer (or the CPO's designee).

1.15 GOVERNING LAW AND FORUM: Illinois law and rule govern this solicitation and any resulting contract. You must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. We do not allow binding arbitration. This document contains statutory references designated with "ILCS". You may view the full text at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>. The Illinois Procurement Code (30 ILCS 500) and the Standard Procurement Rules (44 Ill. Adm. Code 1) are applicable to this solicitation and may be viewed by users registered for the Illinois Procurement Bulletin at <http://www.purchase.state.il.us>.

1.16 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. Please contact the Illinois Dept. of Revenue (312-814-3215) for information about tax credits. If you receive this tax credit you must report to the Dept. of Central Management Services the number of individuals hired for whom you received tax credits. You must submit this information by August 31 of each year covering the previous 12 months (July–June) (PA 94-1067; 30 ILCS 500/45-67 and 45-70).

SECTION 2 - HOW WE WILL EVALUATE OFFERS

2.1 OFFER RESPONSE FORMS: We will evaluate the information you provide in the Offer Response Forms. You will find these forms in later sections of this solicitation.

2.2 EVALUATION CATEGORIES: We evaluate four categories of information: Administrative Compliance, Responsibility, Responsiveness, and Price. We will consider the information you supply or don't supply, and the quality of that information when evaluating your Offer. If we find a failure or deficiency, we may have to reject the Offer or reflect that in the evaluation.

2.2.1 ADMINISTRATIVE COMPLIANCE: We will determine whether your Offer complied with the Instructions for submitting Offers. Except for late submissions, we may require that a Vendor correct deficiencies as a condition of further evaluation.

2.2.2 RESPONSIBILITY: We will determine whether you are a "Responsible" Vendor; a Vendor with whom we can or should do business.

- i. A "Responsible" vendor must exist as a legal entity and must be authorized to do business in Illinois at the time a bid or proposal is submitted for a State contract.
- ii. Public Law 96-0795 provides that a "prohibited bidder" includes a person assisting the State of Illinois or a State agency in determining whether there is a need for contract unless such information was part of a response to a publicly issued request for information (RFI). Additionally, one assisting the State by reviewing, drafting or preparing a request for proposals or request for information or provided similar assistance is deemed a prohibited bidder. See certifications section of the Contract for the required certifications prior to entering into a contract with the State of Illinois.
- iii. Other factors that we may evaluate to determine Responsibility include, but are not limited to: certifications, conflict of interest, financial 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. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Procurement Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the chief procurement officer shall declare the related contract void if any of the certifications are false.

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

2.2.2.1 Please provide three years of financial data, does not have to be an audited statement.

2.2.3 RESPONSIVENESS: We will determine whether the Offer meets the stated requirements. Minor differences or deviations that have negligible impact on the price or suitability of the supply or service to meet the State's needs may be accepted or corrections allowed. If no administratively compliant and responsible Vendor meets a particular requirement, we may waive that requirement. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered with proof the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

2.2.4 PRICE: We will identify the lowest priced Offer that meets Administrative, Responsibility and Responsiveness requirements. We will rank Offers in order of Price when appropriate.

2.3 AWARD: We will award to the Responsible Vendor whose Offer passes Administrative review, is Responsive, and who submits the best value as shown by the combination of Responsiveness and Price.

We will determine how well Offers meet the Responsiveness 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. Vendors who receive fewer than the minimum required points will not be considered for Price evaluation and award.

If we do not consider the Price to be fair and reasonable and we cannot negotiate to an acceptable Price, we reserve the right to cancel the award and take appropriate action to meet our needs. 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.

2.3.1 The chart below shows the elements of Responsiveness that we will evaluate, their relative weights in point format and any minimum point requirements. The total number of points for Responsiveness is 700.

<u>Elements</u>	<u>Weight</u>
<u>Capability and Experience of Vendor</u> 1. The Vendor, and particularly the individuals supporting this contract, must have significant experience in public outreach and transportation planning projects. 2. Vendor's qualifications to perform the work of this contract. 3. Resumes of Vendor's personnel. Resumes of Vendor's personnel, including the project manager, who will be assigned to the tasks of the contractors well as the subcontractor's personnel assigned to the project. Each resume must be up-to-date and include the individual's full name, educational background, years of experience and employment history (in chronological and date order).	<u>280</u>
<u>Technical Ability and Methodology</u> 1. A narrative indicating a recommended approach for providing the required services, i.e. the Vendor's strategy to engage stakeholders to obtain input into the Multi Year Plan (MYP). 2. The plan for holding meetings outlined in Sec. 3.2.	<u>280</u>
<u>Resources</u> 1. Identification of the Vendor's office location(s). 2. Provide organizational chart showing all professional and support staff for this contract. For those individuals not presently employed by the Vendor, documentation must be submitted for each individual that shows their intent to work and the hours of commitment over the contract period. 3. Demonstrate the financial capacity to carry out the scope of services of the RFP, three years of financial data (does not have to be an audited statement) must be provided. 4. Submit a staffing plan which clearly illustrates the key elements of the organizational structure proposed to accomplish the management, technical, information systems support and administrative services required. Project management and key technical personnel within each discipline shall be identified. 5. Submit an organizational chart and resumes for all project staff and subconsulting firms, including the 20 percent of the total subcontracted to BEP firms.	<u>120</u>
<u>References</u> Vendor's references from established private firms or government agencies (four required, two of each type preferred), other than the procuring agency, for which the Vendor has performed related work relevant to the subject of this solicitation. Letters of support are not considered to be references. Vendor must provide the firm name and contact information for each reference and a description of the services provided. References must be attached with the responsibility forms. The Vendor must indicate if it has had past contracts with other state agencies (provide name of agency (ies) and contact name(s)).	<u>20</u>

2.3.2 The total number of points for Price is 300. We will determine Price points using the following formula:

$$\text{Maximum Price Points} \times (\text{Lowest Price/Offeror's Price}) = \text{Total Price Points}$$

2.3.3 The maximum number of points is 1000 (Responsiveness 700 + Price 300).

2.3.4 Minimum number of responsive points for consideration of proposal is 400.

2.3.5 Clarifications, discussions, and presentations may be required, 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.

SECTION 3 - SPECIFICATIONS / QUALIFICATIONS / STATEMENT OF WORK

3.1 AGENCY'S NEED FOR SUPPLIES / SERVICES

Through this initiative, the Agency is seeking to meet General Assembly concerns that public input be included in the development of the annual update of the Agency's Proposed Multi-Year Highway Improvement Program (MYP). The Agency's Division of Highways initiated a public outreach effort in September 2010 to assure adequate opportunity for comment. This new initiative provided twenty public information meetings across Illinois and ultimately generated 558 comments for consideration by the Division of Highways. If successful in attracting broad participation, the new outreach initiative would also allow the Division to better document the input of the public, interest groups and local officials.

The MYP is the Agency's strategic document for listing all projects it intends to accomplish over the next five to seven years. The MYP is constrained by projections of funds that will be available over the MYP time horizon. A new MYP is developed each year to reflect the start up of projects in the annual program and the addition of a new year of funds available for highway improvements. The projects selected in these programs are all consistent with the policies and goals identified in the State Transportation Plan.

All Agency districts maintain an on-going relationship with local elected officials within the district year around. Regular meetings are held with mayors, municipal engineers, county board members, county engineers, township highway supervisors and state legislators to exchange information about needed improvements on the state highway system. During these meetings, local input is sought to modify proposed improvements, suggest new projects and convey local opposition to any state proposals. In many instances, local agencies coordinate with the district offices on projects that involve both state and local jurisdiction.

Illinois' regional planning organizations were directly contacted by the Agency's Office of Planning and Programming (OPP). These agencies were asked for specific comments covering three topics: (1) overall highway system performance in their regions; (2) their regional transportation priorities that might affect the development of the next multi-year highway program; and (3) specific comments concerning projects that should be considered for inclusion in the program. The Division of Highways also sought comments on how to improve the effectiveness of the Agency's public outreach efforts.

It is also the goal of this procurement that the selected Vendor will achieve a minimum percentage of the total contract of 20% participation by businesses owned and controlled by minorities, women and/or disabled persons.

3.2 SUPPLIES AND/OR SERVICES REQUIRED

OPP is seeking a Vendor to develop a strategy to obtain input from the general public and local government officials as to their concerns and insights about potential highway needs and priorities within their areas to assure early input into the districts' program development process. The Vendor, and particularly the individuals supporting this contract, must have significant experience in public outreach and transportation planning projects.

3.2.1 The Vendor must develop a strategy to engage stakeholders to obtain input into the MYP.

3.2.2 The Vendor must be capable of providing the necessary resources, including subcontractors, to accomplish the outreach initiative as described in Sec. 3.2. The Vendor must have knowledge, experience, and ability performing outreach activities.

The Vendor shall perform the following tasks.

- Provide at least three separate work teams to engage district offices in the coordination and implementation of outreach meetings. These teams will work directly with individual districts to compartmentalize the work plans for each meeting and to address unique district concerns.
- Schedule 20-25 meetings across the state. Vendor will coordinate with each district's Bureau of Program Development and Planning when scheduling meeting locations and dates. At least one meeting should be held in each district. For District 1, at least one meeting must be held in each county (6 counties).
- Prepare maps and graphic material after consultation with the district office and OPP. At a minimum, the vendor will provide maps that depict each individual districts previous backlog needs and maps that depict the resulting proposed Multi-Year Program. The materials developed shall also depict the Agency's program planning process for the development of the multi-year program. Final approval of all meeting materials must be made by OPP, or an OPP designated highway district official.
- Coordinate with the OPP the development of promotional material for the outreach meetings. The promotion material will include either a flyer or newsletter (1,000 copies are estimated) for mailing to key stakeholders and for downloading off the Agency's website.

3.2.3 The Vendor will work closely with the OPP and the Division of Highways in the development of the outreach programs and materials.

3.2.4 Scheduled meetings as list in Sec. 3.2.1 should cover all 14 MPO (Metropolitan Planning Organization) areas and all nine districts in the state of Illinois. Schedule should list city and location of meetings. Public notification of meetings and outreach details will need distributed for awareness.

3.2.5 The Vendor will also be responsible for documenting meeting attendance, meetings discussions, and meeting comments. The vendor will retain all written, graphic and other materials presented by the public to the Agency. Each district office will be responsible for responding to public comments so vendor must provide copies of all material and comments received.

3.2.6 The Vendor will prepare a final report which summarizes the key issues and concerns identified by local officials and the public. The vendor will provide a program level assessment of the key public concerns throughout the state as well as in each district. A draft final report shall be submitted to OPP for review no later than December 31, 2011. If the report is found to be lacking, the vendor shall correct it at no additional compensation due the Vendor. If the report is found to be lacking, the vendor shall correct it at no additional compensation due the Vendor.

3.3 MILESTONES AND DELIVERABLES

3.3.1 The Vendor will hold a kickoff meeting with OPP. Subsequently, the vendor will hold nine individual kickoff meetings with each district office (scheduled with the Bureau of Program Development) prior to outreach meeting to coordinate presentation materials and identify any unique issues concerning the individual districts.

3.3.2 The Vendor will develop a Statewide Meeting Schedule containing dates and locations for the Fall, 2011 Multi-Year Program Outreach meetings.

3.3.3 The Vendor will develop and prepare meeting materials for the Fall, 2011 Outreach Plan meeting sited in Sec. 3.3.2.

3.3.4 The Vendor will determine the appropriate number of meetings needed to successfully complete the outreach program. However, the Vendor must conduct at least 13 meetings throughout the state during October-November – 1 in each district 2 – 9, 1 in each county within District 1, for a minimum of 13 meetings statewide – October 2011-November 2011. For estimating purposes, in the fall of 2010, twenty public outreach meetings were held statewide.

3.3.5 The following structured documentation must be completed by December 2011 for each meeting held by the Vendor:

- Attendance / Contact information
- Comments and input received at each meeting
- Written and mailed comments obtained at each meeting
- All comments and public participation shall be documented and assembled for ease of understanding and utilization by IDOT
- Project specific concerns at each meeting

3.3.6 The Vendor will hold a post-outreach meeting with OPP to discuss final report and review key public issues identified for the Division of Highways and the Multi-Year Highway Program. At this meeting, an outline will be finalized for the Agency on the content of the Final Report.

3.3.7 The Vendor shall provide a Final Summary Outreach Report based upon information received from the Public Outreach meetings (all findings, reports, conclusions, recommendations, and concerns) and deliver fifteen (15) hard print copies, an electronic copy and a print-ready master copy prior to January 31, 2012.

3.3.8 Additional follow-up meetings between the Vendor and OPP may be needed to evaluate the fall 2011 outreach meetings and plan for the fall 2012 outreach meetings.

3.4 REPORTING, STATUS AND MONITORING

3.4.1 At the State's option the Parties will work together to monitor performance during the contract and any warranty term. This may include use of 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 also record matters related to price, service, quality and other factors deemed important.

3.4.2 Vendor will cooperate with the State in this monitoring 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.

3.4.3 Status reports will be required weekly and must be provided to the OPP/Bureau of Urban Program Planning.

3.4.4 The Vendor will work on a daily basis with the OPP Project Manager to assure that all production and documenting efforts are coordinated and fully staffed.

3.4.5 The Vendor will be required to meet with the OPP/Urban Program Planning management as requested throughout the contract period.

3.5 VENDOR AND STAFF REQUIREMENTS

3.5.1 Required experience with Public Outreach and Public Meetings

3.5.2 Subcontractor Disclosure. Will you be using any subcontractors? ☐ Yes ☐ No

If yes, you must identify in Section 7.7 the names and addresses of all subcontractors you will be using in the performance of this Contract, together with the anticipated amount of money that each subcontractor is expected to receive pursuant to this Contract. Subcontractors" are those specifically hired to provide to the Vendor or another subcontractor some or all of the goods, services, property, remuneration, or other forms of consideration that are the subject of this Contract, including sub-lessees from a lessee of a State agency. We may request updated information at any time.

3.5.5 References: The Vendor must provide references from established private firms or government agencies (four required, two of each preferred), other than the procuring agency, for which the Vendor has performed related work relevant to the subject of this solicitation. **Letters of support are not considered to be references.** Provide the name and contact information for each reference and a description for the services provided. The Vendor must indicate if it has had past contracts with other state agencies (provide name of agency (ies) and contact names(s)). References must be attached with the responsibility forms.

3.5.6 Organizational Chart: Organizational chart showing all professional and support staff for this contract. For those individuals not presently employed by the Vendor, documentation must be submitted for each individual that shows his or her intent to work and hours of commitment over the contract period.

3.5.7.1 Financial Capacity: To demonstrate the financial capacity to carry out the scope of services of the RFP, the Vendor must provide end-of-year financial statements for the last three (3) years.

3.5.8 The Vendor will submit a list of all staff, by name and hourly rate, assigned to this contract. The Vendor must also submit a list of subcontractors personnel assigned to the project. These lists will be submitted to the Agency within 20 working days of contract execution and updates submitted for Agency approval thereafter as future changes occur. Changes in personnel assigned to this project must receive prior approval from the Agency before incurring billable hours.

3.6 WHERE SERVICES ARE TO BE PERFORMED

3.6.1 Services will be performed throughout the State of Illinois.

3.6.2 Work Location Disclosure: Vendor shall disclose in Section 7.8 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.

3.7 OTHER SPECIFICATIONS

3.7.1 As required by Illinois Public Act 95-307, all information technology, including electronic information, software, systems, and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as posted at <http://www.dhs.state.il.us/iitaa>.

3.8 TERM OF CONTRACT

The term of the Contract resulting from this Request for Proposals shall begin **Upon Execution** and shall terminate one year from the Execution date. All services shall be completed by the termination date and all invoices shall be submitted to the Agency within 45 days of the termination date.

3.9 RENEWAL

The resulting Contract may be renewed for a total of three (3), one year terms. The renewal shall be subject to the same terms and conditions as the original Contract unless otherwise stated below. However, the Contract may not renew automatically, nor may the Contract renew solely at the Vendor's option.

End of Instructions

SECTION 4 - OFFER TO STATE OF ILLINOIS

Project Title / Reference # MYP (Multi-Year Program) Outreach Consultant / 11-OPP-6

The undersigned authorized representative of the identified Vendor does hereby submit this Offer to perform in full compliance with the subject solicitation. By completing and signing this Form, we are making an Offer to the State of Illinois that the State may accept. We are also certifying to compliance with the various requirements of the solicitation and the documents contained in the solicitation.

Offeror hereby certifies that no person or entity representing their offer has retained a person or entity to attempt to influence the outcome of a procurement decision made under the Illinois Procurement Code for compensation contingent in whole or in part upon the decision or procurement. Any person who violates this subsection is guilty a business offense and shall be fined.

We have marked each blank below as appropriate and have used N/A when a section is not applicable to this solicitation. We understand that failure to meet all requirements is cause for disqualification.

We have:

☐ Reviewed the Offer Form, including all referenced documents as well as the solicitation Instructions, filled in all relevant blanks, provided any requested information, and

☐ Signed on the space(s) provided.

Acknowledgment of Amendments

☐ We acknowledge receipt of any and all amendments to the solicitation and have taken those into account in making this Offer.

Offer Response Forms: Accompanying and as part of this Offer you will find:

For all Offers

- ☐ Bid Security, if required
- ☐ Designated number of copies
- ☐ Electronic copies, if required. For RFP's include separate disks for technical and pricing, with pricing disk sealed in pricing envelope.
- ☐ Completed Responsibility Forms packet
 - Business and Directory Information
 - Disclosures and Conflicts of Interest
 - Subcontractor Disclosures and Conflicts of Interest
 - Completed and Signed Taxpayer Identification Number form
- ☐ Completed Minority, Female and Person with Disability Status and Subcontracting form, if required
- ☐ References, if required
- ☐ Political Contributions
- ☐ We have made the certification required by Public Act 95-971 and attached the State Board of Elections certificate of registration, if required.

For RFPs

☐ Response to Statement of Work/Specifications/Qualifications and Price sections completed and submitted in separate sealed envelopes in the Offer package.

Exceptions: In preparing the Offer we have taken (check one)

- ☐ No Exceptions
 - ☐ Exceptions to the State's language or requirements in the following sections of the Offer:
 - ☐ Contract
 - ☐ Responsibility forms
- Details of the exceptions are shown (check one)
- ☐ in the text of each section of the Offer
 - ☐ on a separate labeled attachment

Domestic Products (check one)

- ☐ We are not making a claim for preference under the Procurement of Domestic Products Act (30 ILCS 517).
- ☐ We are making a claim for preference under the Procurement of Domestic Products Act (30 ILCS 517). After reading the Act we certify we are eligible and that the following product or products bid or proposed in response to this solicitation meet the requirements of the Act. Check and complete as applicable:
- ☐ All products
- ☐ The following individual products (show line item if applicable)

Request for Confidential Treatment (check one)

☐ We are not requesting confidential treatment for this Offer.

☐ We are seeking confidential treatment for portions of this Offer. We have supplied, as an attachment to this Offer, a listing of the provisions identified by section number for which we seek confidential treatment along with the statutory basis under Illinois law for exempting that information from public disclosure. We are including a detailed justification to support the statutory basis under Illinois law for exempting that information from public disclosure. We have supplied an additional copy of the Offer with confidential information deleted. In the event the designation of confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to hold the State harmless for any costs or damages arising out of the State agreeing to withhold the materials based on Vendor's request.

Protests and Negotiations

If we are selected for award, we understand that does not entitle us to a contract. We further understand the award is conditioned on favorable resolution of any protests and to successful negotiation of terms and conditions including, but not limited to price and any exceptions requested.

Vendor Contact Person: The contact person for purposes of responding to any questions the State may have is:

Printed Name _____ Title _____

Address _____

Phone _____ Fax _____

Email _____

(Vendor name and DBA)

(Signature of party authorized to bind the named Vendor)

Printed Name _____ Title _____

Address _____

Phone _____ Fax _____

E-mail _____

SECTION 5 - RESPONSIBILITY FORMS

We have identified various information we need in order to determine if you are eligible to contract with the State and can be considered a "Responsible" Vendor.

You will need to:

Review each of the Responsibility forms, fill in all relevant blanks and provide any requested information.

Business and Directory Information

Disclosures and Conflicts of Interest

Subcontractor Disclosures and Conflicts of Interest

Minority, Female, Person with Disability Status and Subcontracting

Political Contributions

Complete and sign the:

Taxpayer Identification Form

Attach references, if required

You must include all of this as part of your Offer or risk disqualification.

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 solicitation.
- (o) 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 solicitation 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 Solicitation opening date. (44 Ill. Adm. Code 750.210(a)) For application information call the DHR Public Contracts unit at (312) 814-2431.

Show # _____ or attach proof of application.

DISCLOSURES AND CONFLICTS OF INTEREST

Instructions: Vendor shall disclose financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the chief procurement officer if s/he deems it in the best interest of the State of Illinois and may be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.

- There are six sections to this form and each must be completed to meet full disclosure requirements.
- Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the resultant contract if the bid/offer is awarded. As required by 30 ILCS 500/50-2, for multi-year contracts Vendors must submit these disclosures on an annual basis.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in Section 1 below. HOWEVER, if a Vendor submits a 10K, they still must complete Sections 2, 3, 4, 5 and 6 and submit the disclosure form.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures 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.

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: _____

Section 1: Section 50-35 Disclosure of Financial Interest in the Vendor. *(All Vendors must complete this section)*

Vendors must complete subsection (a), (b) or (c) below. Please read the following subsections and complete the information requested.

- a. If Vendor is a Publicly traded corporation subject to SEC reporting requirements
- i. Vendor shall 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. The 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.

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

OR

- b. If Vendor is a privately held corporation with more than 400 shareholders
- i. 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 Illinois Procurement Code.

OR

- c. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.
- i. 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. Use a separate form for each individual.

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?

☐ Yes ☐ No

2. Do you have an ownership share of less than 5%, but which has a value greater than \$106,447.20?

☐ Yes ☐ No

3. Do you receive more than \$106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
☐ Yes ☐ No
4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than \$106,447.20?
☐ Yes ☐ No
5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: _____. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):
0.5% or less _____ >0.5 to 1.0% _____ >1.0 to 2.0% _____ >2.0 to 3.0 % _____ > 3.0 to 4.0% _____ %
>4.0 to 5.0% _____ and in additional 1% increments as appropriate _____ %
6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

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

Name: _____

Address: _____

- ii. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable (N/A) here _____.

(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. 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 ☐

Section 2: Section 50-13 Conflicts of Interest *(All Vendors must complete this section)*

(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 [\$106,447.20], 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 (\$177,412.00), 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 [\$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

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.)

Section 3: Debarment/Legal Proceeding Disclosure *(All Vendors must complete this section)*

Each of the persons identified in Sections 1, 2 and 3 must each identify any of the following that occurred within the previous 10 years:

Debarment from contracting with any governmental entity	Yes ☐	No ☐
Professional licensure discipline	Yes ☐	No ☐
Bankruptcies	Yes ☐	No ☐
Adverse civil judgments and administrative findings	Yes ☐	No ☐
Criminal felony convictions	Yes ☐	No ☐

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The State reserves the right to request more information, should the information need further clarification.

Section 4: Disclosure of Business Operations with Iran *(All Vendors must complete this section)*

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

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

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

You must check one of the following items and if item 2 is checked you must also make the necessary disclosure:

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

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

Section 5: Current and Pending Contracts *(All Vendors must complete this section).*

Does the Vendor have any contracts pending contracts, bids, proposals or other ongoing procurement relationships with units of State of Illinois government? Yes ☐ No ☐

If yes, please identify each contract, pending contract, bid, proposal and other ongoing procurement relationship it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number.

Section 6: Representative Lobbyist/Other Agent *(All Vendors must complete this section).*

Is the Vendor represented by or employing a lobbyist required to register under the Lobbyist Registration Act or other agent who is not identified under Sections 1 and 2 and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid, offer or contract? Yes ☐ No ☐

If yes, please identify each agent / lobbyist, including name and address.

Costs/Fees/Compensation/Reimbursements related to assistance to obtain contract (describe):

Vendor certifies that none of these costs will be billed to the State in the event of contract award. Vendor must file this information with the Secretary of State.

This Disclosure is signed and made under penalty of perjury pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.

This Disclosure information is submitted on behalf of: _____
(Vendor/Subcontractor Name)

Name of Authorized Representative: _____
Title of Authorized Representative: _____
Signature of Authorized Representative: _____
Date: _____

SUBCONTRACTOR STANDARD CERTIFICATIONS

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

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

If this contract extends over multiple fiscal years including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

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

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

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

2. Vendor certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.

3. Vendor certifies it is not in default on an educational loan (5 ILCS 385/3). This applies to individuals, sole proprietorships, partnerships and individuals as members of LLCs.

4. Vendor (if an individual, sole proprietor, partner or an individual as member of a LLC) certifies it has not received an (i) 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, or (ii) an early retirement incentive on 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, (30 ILCS 105/15a).

5. Vendor certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

6. To the extent there was a incumbent Vendor providing the services covered by this contract and the employees of that Vendor that provide those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This does not apply to heating, air conditioning, plumbing and electrical service contracts.

7. Vendor certifies it 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 Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).

8. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).

9. If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).

10. Vendor certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State (30 ILCS 500/50-10.5e).
11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false (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).
12. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the contract being declared void.
13. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract (30 ILCS 500/50-14).
14. Vendor certifies it has 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).
15. Vendor certifies it is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).
16. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).
17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).
18. In accordance with the Steel Products Procurement Act, Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).
19. a) If Vendor employs 25 or more employees and this contract is worth more than \$5000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.
b) If Vendor is an individual and this contract is worth more than \$5000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the contract (30 ILCS 580).
20. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).
21. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).
22. Vendor certifies it 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).
23. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).
24. Vendor certifies it 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, or indentured labor under penal sanction (30 ILCS 583).
25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).
26. Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) 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 until the violation is mitigated".
27. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement

activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

28. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa. (30 ILCS 587)

29. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code (30 ILCS 500/20-160 and 50-37). Vendor will not make a political contribution that will violate these requirements. These requirements are effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

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

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

or

☐ Vendor has registered and has attached a copy of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

VENDOR (show Company name and DBA)

Signature_____

Printed Name_____

Title_____ Date_____

Address_____

SUBCONTRACTOR DISCLOSURES AND CONFLICTS OF INTEREST

Instructions: Vendor shall disclose financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the chief procurement officer if s/he deems it in the best interest of the State of Illinois and may be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.

- There are six sections to this form and each must be completed to meet full disclosure requirements.
- Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the resultant contract if the bid/offer is awarded. As required by 30 ILCS 500/50-2, for multi-year contracts Vendors must submit these disclosures on an annual basis.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in Section 1 below. HOWEVER, if a Vendor submits a 10K, they still must complete Sections 2, 3, 4, 5 and 6 and submit the disclosure form.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures 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.

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: _____

Section 1: Section 50-35 Disclosure of Financial Interest in the Vendor. *(All Vendors must complete this section)*

Vendors must complete subsection (a), (b) or (c) below. Please read the following subsections and complete the information requested.

- d. If Vendor is a Publicly traded corporation subject to SEC reporting requirements
- ii. Vendor shall 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. The 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.

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

OR

- e. If Vendor is a privately held corporation with more than 400 shareholders
- ii. 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 Illinois Procurement Code.

OR

- f. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.
- iii. 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. Use a separate form for each individual.

5. Do you have an ownership share of greater than 5% of the offering entity or parent entity?

☐ Yes ☐ No

6. Do you have an ownership share of less than 5%, but which has a value greater than \$106,447.20?

☐ Yes ☐ No

7. Do you receive more than \$106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)

☐ Yes ☐ No

8. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than \$106,447.20?

☐ Yes ☐ No

5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: _____. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):

0.5% or less _____ >0.5 to 1.0% _____ >1.0 to 2.0% _____ >2.0 to 3.0 % _____ > 3.0 to 4.0% _____ %
>4.0 to 5.0% _____ and in additional 1% increments as appropriate _____ %

6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:

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

Name: _____

Address: _____

iv. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable (N/A) here _____.

(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. 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 ☐

Section 2: Section 50-13 Conflicts of Interest (*All Vendors must complete this section*)

(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 [\$106,447.20], 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 (\$177,412.00), 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 [\$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

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.)

Section 3: Debarment/Legal Proceeding Disclosure (*All Vendors must complete this section*).

Each of the persons identified in Sections 1, 2 and 3 must each identify any of the following that occurred within the previous 10 years:

Debarment from contracting with any governmental entity	Yes ☐	No ☐
Professional licensure discipline	Yes ☐	No ☐
Bankruptcies	Yes ☐	No ☐
Adverse civil judgments and administrative findings	Yes ☐	No ☐
Criminal felony convictions	Yes ☐	No ☐

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The State reserves the right to request more information, should the information need further clarification.

Section 4: Disclosure of Business Operations with Iran (*All Vendors must complete this section*).

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

iii. more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;

or

iv. the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

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

You must check one of the following items and if item 2 is checked you must also make the necessary disclosure:

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

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

Section 5: Current and Pending Contracts (*All Vendors must complete this section*).

Does the Vendor have any contracts pending contracts, bids, proposals or other ongoing procurement relationships with units of State of Illinois government? Yes ☐ No ☐

If yes, please identify each contract, pending contract, bid, proposal and other ongoing procurement relationship it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number.

Section 6: Representative Lobbyist/Other Agent (*All Vendors must complete this section*).

Is the Vendor represented by or employing a lobbyist required to register under the Lobbyist Registration Act or other agent who is not identified under Sections 1 and 2 and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid, offer or contract? Yes ☐ No ☐

If yes, please identify each agent / lobbyist, including name and address.

Costs/Fees/Compensation/Reimbursements related to assistance to obtain contract (describe):

Vendor certifies that none of these costs will be billed to the State in the event of contract award. Vendor must file this information with the Secretary of State.

This Disclosure is signed and made under penalty of perjury pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.

This Disclosure information is submitted on behalf of: _____
(Vendor/Subcontractor Name)

Name of Authorized Representative: _____
Title of Authorized Representative: _____
Signature of Authorized Representative: _____
Date: _____

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

Taxpayer Identification Number:

Social Security Number _____

or

Employer Identification Number _____

Legal Status (check one):

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

Signature: _____

Date: _____

Minority, Female, Persons with Disability Status and Subcontracting

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) (30 ILCS 575) 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.

Contract Goal to be achieved by the Vendor: This contract includes a specific Business Enterprise Program (BEP) utilization goal of 20 % based on the availability of certified vendors to perform the anticipated direct subcontracting opportunities of this contract. In addition to the other award criteria established for this contract, the Agency will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the certified vendor.

Following are guidelines for the Vendor's response in the Utilization Plan. A format for the utilization plan is included in this section. Vendor should include any additional information that will add clarity to the Vendor's proposed utilization of certified vendors to meet the targeted goal. The Utilization Plan must demonstrate that the Vendor has either met the contract goal or that it has made good faith efforts to do so.

At the time of proposal submission, the Certified Vendor may not yet be certified with CMS Business Enterprise Program; however, the Certified Vendor must meet the eligibility requirements and be fully certified in the BEP Program before contract award. Visit http://www.sell2.illinois.gov/bep/Business_Enterprise.htm for complete requirements and to apply for certification in the Business Enterprise Program. Vendors who submit bids or proposals for State contracts shall not be given a period after the bid or proposal is submitted to cure deficiencies in the Utilization Plan and the Letter of intent, unless mandated by federal law or regulation (30 ILCS 575(4)(c)).

If applicable, the Plan should include an executed Joint Venture agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract. The joint venture agreement must clearly evidence that the certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel and equipment and share of the costs of insurance and other items; the scopes to be performed by the certified vendor's own forces and under its supervision; and the commitment of management, supervisory personnel and operative personnel employed by the certified vendor to be dedicated to the performance of the contract. Each joint venture partner must execute the proposal to the Agency.

An agreement between a Vendor and a certified vendor in which the certified vendor promises not to provide subcontracting quotations to other vendors is prohibited. The Agency may request additional information to demonstrate compliance. The Vendor agrees to cooperate promptly with the Agency in submitting to interviews, allowing entry to places of business, providing further documentation, or soliciting the cooperation of a proposed certified vendor. Failure to cooperate may render the proposal non-responsive. The contract will not be finally awarded until the Vendor's Utilization Plan is approved.

Certified Vendor Locator References: Vendors may consult CMS' BEP Certified Vendor Directory at www.sell2.illinois.gov/bep/Small_and_Diverse_Businesses.htm, as well as the directories of other certifying agencies but subcontracting vendors must be certified by CMS as BEP vendors before the time of contract award.

Vendor Assurance: The Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by the Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate. This assurance must be included in each subcontract that the Vendor signs with a subcontractor or supplier.

Calculating Certified Vendor Participation: The Utilization Plan documents work anticipated to be performed by all certified vendors and paid for upon satisfactory completion. Only the value of payments made for the work actually performed by certified BEP vendors is counted toward the contract goal. Counting guidelines are summarized below:

- 1) The value of the work actually performed by the certified vendor's forces shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified vendor's forces, including supplies purchased or equipment leased by the BEP vendor shall be counted, except supplies purchased and equipment rented from the Vendor.
- 2) A joint venture shall count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the certified vendor performs with its forces toward the goal. A joint venture shall also count the dollar value of work subcontracted to other certified vendors. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the goal.
- 3) When a certified vendor subcontracts part of the work of its contract to another firm, the value of the subcontracted work shall be counted toward the contract goal only if the certified vendor's subcontractor is a certified vendor. Work that a certified vendor subcontracts to a non-certified vendor will not count towards the goal.
- 4) A Vendor shall count towards the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a certified vendor manufacturer, regular dealer or supplier.
- 5) A Vendor shall count towards the goal the following expenditures to certified vendors that are not manufacturers, regular dealers or suppliers:

(a) The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.

(b) The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services. The certified vendor trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.

(c) The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.

6) A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.

(a) A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The certified vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the Agency shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.

(b) A certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed in order to obtain certified vendor participation. In determining whether a certified vendor is such an extra participant, the Agency shall examine similar transactions, particularly those in which certified vendors do not participate, and industry practices.

7) A Vendor shall not count towards the goal expenditures that are not direct, necessary and proximately related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

Good Faith Effort Procedures: If the Vendor cannot meet the goal, the Vendor must document in the Utilization Plan its good faith efforts that could reasonably have been expected to meet the goal. Vendors must submit utilization forms that meet or exceed the published goal or submit utilization forms that describe a percentage participation that is less than the goal and submit documentation regarding good faith efforts at the time of bid/proposal submission. Vendors will not be permitted to correct goal deficiencies post bid/proposal due dates. The Agency will consider the quality, quantity, and intensity of the Vendor's efforts.

1) The following is a list of types of action that the Agency will consider as evidence of the Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of the Agency may be relevant in appropriate cases.

(a) Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified vendors that have the capability to perform the work of the contract. The Vendor must solicit this interest within sufficient time to allow the certified vendors to respond to the solicitation. The Vendor must determine with certainty if the certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to bid. The Vendor must provide interested certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.

(b) Selecting portions of the work to be performed by certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate certified vendor participation, even when the Vendor might otherwise prefer to perform these work items with its own forces.

(c) Making a portion of the work available to certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate certified vendor participation.

(d) Negotiating in good faith with interested certified vendors. Evidence of such negotiation includes the names, addresses, and telephone numbers of certified vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for certified vendors to perform the work. A Vendor using good business judgment will consider a number of factors in negotiating with certified vendors and will take a firm's price and

capabilities into consideration. The fact that there may be some additional costs involved in finding and using certified vendors is not in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from certified vendors if the price difference is excessive or unreasonable.

(e) Thoroughly investigating the capabilities of certified vendors and not rejecting them as unqualified without sound reasons. The certified vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids in the Vendor's efforts to meet the goal.

(f) Making efforts to assist interested certified vendors in obtaining lines of credit or insurance as required by the Agency, the Vendor or to perform the scope of work.

(g) Making efforts to assist interested certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

(h) Effectively using the services of available minority/women community organizations; minority/women vendors' groups; local, state, and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of certified vendors.

2) In evaluating the Vendor's good faith efforts, the good faith efforts of other vendors to meet the goal on this solicitation or similar contracts may be considered.

3) If the Agency determines that the Vendor has made good faith efforts to meet the goal, the Agency will award the contract provided that the Vendor is otherwise eligible for award.

If the Agency determines that good faith efforts have not been made, it will notify the Vendor in writing of that determination.

Contract Compliance: Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern the Vendor's compliance with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract. If the Vendor did not succeed in obtaining enough certified vendor participation to achieve the goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of certified vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.

1) The Utilization Plan may not be amended without the Agency's prior written approval.

2) The Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the Agency. Unauthorized changes or substitutions, including performing the work designated for a certified vendor with the Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. The Vendor must negotiate with the certified vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work, the certified vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work.

3) Substitutions of a certified vendor shall be permitted under the following circumstances:

- (a) Unavailability after receipt of reasonable notice to proceed;
- (b) Failure of performance;
- (c) Financial incapacity;
- (d) Refusal by the certified vendor to honor the bid or proposal price or scope;
- (e) Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
- (f) Failure of the certified vendor to meet insurance, licensing or bonding requirements;
- (g) The certified vendor's withdrawal of its bid or proposal; or
- (h) Decertification of the certified vendor.

4) If it becomes necessary to substitute a certified vendor or otherwise change the Utilization Plan, the Vendor must notify the Agency in writing of the request to substitute a certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency will approve or deny a request for substitution or other change in the Utilization Plan within 5 business days of receipt of the request.

5) Where the Vendor has established the basis for the substitution to the Agency's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified vendor. Documentation of a replacement vendor, or of good faith efforts to replace the certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, the Vendor may substitute with a non-certified vendor.

- 6) If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, the Vendor must obtain the approval of the Agency to modify the Utilization Plan and must make good faith efforts to ensure that certified vendors have a fair opportunity to bid on the new scope of work.
- 7) A new subcontract must be executed and submitted to the Agency within 5 business days of the Vendor's receipt of the Agency's approval for the substitution or other change.
- 8) The Vendor shall maintain a record of all relevant data with respect to the utilization of certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least 5 years after the completion of the contract. Full access to these records shall be granted by the Vendor upon 48 hours written demand by the Agency to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency shall have the right to obtain from the Vendor any additional data reasonably related or necessary to verify any representations by the Vendor. After the performance of the final item of work or delivery of material by a certified vendor and final payment to the certified vendor by the Vendor, but not later than 30 calendar days after such payment, the Vendor shall submit a statement confirming the final payment and the total payments made to the BEP vendor under the contract.
- 9) The Agency will periodically review the Vendor's compliance with these provisions and the terms of its contract. Without limitation, the Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of certified vendors, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- 10) The Agency reserves the right to withhold payment to the Vendor to enforce these provisions and the Vendor's contractual commitments. Final payment shall not be made on the contract until the Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

UTILIZATION PLAN

The Utilization Plan and Letter of Intent must be sealed separately within the offer container.

_____ (the Vendor) submits the following Utilization Plan as part of our proposal in accordance with the requirements of the Minority, Female, Persons with Disability Status and Subcontracting section of the solicitation for 20%. We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded. We understand that we will not be given a period after the bid or proposal is submitted to cure deficiencies in the Utilization Plan and the Letter of intent, unless mandated by federal law or regulation (30 ILCS 575(4)(c)).

_____ (the Vendor) makes the following assurance and agrees to include the assurance in each subcontract with a subcontractor or supplier utilized on this contract: We shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate.

Vendor's person responsible for compliance:

Name: _____

Title: _____

Telephone: () _____ extension _____

Email: _____

We submit one (1) of the following statements:

☐ We are certified (or are eligible and have applied to be certified) with BEP and plan to fully meet the BEP utilization goal through self-performance.

☐ We attach Section I to demonstrate our Plan fully meets the BEP utilization goal of 20% % through subcontracting.

☐ We attach Section I to detail that we do not fully meet the BEP utilization goal. We also attach Section II, Demonstration of Good Faith Efforts.

Section I
Utilization of Certified Vendors

Please submit a separate Section I for each proposed certified vendor.

To achieve the BEP utilization goal through subcontracting, the following is proposed:

- 1) The proposed certified vendor's company name, address and phone number:

At the time of submission, the above certified vendor is:

- ☐ Certified with the CMS Business Enterprise Program (BEP)
- ☐ Meets the criteria and has submitted an application for certification with BEP
(BEP certification must be completed before contract award)
- ☐ Certified as a disadvantaged, minority, or woman business enterprise with the following governmental agency or private organization:
(BEP certification must be completed before contract award)

- 2) A detailed description of the commercially useful work to be done by this certified vendor is as follows:

- 3) The total estimated cost to the state for this contract is \$_____. The portion of the contract which will be subcontracted to this certified vendor is \$_____, or _____ % of the total cost of the contract.

- 4) A notarized signed letter of intent between _____ (the Vendor) and _____ (the certified vendor) detailing the work to be performed by the certified vendor and the agreed upon rates or prices, conforming to the Utilization Plan is included.

- 5) A joint venture agreement is not required, as the arrangement between _____ and _____ is that of contractor/sub-contractor and not a joint venture.

or,

A joint venture agreement between _____ and _____ is included in lieu of the letter of intent.

- 6) The Vendor has not prohibited or otherwise limited _____ (certified vendor) from providing subcontractor quotes to other potential bidders/vendors.

We understand that the Agency may require additional information to verify our compliance and we agree to cooperate immediately in submitting to interviews, allowing entry to any of our office locations, providing further documentation, or soliciting the cooperation of our proposed certified vendor. We will maintain appropriate records relating to our utilization of the certified vendor including: invoices, cancelled checks, books of account, and time records.

Section II

Demonstration of Good Faith Efforts to Achieve BEP Subcontracting Goal

If the BEP subcontracting goal was not achieved, the Good Faith Efforts checklist (Section II A) and contacts log (Section II B) must be submitted with the solicitation response (or as otherwise specified by CMS). Failure to do so may render the Vendor's solicitation response non-responsive and cause it to be rejected, or render the Vendor ineligible for contract award, at CMS' sole discretion. The Vendor will promptly provide evidence in support of its Good Faith Efforts to CMS upon request.

Section II A

Good Faith Efforts Checklist

Insert on each line below the initials of the authorized Vendor representative who is certifying on behalf of the Vendor that the Vendor has completed the activities described below. If any of the items below were not completed, attach a detailed written explanation why each such item was not completed. If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed written explanation.

_____ Identified portions of the project work capable of performance by available BEP vendors, including, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP participation even when the Vendor could perform those scopes with its own forces.

_____ Solicited through reasonable and available means (e.g., written notices, advertisements) BEP vendors to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond.

_____ Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage BEP vendors to submit proposals or bids.

_____ Negotiated in good faith with interested BEP vendors that submitted proposals or bids and thoroughly investigated their capabilities.

_____ Made efforts to assist interested BEP vendors in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).

_____ Utilized resources available to identify available certified vendors, including but not limited to BEP assistance staff; local, state and federal minority or women business assistance offices; and other organizations that provide assistance in the recruitment and placement of diverse businesses.

Section II B

Good Faith Efforts Contacts Log for Soliciting

BEP Sub-consultant, Subcontractor or Supplier Participation

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of BEP sub-consultants, subcontractors and suppliers. Duplicate as needed. (It is not necessary to show contacts with certified vendors with which the Vendor reached an agreement to participate on this project, as shown on Section I of this Plan.)

Name of certified vendor firm	Date and method of contact	Scope of work solicited	Reason agreement was not reached

Letter of Intent (LOI)
Between Prime Vendor and Certified Vendor

Instructions: The responsive offeror is required to submit this signed and notarized Letter of Intent from each certified vendor identified on the Utilization Plan. LOIs must be submitted with the proposal and must be notarized by both parties. Submit a separate LOI for each proposed certified vendor. The amount and scope of work indicated on each LOI shall be the actual amount indicated on the Utilization Plan submitted with the proposal and approved by the Agency.

Changes to the Utilization Plan including substitution of certified vendors are permitted only after award of the contract and only with prior written approval of the Agency. A request for changes to the Utilization Plan must be submitted on the *Request for Change of Utilization Plan Form* for all levels of subcontracting. LOIs must be submitted for all additions of certified vendors to the Utilization Plan prior to the start of work.

Project Name _____ Project/Solicitation Number: _____

Name of Prime Vendor: _____

Address: _____
Street City State Zip Code

Telephone: () _____ Fax: () _____ Email: _____

Name of Certified Vendor: _____

Address: _____
Street City State Zip Code

Telephone: () _____ Fax: () _____ Email: _____

Type of agreement: ☐ Services ☐ Supplies ☐ Both Services/Supplies

Type of payment: ☐ Lump Sum _____ ☐ Hourly Rate _____ ☐ Unit Price _____

Period of Performance: _____ Proposed Subcontract Amount \$ _____ or Proposed % of Contract _____

Description of work to be performed by certified vendor:

List the governmental agency or private organization with whom the certified vendor is currently certified as a disadvantaged, minority, or woman business enterprise.

The prime vendor and the certified vendor above hereby agree that upon the execution of a contract for the above-named project between the prime vendor and the State of Illinois, the certified vendor will perform the scope of work for the price as indicated above.

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

Signature

Printed Name

Title: _____ Date: _____

Subscribed and sworn before me this
_____ day of _____, 20 ____.

Notary Public

My Commission expires: _____

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

Signature

Printed Name

Title: _____ Date: _____

Subscribed and sworn before me this
_____ day of _____, 20 ____.

Notary Public

My Commission expires: _____

Political Contributions

Public Act 95-971 addresses political contributions by Vendors, including affiliated persons and entities. The Act contains registration requirements and provides that all bids submitted to the State after January 1, 2009 contain a certificate of registration from the Illinois State Board of Elections or a certification that the bidding entity is not required to register. Further information about the registration requirements can be found on the Board of Elections website, www.elections.il.gov. Failure to submit this information will result in disqualification.

By submission of an Offer, you acknowledge and certify that you have read, understand and will comply with Public Act 95-971, including but not limited to, all provisions relating to reporting and making contributions to state officeholders, declared candidates for State offices and covered political organizations that promote the candidacy of an officeholder or declared candidate for office. Vendor acknowledges that the State may declare any resultant contract void if this certification is false or if the Act is violated.

In compliance with Public Act 95-971 check the following certification that applies to you:

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

or

☐ Vendor has registered and has attached a copy of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

TAXPAYER IDENTIFICATION NUMBER

I certify that:

4. 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
5. 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
6. I am a U.S. person (including a U.S. resident alien).
 - If you are an individual, enter your name and SSN as it appears on your Social Security Card.
 - If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
 - If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.
 - If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
 - For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Taxpayer Identification Number:

Social Security Number _____

or

Employer Identification Number _____

Legal Status (check one):

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

Signature: _____

Date: _____

SECTION 6 - RESPONSIVENESS

For this solicitation, you will need to respond to each of the points identified in Section 3 of the Solicitation. You must follow any format shown or referenced below. If none, you may respond freeform provided you address all the points, numbering each point as found in Section 3 and addressing them in the order they appear.

SECTION 7 - PRICE

7.0 PRICE SUBMISSION: The Price Proposal must be submitted in a separate, sealed envelope or container in the Offer container. The Vendor will provide its Price Proposal in accordance with the specifications provided below for the services specified in this document. Required pricing details are shown below:

7.1 METHOD AND RATE OF COMPENSATION: Identify the method of charging (hourly) and provide the rate for each labor category. Pricing shall be in accordance with the unit of measure specified and only one unit price shall be quoted per item unless specifically provided below. All extensions and totals requested shall be shown. Prices quoted must be net after deducting all trade or quantity discounts and any other available allowances. Prices must be F.O.B. DESTINATION with all transportation and handling included and paid by the Vendor. Changes in personnel assigned to this project must receive prior approval from the Agency before incurring billable hours.

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

A. VENDOR DIRECT LABOR Category			
POSITION/TITLE	FULLY-LOADED HOURLY RATE	ESTIMATED HOURS	ESTIMATED TOTAL COSTS (Column 2x3)
1.			\$
2.			\$
3.			\$
4.			\$
5.			\$
			\$
SUB-TOTAL			\$
B. SUBCONTRACTORS			
COMPANY NAME	BEP STATUS PERCENT OF TOTAL CONTRACT COST		ESTIMATED COSTS
1.			\$
2.			\$
SUB-CONTRACTOR-TOTAL			\$
GRAND TOTAL			\$

7.2 MAXIMUM COMPENSATION FOR SUPPLIES AND SERVICES: Show price in checked category only:

- ☐ Firm Price _____
☒ Estimated Price _____

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

7.4 PAYMENT TERMS AND CONDITIONS (including when paid, frequency and retainage): Payment will be made after completion of the Contract unless otherwise specified below.

All invoices/bills will be submitted on a monthly basis and sent to the OPP. The amount shown on each invoice shall be in accordance with the rates established in this Contract.

Send invoices to:
Illinois Department of Transportation
Office of Planning & Programming
Attn. Susan Stitt, Rm 311
2300 South Dirksen Parkway
Springfield, IL 62764

7.5 DISCOUNTS: N/A

7.6 TAX EXEMPTIONS: State and Federal tax exemption information is available upon request.

7.7 SUBCONTRACTORS: Will you be using any subcontractors? ☐ Yes ☐ No

If yes, you must identify below the names and addresses of all subcontractors you will be entering into a contractual agreement with a total value of \$25,000 or more in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract. For purposes of this section, subcontractors are those specifically hired to provide to the Vendor some or all of the goods, services, property, remuneration, or other forms of consideration that are the subject of this Contract, including sub-lessees from a lessee of a State agency. A copy of each subcontract issued pursuant to the Contract shall be provided to the State Purchasing Officer or Chief Procurement Officer within 20 days after the execution of the Contract or after execution of the subcontract, whichever is later. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

Subcontractor Name _____	Amount to be paid <u>Insert in Sealed Price Proposal</u>
Address _____	Description of work _____

Subcontractor Name _____	Amount to be paid <u>Insert in Sealed Price Proposal</u>
Address _____	Description of work _____

All subcontracts must include the Subcontractor Standard Certifications and the Disclosures and Conflicts of Interest, completed and signed by the subcontractor.

7.8 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.

Location where services will be performed _____
Value of services performed at this location Insert in Sealed Price Proposal

Location where services will be performed _____
Value of services performed at this location Insert in Sealed Price Proposal

SECTION 8 - CONTRACT

We expect to contract based on the terms and conditions as set forth in the attached State of Illinois Contract. If you are unable to accept one or more parts of the Contract, identify any exception that you want us to consider. You may show these changes on the Contract form itself by striking over language you find problematic, and underlining alternate language or by listing the sections and showing the alternate language on a separate page. You must provide these exceptions requests and alternate language with your Offer. Please note that most contract provisions are required by law or important policy and we have very limited ability to consider and accept changes you might propose. Any proposed changes may be considered in the evaluation.

SAMPLE CONTRACT
DO NOT COMPLETE

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract constitutes the entire contract between the Parties concerning the subject matter of the contract and supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts and signature may be electronic or digital upon agreement of the Parties.

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

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

VENDOR
(Vendor Name) _____

Signature _____

Printed Name _____

Title _____ Date _____

Address _____

Phone _____ Fax _____

E-mail _____

STATE OF ILLINOIS
(Procuring Agency Name) _____

Official Signature _____

Printed Name _____

Title _____ Date _____

Designee Signature _____

Printed Name _____

Title _____

Address _____

Phone _____ Fax _____

E-mail _____

STATE USE ONLY		NOT PART OF CONTRACTUAL PROVISIONS
PBC#	Project Title	
Contract #	Procurement Method (IFB, RFP, Small, etc):	
IPB Ref. #	IPB Publication Date:	Award Code:
Subcontractor Utilization? ☐ Yes ☐ No	Subcontractor Disclosure? ☐ Yes ☐ No	
Funding Source	Obligation #	
CPO 33 – General Counsel Approval:		
Signature	Printed Name	Date

1. TERM AND TERMINATION

1.1 **TERM OF THIS CONTRACT:** This contract has an initial term of *(show beginning and end date or length in months or other measure of time)*. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

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

Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract.

1.2 **RENEWAL:** Subject to the maximum total term as identified above, the State has the option to renew for the following term(s): *(If the solicitation did not provide for renewal options, the contract may not include any renewal options.)*

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

Any renewal is subject to the same terms and conditions as the original contract except as stated below in this subsection. The State may renew this contract for any or all of the option periods specified may exercise any of the renewal options early and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the State. The contract may not renew automatically nor may the contract renew solely at the Vendor's option.

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

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

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

1.4 **TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with 30 days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and services provided in compliance with this contract up to and including the date of termination.

2. DESCRIPTION OF SUPPLIES AND SERVICES

2.1 GOAL: To utilize the knowledge and expertise of the Vendor, that is lacking in the Procuring Agency's staff, to obtain supplies and services necessary to help meet the statutory responsibilities of the Procuring Agency.

2.2 SUPPLIES AND/OR SERVICES REQUIRED:

2.3 MILESTONES AND DELIVERABLES: Vendor shall not perform services, provide supplies or incur expenses in amount exceeding the amount shown in this Section, unless the State has authorized a higher amount in writing prior to the Vendor performing the services, providing the supplies, or incurring the expenses.

Not-to-exceed \$ _____

2.4 VENDOR / STAFF SPECIFICATIONS:

2.5 ASSIGNMENT AND SUBCONTRACTING:

2.5.1 This contract may not be assigned, transferred in whole or in part by the Vendor without the prior written consent of the State.

2.5.2 For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract.

Will subcontractors be utilized? ☐ Yes ☐ No

2.5.3 Vendor shall describe below the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. Vendor shall provide a copy of any subcontracts within 20 days of execution of this contract.

Subcontractor Name _____	Amount to be paid _____ r
Address _____	Description of work _____

Subcontractor Name _____	Amount to be paid _____ r
Address _____	Description of work _____

2.5.4 The Vendor shall notify the State of any additional or substitute subcontractors hired during the term of this contract. Vendor shall provide to the State a copy of all such subcontracts within 20 days of execution of the subcontract.

2.5.5 All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State.

2.6 TRANSPORTATION AND DELIVERY:

2.7 WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise specified in this section all services shall be performed in the United States. If the Vendor manufactures the supplies or performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor. Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

Location where services will be performed _____
Value of services performed at this location _____

Location where services will be performed _____
Value of services performed at this location _____

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

2.9 WARRANTIES FOR SUPPLIES AND SERVICES:

2.9.1 Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

2.9.2 Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

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

2.10 REPORTING, STATUS AND MONITORING SPECIFICATIONS:

2.10.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.

2.10.2 By August 31 of each year, Vendor shall report the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups (35 ILCS 5/216, 5/217).

3. PRICING

3.1 METHOD AND RATE OF COMPENSATION: The State will compensate Vendor for the initial term as follows:

- ☐ Hourly _____
☐ Monthly _____
☐ Annually _____
☐ Project _____
☐ Item (show unit of measure and rate) _____

3.2 TYPE OF PRICING: Pricing under this contract is

- ☐ Firm _____
☒ Estimated _____

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

3.4 EXPENSES: Any expenses that Vendor may charge are shown in this section. The State will not compensate Vendor for expenses related to travel, lodging or meal.

3.5 DISCOUNT: N/A

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

3.7 INVOICING: Vendor shall invoice at the completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in this contract.

Send invoices to _____.

3.8 PAYMENT TERMS AND CONDITIONS:

3.8.1 By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims (30 ILCS 105/25). All invoices are subject to statutory offset (30 ILCS 210).

3.8.2 Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act (30 ILCS 540) and rules (74 Ill. Adm. Code 900) when applicable. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.

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

3.8.4 As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law (Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. Vendor is responsible for contacting the Illinois Dept. of Labor 217-782-6206; <http://www.state.il.us/agency/idol/index.htm> to ensure understanding of prevailing wage requirements), (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request.

4. STANDARD BUSINESS TERMS AND CONDITIONS

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

4.2 **AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65):** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for five years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records.

4.3 **TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.

4.4 **NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

4.5 **FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.

4.6 **CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.7 **USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related

intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

4.8 INDEMNIFICATION AND LIABILITY: The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.

4.9 INSURANCE: Vendor shall, at all times during the term and any renewals, maintain and provide a Certificate of Insurance naming the State as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.10 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.11 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

4.12 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

4.13 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractors officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background checks.

4.14 APPLICABLE LAW: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. 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. The official text of cited statutes is incorporated by reference (An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>). In compliance with the Illinois and federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the federal Rehabilitation Act and other applicable laws and rules the State does not unlawfully discriminate in employment, contracts, or any other activity.

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

4.16 CONTRACTUAL AUTHORITY: The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do so as approving officer and shall have no liability to Vendor. When the Chief

Procurement officer or authorized designee signs a master contract on behalf of State agencies, only the Agency that places an order with the Vendor shall have any liability to Vendor for that order.

4.17 NOTICES: Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

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

4.19 PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.

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

5. STANDARD CERTIFICATIONS

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

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

If this contract extends over multiple fiscal years including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that this contract remains in effect.

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

5.1 As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

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

5.2 Vendor certifies it and its employees will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this contract.

5.3 Vendor certifies it is not in default on an educational loan (5 ILCS 385/3). This applies to individuals, sole proprietorships, partnerships and individuals as members of LLCs.

5.4 Vendor (if an individual, sole proprietor, partner or an individual as member of a LLC) certifies it has not received an (i) 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, or (ii) an early retirement incentive on 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, (30 ILCS 105/15a).

5.5 Vendor certifies it is a properly formed and existing legal entity (30 ILCS 500/1.15.80, 20-43); and as applicable has obtained an assumed name certificate from the appropriate authority, or has registered to conduct business in Illinois and is in good standing with the Illinois Secretary of State.

5.6 To the extent there was a incumbent Vendor providing the services covered by this contract and the employees of that Vendor that provide those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract (30 ILCS 500/25-80). This does not apply to heating, air conditioning, plumbing and electrical service contracts.

5.7 Vendor certifies it 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 Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).

5.8 If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business (30 ILCS 500/50-10).

5.9 If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the State shall declare the contract void if this certification is false (30 ILCS 500/50-10.5).

5.10 Vendor certifies it is not barred from having a contract with the State based on violating the prohibition on providing assistance to the state in identifying a need for a contract (except as part of a public request for information process) or by reviewing, drafting or preparing solicitation or similar documents for the State (30 ILCS 500/50-10.5e).

5.11 Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false (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).

5.12 Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act (30 ILCS 500/50-12) and acknowledges that failure to comply can result in the contract being declared void.

5.13 Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract (30 ILCS 500/50-14).

5.14 Vendor certifies it 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).

5.15 Vendor certifies it is not in violation of the "Revolving Door" section of the Illinois Procurement Code (30 ILCS 500/50-30).

5.16 Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement (30 ILCS 500/50-38).

5.17 Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State (30 ILCS 500/50-40, 50-45, 50-50).

5.18 In accordance with the Steel Products Procurement Act, Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring agency grants an exception (30 ILCS 565).

5.19 a) If Vendor employs 25 or more employees and this contract is worth more than \$5000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.

b) If Vendor is an individual and this contract is worth more than \$5000, Vendor shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the contract (30 ILCS 580).

5.20 Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This applies to contracts that exceed \$10,000 (30 ILCS 582).

5.21 Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States (720 ILCS 5/33 E-3, E-4).

5.22 Vendor certifies it 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).

5.23 Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any "discriminatory club" (775 ILCS 25/2).

5.24 Vendor certifies it 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, or indentured labor under penal sanction (30 ILCS 583).

5.25 Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor or any child under the age of 12 (30 ILCS 584).

5.26 Vendor certifies that it is not in violation of Section 50-14.5 of the Illinois Procurement Code (30 ILCS 500/50-14.5) 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 until the violation is mitigated".

5.27 Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor's family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.

5.28 Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract will comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at www.dhs.state.il.us/iitaa. (30 ILCS 587)

5.29 Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code (30 ILCS 500/20-160 and 50-37). Vendor will not make a political contribution that will violate these requirements. These requirements are effective for the duration of the term of office of the incumbent Governor or for a period of 2 years after the end of the contract term, whichever is longer.

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

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

or

☐ Vendor has registered and has attached a copy of the official certificate of registration as issued by the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

6.0 DISCLOSURES AND CONFLICTS OF INTEREST

Instructions: Vendor shall disclose financial interests, potential conflicts of interest and contract information identified in Sections 1, 2 and 3 below as a condition of receiving an award or contract (30 ILCS 500/50-13 and 50-35). Failure to fully disclose shall render the contract, bid, proposal, subcontract, or relationship voidable by the chief procurement officer if s/he deems it in the best interest of the State of Illinois and may be cause for barring from future contracts, bids, proposals, subcontracts, or relationships with the State.

- There are five sections to this form and each must be completed to meet full disclosure requirements.
- Note: The requested disclosures are a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the resultant contract if the bid/offer is awarded. As required by 30 ILCS 500/50-2, for multi-year contracts Vendors must submit these disclosures on an annual basis.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in Section 1 below. HOWEVER, if a Vendor submits a 10K, they still must complete Sections 2, 3, 4, 5 and 6 and submit the disclosure form.

If the Vendor is a wholly owned subsidiary of a parent organization, separate disclosures 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.

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: _____

Section 1: Section 50-35 Disclosure of Financial Interest in the Vendor. *(All Vendors must complete this section)*

Vendors must complete subsection (a), (b) or (c) below. Please read the following subsections and complete the information requested.

- a. If Vendor is a Publicly traded corporation subject to SEC reporting requirements
- i. Vendor shall 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. The 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.

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

OR

- b. If Vendor is a privately held corporation with more than 400 shareholders
- i. 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 Illinois Procurement Code.

OR

- c. If Vendor is an individual, sole proprietorship, partnership or any other not qualified to use subsections (A) or (B), complete (i) and (ii) below as appropriate.

i. 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. Use a separate form for each individual.

1. Do you have an ownership share of greater than 5% of the offering entity or parent entity?
☐ Yes ☐ No
2. Do you have an ownership share of less than 5%, but which has a value greater than \$106,447.20?
☐ Yes ☐ No
3. Do you receive more than \$106,447.20 of the offering entity's or parent entity's distributive income? (Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)
☐ Yes ☐ No
4. Do you receive greater than 5% of the offering entity's or parent entity's total distributive income, but which is less than \$106,447.20?
☐ Yes ☐ No
5. If you responded yes to any of questions 1 – 4 above, please provide either the percentage or dollar amount of your ownership or distributive share of income: _____. For partnerships with more than 50 partners, the percentage share of ownership of each individual identified above may be shown in the following ranges (dollar value fields must also be completed when applicable):
0.5% or less _____ >0.5 to 1.0% _____ >1.0 to 2.0% _____ >2.0 to 3.0 % _____ > 3.0 to 4.0% _____ %
>4.0 to 5.0% _____ and in additional 1% increments as appropriate _____ %
6. If you responded yes to any of the questions 1-4 above, please check the appropriate type of ownership/distributable income share:
Sole Proprietorship ☐ Stock ☐ Partnership ☐ Other (explain) _____

Name: _____
Address: _____

ii. In relation to individuals identified above, indicate whether any of the following potential conflict of interest relationships apply. If "Yes," please describe each situation (label with appropriate letter) using the space at the end of this Section (attach additional pages as necessary). If no individual has been identified above, mark not applicable (N/A) here _____.

- (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. 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 ☐

Section 2: Section 50-13 Conflicts of Interest *(All Vendors must complete this section)*

(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 [\$106,447.20], 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 (\$177,412.00), 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 [\$354,824.00], to have or acquire any such contract or direct pecuniary interest therein.

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.)

Section 3: Debarment/Legal Proceeding Disclosure *(All Vendors must complete this section).*

Each of the persons identified in Sections 1, 2 and 3 must each identify any of the following that occurred within the previous 10 years:

Debarment from contracting with any governmental entity	Yes ☐	No ☐
Professional licensure discipline	Yes ☐	No ☐
Bankruptcies	Yes ☐	No ☐
Adverse civil judgments and administrative findings	Yes ☐	No ☐
Criminal felony convictions	Yes ☐	No ☐

If any of the above is checked yes, please identify with descriptive information the nature of the debarment and legal proceeding. The State reserves the right to request more information, should the information need further clarification.

Section 4: Disclosure of Business Operations with Iran *(All Vendors must complete this section).*

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

- i. more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action;
or

- ii. the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

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

You must check one of the following items and if item 2 is checked you must also make the necessary disclosure:

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

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

Section 5: Current and Pending Contracts *(All Vendors must complete this section).*

Does the Vendor have any contracts pending contracts, bids, proposals or other ongoing procurement relationships with units of State of Illinois government? Yes ☐ No ☐

If yes, please identify each contract, pending contract, bid, proposal and other ongoing procurement relationship it has with units of State of Illinois government by showing agency name and other descriptive information such as bid number, project title, purchase order number or contract reference number.

Section 6: Representative Lobbyist/Other Agent *(All Vendors must complete this section).*

Is the Vendor represented by or employing a lobbyist required to register under the Lobbyist Registration Act or other agent who is not identified under Sections 1 and 2 and who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid, offer or contract? Yes ☐ No ☐

If yes, please identify each agent / lobbyist, including name and address.

Costs/Fees/Compensation/Reimbursements related to assistance to obtain contract (describe):

Vendor certifies that none of these costs will be billed to the State in the event of contract award. Vendor must file this information with the Secretary of State.

This Disclosure is signed and made under penalty of perjury pursuant to Sections 500/50-13 and 500/50-35(a) of the Illinois Procurement Code.

This Disclosure information is submitted on behalf of: _____
(Vendor/Subcontractor Name)

Name of Authorized Representative: _____

Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

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 & Administration
District / Bureau:	Bureau of Business Services
DEPARTMENT Reference No.:	11-OPP-6
Services Requested:	
Location of Proposal Opening:	Illinois Department of Transportation
	2300 South Dirksen Parkway, 302 Rm, Springfield, IL 62764
Date and Time of Opening:	June 29, 2011 at 1:30 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:

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 & Administration
District / Bureau:	Bureau of Business Services
DEPARTMENT Reference No.:	11-OPP-6
Services Requested:	MYP (Multi-Year Program) Outreach Consultant
Location of Proposal Opening:	Illinois Department of Transportation
	2300 South Dirksen Parkway, 302 Rm, Springfield, IL 62764
Date and Time of Opening:	June 29, 2011 at 1:30 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.

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

SEALED Utilization Plan

Illinois Department of Transportation

Division / Office:	Office of Finance & Administration
District / Bureau:	Bureau of Business Services
DEPARTMENT Reference No.:	11-OPP-6
Services Requested:	MYP (Multi-Year Program) Outreach Consultant
Location of Proposal Opening:	Illinois Department of Transportation
	2300 South Dirksen Parkway, 302 Rm, Springfield, IL 62764
Date and Time of Opening:	June 29, 2011 at 1:30 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.

7. SUPPLEMENTAL PROVISIONS

7.1 State Supplemental Provisions

- ☐ Definitions
- ☒ Required Federal Clauses, Certifications and Assurances
- ☐ ARRA Requirements (American Recovery and Reinvestment Act of 2009)
- ☐ Public Works Requirements (construction and maintenance of a public work) (820 ILCS 130/4)
- ☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, 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)
- ☒ BEP Subcontracting Requirements (Utilization Plan and Letter of Intent)
- ☒ Agency Supplemental Terms and Conditions
- ☐ Other (describe)

7.2 Vendor Supplemental Provisions

☐ _____

7.3 AGENCY SUPPLEMENTAL TERMS AND CONDITIONS

7.3.1 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.

7.3.2 AGENTS AND EMPLOYEES:

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

7.3.3 PUBLICITY:

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

7.3.4 CONSULTATION:

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

7.3.5 ACCOUNTING:

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

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

http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/31.htm#PO_0

7.3.6 THIRD PARTY BENEFICIARIES:

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

7.3.7 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.

7.3.8 VENDOR'S TERMINATION DUTIES:

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

7.3.8.1 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 there from, any other matters the Agency/Buyer may require;

7.3.8.2 Immediately cease using and return to the Agency/Buyer any personal property or materials, whether tangible or intangible, provided by the Agency/Buyer to the Vendor;

7.3.8.3 Comply with the Agency/Buyer's instructions for the timely transfer of any active files and work product produced by the Vendor under this Contract;

7.3.8.4 Cooperate in good faith with the Agency/Buyer, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor;

7.3.8.5 Immediately return to the Agency/Buyer any payments made by the Agency/Buyer for services that were not rendered by the Vendor.

7.3.9 OVERTIME:

All work performed by Vendor at overtime rates shall be pre-approved by the Agency/Buyer.

7.3.10 PURCHASE OF EQUIPMENT AND MAINTENANCE ASSURANCE:

7.3.10.1 Vendor shall not purchase equipment with funds received under this Contract without having obtained the Agency/Buyer's prior approval. For purposes of this Article, "equipment" shall include any product, tangible and non-tangible, used solely in Vendor's performance under this Contract and having a useful life of two years or more and an acquisition cost of at least \$100. Vendor acknowledges that the Agency/Buyer is under no obligation to give consent and that the Agency/Buyer may, if it gives consent, subject that consent to such additional terms and conditions as the Agency/Buyer may require. Vendor acknowledges that any equipment purchased under this provision is and shall remain the property of the Agency/Buyer.

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

7.3.10.3 If Vendor discontinues service or maintenance of equipment or software provided under this Contract, Vendor shall provide to the Agency/Buyer at no cost adequate documentation and access to specialized or proprietary tools to allow the Agency/Buyer or a subcontractor to maintain the equipment or software. This

provision shall not apply if Vendor arranges for continued service and maintenance through another Vendor and at a price acceptable to the Agency/Buyer.

7.3.11 USE OF THIRD PARTIES:

7.3.11.1 The Agency/Buyer 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 Agency/Buyer, so the Vendor must obtain the Agency/Buyer's prior written consent before allowing any Third Party to perform any of the Vendor's obligations under this Contract.

7.3.11.2 A Vendor who obtains the Agency/Buyer'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 Agency/Buyer for review and approval upon request. The Agency/Buyer shall have the right to request the removal of a subcontractor from the Contract for good cause.

7.3.12 USE OF WORK PRODUCT:

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

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

7.3.12.2 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;

7.3.12.3 To the extent that any portion of such work product is not a work made for hire, Vendor completely and without reservation assigns to the Agency/Buyer all right, title and interest in and to such portion of the work product, as well as all related intellectual property rights, including patent and copyright;

7.3.12.4 Agency/Buyer shall exercise all rights of ownership in all such work product without restriction or limitation, without further compensation to Vendor.

7.3.12.5 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;

7.3.12.6 The ideas, methodologies, processes, inventions and tools (including computer hardware and software where applicable) that Vendor previously developed and brings to the Agency/Buyer in furtherance of performance of the Contract shall remain the property of the Vendor; and

7.3.12.7 Vendor grants to the Agency/Buyer a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions and tools solely within its enterprise.

7.3.13 FEDERAL FUNDING:

7.3.13.1 CERTIFICATIONS AND ASSURANCES REQUIRED BY THE U.S. OFFICE OF MANAGEMENT AND BUDGET (OMB) (SF-424B AND SF-424D)

As required by OMB, the Vendor certifies that it:

(a) Has the legal authority and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project cost) to ensure proper planning, management, and completion of the project;

(b) Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all

records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;

(c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain;

(d) Will initiate and complete the work within the applicable project time periods;

(e) Will comply with all applicable Federal statutes relating to nondiscrimination including, but not limited to:

- Title VI of the Civil Rights Act, 42 U.S.C. 2000d, which prohibits discrimination on the basis of race, color, or national origin;
- Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 through 1683, and 1685 through 1687, and U.S. DOT regulations, "Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance," 49 CFR Part 25, which prohibit discrimination on the basis of sex;
- Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap;
- The Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 through 6107, which prohibits discrimination on the basis of age;
- The Drug Abuse, Prevention, Treatment and Rehabilitation Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1101 *et seq.* relating to nondiscrimination on the basis of drug abuse;
- The Comprehensive Alcohol Abuse and Alcoholism Prevention Treatment and Rehabilitation Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4541 *et seq.* relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
- The Public Health Service Act of 1912, as amended, 42 U.S.C. 290dd-2, related to confidentiality of alcohol and drug abuse patient records;
- Title VIII of the Civil Rights Act, 42 U.S.C. 3601 *et seq.*, relating to nondiscrimination in the sale, rental, or financing of housing;
- Any other nondiscrimination provisions in the specific statutes under which Federal assistance for the project may be provided including, but not limited, to 49 U.S.C. 5332, which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity, and Section 1101(b) of the Transportation Equity Act for the 21st Century, 23 U.S.C. 101 note, which provides for participation of disadvantaged business enterprises in FTA programs; and
- Any other nondiscrimination statute(s) that may apply to the project.

(f) Will comply with all federal environmental standards applicable to the project, including but not limited to:

- Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
- Notification of violating facilities pursuant to Executive Order 11738;
- Protection of wetlands pursuant to Executive Order 11990;

- Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*;
- Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;
- Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
- Protection of endangered species under the Endangered Species Act of 1973, as amended;
- The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 *et seq.*, which relates to protecting components or potential components of the national wild scenic rivers system.

(g) Will comply with all other federal statutes applicable to the project, including but not limited to:

- Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs;
- The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
- The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
- Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
- Executive Order 11593, which relates to identification and protection of historic properties;
- The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 *et seq.*;
- The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 *et seq.*, which relates to the care, handling, and treatment of warm-blooded animals held for research, teaching, or other activities supported by a federal award of assistance;
- The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 *et seq.*, which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
- The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

7.3.13.2 CERTIFICATION REGARDING LOBBYING:

As required by the United States Department of Transportation (U.S. DOT) regulations, "New Restrictions on Lobbying," at 49 CFR 20.110, the Vendor's authorized representative certifies to the best of his or her knowledge and belief that for each contract for federal assistance exceeding \$100,000:

- (a) No federal appropriated funds have been or will be paid by or on behalf of the Vendor to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress

regarding the award of federal assistance, or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement; and

- (b) If any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for federal assistance, the Vendor assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352.
- (c) The language of this certification shall be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements).

The Vendor understands that this certification is a material representation of fact upon which reliance is placed and that submission of this certification is a prerequisite for providing federal assistance for a transaction covered by 31 U.S.C. 1352. The Vendor also understands that any person who fails to file a required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

7.3.13.3 CONTROL OF PROPERTY:

Vendor certifies that the control, utilization and disposition of property or equipment acquired using federal funds is maintained according to the provisions of A-102 Common Rule.

7.3.13.4 COST PRINCIPLES:

The cost principles of this Contract are governed by the cost principles found in Title 48, Code of Federal Regulations, Subpart 31, as amended; and all costs included in this Contract are allowable under Title 48, Code of Federal Regulations, Part 31, as amended.

7.3.13.5 DAVIS-BACON ACT:

To the extent applicable, Vendor will comply with the Davis-Bacon Act, as amended, 40 U.S.C. 3141 *et seq.*, the Copeland "Anti-Kickback" Act, as amended, 18 U.S.C. 874, and the Contract Work Hours and Safety Standards Act, as amended, 40 U.S.C. 3701 *et seq.*, regarding labor standards for federally assisted sub agreements.

7.3.13.6 DEBARMENT:

Vendor shall comply with Debarment provisions as contained in 2 Code of Federal Regulations, 1200 as amended. Vendor certifies that to the best of its knowledge and belief, Vendor and Vendor's principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal Agency/Buyer or agency;
- (b) within a three-year period preceding this Contract have not been convicted of or had a civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in subsection
- (d) above;
- (e) have not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

The inability of a prospective Vendor to certify to the certification in this section will not necessarily result in denial of participation in this Contract. The prospective Vendor shall submit an explanation of why it cannot provide the certification in this section. This certification is a material representation of fact upon which reliance was placed when the Agency/Buyer determined whether to enter into this transaction. If it is later determined that Vendor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Agency/Buyer may terminate this Contract for cause.

The Vendor shall provide immediate written notice to the Agency/Buyer if at any time the Vendor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this Section shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The Vendor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the Agency/Buyer. The Vendor agrees that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the Agency/Buyer, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Vendor may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless Vendor knows the certification is erroneous. Vendor may decide the method and frequency by which it determines the eligibility of its principals. Each Vendor may, but is not required to, check the Non-procurement List. If a Vendor knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the Agency/Buyer may terminate this Contract for cause or default. Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of a Vendor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

7.3.13.7 DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE:

In accordance with 49 CFR 26.13(a), as amended, the Vendor assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The Vendor assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and sub agreements supported with Federal assistance derived from the U.S. DOT. The Vendor's DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a Part of this Contract for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the Vendor, and failure to carry out its terms shall be treated as a violation of the Contract. Upon notification by the Federal Government or the Agency/Buyer to the Vendor of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 et seq., as amended.

7.3.13.8 DRUG FREE WORKPLACE:

The Vendor certifies that it will comply with the requirements of the federal Drug Free Workplace Act, 41 U.S.C.A. 702 as amended and 49 C.F.R. 32, Subpart B, including Appendix C as amended.

7.3.13.9 INTELLIGENT TRANSPORTATION SYSTEMS PROGRAM:

As used in this assurance, the term Intelligent Transportation Systems (ITS) project is defined to include any project that in whole or in part finances the acquisition of technologies or systems of technologies that provide or significantly contribute to the provision of one or more ITS user services as defined in the "National ITS Architecture."

(a) In accordance with Section 5206(e) of TEA-21, 23 U.S.C. 502 note, the Vendor assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 *Fed. Reg.* 1455 et seq., January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program authorized by TEA-21, title V, subtitle C, 23 U.S.C. 502 note.(b) With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds

(including funds from the Mass Transit Account) or TEA-21, title V, subtitle C, 23 U.S.C. 502 note, the Vendor assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

7.3.13.10 NONDISCRIMINATION ASSURANCE:

As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act," 49 CFR Part 21 at 21.7, the Vendor assures that it will comply with all requirements of 49 CFR Part 21; FTA Circular 4702.1A, "Title VI and Title VI-Dependent Guidelines for Federal Transit Administration Recipients," and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Vendor receives federal assistance.

Specifically, during the period in which federal assistance is extended to the project, or project property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits, or as long as the Vendor retains ownership or possession of the project property, whichever is longer, the Vendor assures that:

- (a) Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
- (b) It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Vendor assures that it will submit the required information pertaining to its compliance with these requirements.
- (c) It will include in each sub agreement, property transfer agreement, third party contract, third party subcontract, or participation agreement adequate provisions to extend the requirements of 49 U.S.C. 5332 and 49 CFR Part 21 to other parties involved therein including any sub recipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
- (d) Should it transfer real property, structures, or improvements financed with federal assistance to another party, any deeds and instruments recording the transfer of that property shall contain a covenant running with the land assuring nondiscrimination for the period during which the property is used for a purpose for which the federal assistance is extended or for another purpose involving the provision of similar services or benefits.
- (e) The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance
- (f) It will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FTA may request.

7.3.13.11 NONDISCRIMINATION ON THE BASIS OF DISABILITY:

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Vendor assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Vendor assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and

implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal Agency/Buyers or agencies.

7.3.13.12 PROCUREMENT COMPLIANCE CERTIFICATION:

The Vendor certifies that its procurements and procurement system will comply with all applicable third party procurement requirements of Federal laws, executive orders, regulations, and FTA directives, and requirements, as amended and revised, as well as other requirements FTA may issue including FTA Circular 4220.1F, "Third Party Contracting Guidance," and any revisions thereto, to the extent those requirements are applicable. The Vendor certifies that it will include in its contracts financed in whole or in part with FTA assistance all clauses required by Federal laws, executive orders, or regulations, and will ensure that each sub recipient and each contractor will also include in its sub agreements and its contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

7.3.13.13 STANDARD ASSURANCES:

The Vendor assures that it will comply with all applicable federal statutes, regulations, executive orders, Federal Transit Administration (FTA) circulars, Federal Aviation Administration (FAA) Orders and Circulars, and other federal requirements in carrying out any project supported by federal funds. The Vendor recognizes that federal laws, regulations, policies, and administrative practices may be modified from time to time and those modifications may affect project implementation. The Vendor agrees that the most recent federal requirements will apply to the project.

7.3.13.14 FALSE OR FRAUDULENT STATEMENTS OR CLAIMS:

The Vendor acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the Government in connection with this Project, the Government reserves the right to impose on the VENDOR the penalties of 18 U.S.C. Section 1001, 49 U.S.C. Section 5307, 31 U.S.C. Section 3801, and 49 CFR Part 31, as the Government may deem appropriate. VENDOR agrees to include this clause in all state and federal assisted contracts and subcontracts.

7.3.13.15 CHANGED CONDITIONS AFFECTING PERFORMANCE:

The Vendor shall immediately notify the Department of any change in conditions or local law, or of any other event which may significantly affect its ability to perform the Project in accordance with the provisions of this Agreement.

7.3.13.16 THIRD PARTY DISPUTES OR BREACHES:

The Vendor agrees to pursue all legal rights available to it in the enforcement or defense of any third party contract, and FTA and the Department reserve the right to concur in any compromise or settlement of any third party contract claim involving the Vendor. The Vendor will notify FTA and the Department of any current or prospective major dispute pertaining to any third party contract. If the Vendor seeks to name the Government as a party to the litigation, the Vendor agrees to inform both FTA and the Department before doing so. The Government retains a right to a proportionate share of any proceeds derived from any third party recovery. Unless permitted otherwise by the Government, the Vendor will credit the Project Account with any liquidated damages recovered. Nothing herein is intended to nor shall it waive FTA's or the Department's immunity to suit.

7.3.13.17 FLY AMERICA:

Vendor will comply with 49 U.S.C. §40118, 4 CFR §52 and U.S. GAO Guidelines B-138942, 1981 U.S. Comp. Gen. LEXIS 2166, March 31, 1981 regarding costs of international air transportation by U.S. Flag air carriers.

7.3.13.18 CLEAN AIR:

For all contracts and subcontracts exceeding \$100,000, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7601 – 7671q).

7.3.13.19 CLEAN WATER:

For all contracts and subcontracts exceeding \$100,000, Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.

7.3.13.20 NON-WAIVER:

The Vendor agrees that in no event shall any action or inaction on behalf of or by the Department, including the making by the Department of any payment under this Agreement, constitute or be construed as a waiver by the Department of any breach by the Vendor of any terms of this Agreement or any default on the part of the Vendor which may then exist; and any action, including the making of a payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department in respect to such breach or default. The remedies available to the Department under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

7.3.13.21 ENERGY CONSERVATION:

To the extent applicable, the Vendor and its third party contractors at all tiers shall comply with mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 U.S.C. Section 6321 et seq.

7.3.13.22 ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES:

The Vendor shall complete and keep on file, as appropriate, Immigration and Naturalization Service Employment Eligibility Forms (I-9). These forms shall be used by the Vendor to verify that persons employed by the Vendor are eligible to work in the United States.

7.3.13.23 BUY AMERICAN ACT:

In accordance with the Buy American Act, 41 U.S.C. 10a-10d, only steel, iron and manufactured products produced in the United States may be purchased with federal funds unless an exception under section b(2) or b(3) of the Buy American Act applies. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the federal government.

All of the requirements listed in Section 7.3.13 apply to the federally funded project. The Vendor agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance.

REQUIRED FOR ALL PROJECTS

Does this project receive Federal funds?

☒ Yes

☐ No

Amount of Federal funds: _____

Federal Project Number: _____

Name of Project: _____

CFDA Number*, Federal Agency, Program Title: _____

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

ANNUAL CERTIFICATION FOR COMPLIANCE WITH FEDERAL OMB-CIRCULAR A-133

NOTICE

- **Do not submit this certification to the department with your signed contract.**
- This certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If OMB Circular A-133 applies to your organization, this certification or a copy of your OMB A-133 single audit must be submitted to the department at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

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

In accordance with OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*, such non-federal entities that expend \$500,000 or more in federal awards in a year are required to have a single audit performed in accordance with OMB Circular A-133. The Illinois Department of Transportation (IDOT) is required by federal law to obtain and review the single audit of all entities that had any federally participating funds pass through it, irrespective of the amount provided by IDOT. It is the responsibility of the agencies expending federal funds to comply with the requirements of OMB Circular A-133 and determine whether they are required to have a single audit performed.

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

1. If your agency expended \$500,000 (or the current OMB Circular A-133 qualifying amount) or more in federal awards from all sources, including other agencies, in a year, you are required to have a single audit performed in accordance with OMB Circular A-133 and submit a copy of the report to the department within the earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end.

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

2. If your agency did not expend \$500,000 (or the current OMB Circular A-133 qualifying amount) or more in federal awards from all sources, including other agencies, in any fiscal year for which you expended funds for project

costs and were not required to conduct a single audit, you must complete and return the certification statement on the following page.

This is an annual requirement for every year in which you expended funds for this project.
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3. If your agency receives multiple awards from the department, only one annual submittal of this information is required.

Please submit a copy of your OMB Circular A-133 single audit or the Single Audit Not Required Certification to:

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

Attn: Sam Frioli

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

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with OMB Circular A-133.

Additional information which should be submitted:

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

For your convenience, you may also submit the information via email to Sam Frioli at Sam.Frioli@illinois.gov or via fax at 217/782-5634. If you have any questions, please contact Sam Frioli 217/557-4166 or Lori Beeler at 217/782-6467.

NOTICE

- Do not submit this certification to the department with your signed contract.
- This certification applies ONLY to governmental agencies, local units of government and non-profit agencies expending federal funds for this project. It does not apply to for-profit public or private entities.
- If OMB Circular A-133 applies to your organization, this certification or a copy of your OMB A-133 single audit must be submitted to the department at the end of your fiscal year for any fiscal year in which you expended any federal funds related to this contract.

Single Audit Not Required

I certify that _____ did not expend \$500,000 or more in federal awards in our fiscal year _____ and was not required to have a single audit conducted.

(Signature)

(Title)

Subrecipient Contact Information

Subrecipient: _____

Contact Person: _____

Title: _____

Address: _____

Phone No. _____

Fax No. _____

Fiscal Year End: _____

Email address: _____