



REQUEST FOR PROPOSALS

Fiber Optic Maintenance and Management

RFP # 08-0212

ILLINOIS TOLLWAY

SOLICITATION DOCUMENT

Fiber Optic Maintenance and Management RFP 08-0212

The Illinois Tollway (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:

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

Brief Description:

The Tollway requires a specialized fiber optics contractor to provide maintenance and management services for the fiber optic system installed on the 286 miles of the Tollway.

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.

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.

1.7 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.

1.8 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 the Supplier Diversity Manager at 312-814-1589 or Nancy.Quoss@illinois.gov. Subcontracting vendors must be certified by CMS as BEP vendors before the time of contract award. Go to http://www.sell2.illinois.gov/bep/Business_Enterprise.htm for complete requirements for BEP certification.

1.9 JOINT VENTURES: ☒ Yes ☐ No. The Illinois Tollway must be provided with a copy of the parties' Joint Venture Agreement. The Agreement must identify with joint venturer shall serve as a single point of contact and take full contractual responsibility for the obligation.

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 OUT OF STATE COMPANIES: Non-Illinois Vendors must contact the Illinois Secretary of State (217-782-1834) regarding a Certificate of Authority to Transact Business in Illinois (805 ILCS 5/13). Application Form BCA 13.15 may be downloaded from http://www.cyberdriveillinois.com/departments/business_services/publications_and_forms/bca.html.

1.12 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.

1.13 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.

1.14 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. 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.

1.15 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).

1.16 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>.

1.17 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

2.0 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.

2.1 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.

2.1.1 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.

2.1.2 RESPONSIBILITY: We will determine whether you are a "Responsible" Vendor; a Vendor with whom we can or should do business. 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. 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. We may require that a Vendor correct any deficiencies as a condition of further evaluation.

2.1.3 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.

2.1.4 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.

2.2 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.

2.2.1 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 100.

Element	Weight
Technical Approach - Detailed and comprehensive project management plan - Understanding the issues related to routine maintenance and explanation of the resources that will be dedicated to this service - Understanding of issues affecting third party users of the system - Approach in adequately addressing the Tollway's needs related to emergency maintenance including the ability to meet response times - Understanding of construction management activities and the Vendor's role in administering major fiber optic construction projects	40

Element	Weight
Understanding of the billing systems that will be developed with regards to third parties?	
Experience of Key Staff - Fiber optic project experience of each key staff member - Project manager years of experienced related to fiber-optics - Other key staff combined years of experience related to fiber optics	15
Related Experience - Fiber optics maintenance experience - Fiber optics construction experience, including splicing - Professional services experience such as project management, program management, or construction management - Vendor's combined years of related project experience	25
Equipment and Warehouse - Equipment and warehouse requirements - Vendor's ability to dedicate equipment exclusively to the contract	10
Financial Capacity Financial capacity to maintain the resources to complete the contract	5
References References' favorable opinion of the Vendor with respect to the type of work to complete the contract	5
Total	100

2.2.2 The total number of points for Price is 50. We will determine Price points using the following formula:

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

2.2.3 The maximum number of points is 150 (Responsiveness 100 + Price 50)

2.3 Award Supplemental Information: The Vendor shall provide fully loaded hourly rate(s) for all principles (incorporate any/all peripheral costs, including but not limited to the costs of transportation, fuel charges, warranty, guarantee, labor rates, taxes, etc.) required to execute Design Services and Construction Management, the hourly prices will not be evaluated in the Price. The usage of either the Design Services and/or Construction Management is subjected to Tollway determination and approval.

SECTION 3 - SPECIFICATIONS / QUALIFICATIONS / STATEMENT OF WORK

3.1 AGENCY'S NEED FOR SUPPLIES / SERVICES

The Tollway requires a specialized fiber optics contractor (the "Vendor") to provide maintenance and management services for the fiber optic system (the "System") installed on the approximate 286 miles of the Tollway and 22 miles on I-39 between I-88 and I-90 owned by IDOT. This System includes:

- All single mode and multimode fiber optic cables owned by the Tollway and/or IDOT
- All single mode and multimode fiber optic cables owned by third parties leasing ducts on the Tollway's and/or IDOT's right-of-way (Third Parties)
- All conduits and ducts
- All hand-holes, pull boxes, and junction boxes
- All splice enclosures, patch panels, and termination panels

Maintenance of electronic end equipment, whether owned by the Tollway, IDOT, or third parties, is not included in the scope of this contract.

3.2 SUPPLIES AND/OR SERVICES REQUIRED

A detailed description of the scope of services required is attached as Exhibit 1.

3.3 MILESTONES AND DELIVERABLES

Within one (1) week of notice to proceed, the Vendor must coordinate the transfer of all existing materials from previous inventory warehouse to Vendor's inventory warehouse. All materials must be transferred within one (1) month of the Notice-to-Proceed.

The inventory transfer of materials at the end of the contract must be completed by 11:59 p.m. on the final day of the contract.

Additional milestones and deliverables are detailed in Exhibit 1. Other milestones and deliverables will be negotiated during the course of the contract.

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 shall 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 Contract Monitoring

3.4.3.1 Vendors are responsible for the faithful performance of the contract and shall have internal monitoring procedures and processes to ensure compliance.

3.4.3.2 The State reserves the right to monitor and track Vendor's performance over the course of the contract including any warranty term. The information gathered may be used in administration of the contract including payment, and may be used when evaluating the vendor in future procurements.

3.4.3.3 In appropriate circumstances, the State and the Vendor will work together to develop a performance scorecard with conditions, milestones, requirements, or timetables that must be met before additional steps may be taken or payment is due. The scorecard may additionally record matters related to price, service, quality and other factors deemed important.

3.4.3.4 The Vendor shall cooperate with the State in this monitoring and tracking activity, which may require that vendor report progress and problems (with proposed resolutions), provide records of its performance, allow random inspections of its facilities, participate in scheduled meetings and provide management reports as requested by the State.

3.4.3.5 The State expects to have quality vendors who are willing to work with us during the term of the contract to provide us with better quality at the same price, or to provide the same quality at a lower price. We may consider, in future procurement evaluations, a vendor that successfully provides better quality or price.

3.4.3.6 Vendors are responsible to comply with the requirements for monitoring and reporting as defined in Attachment E.

3.5 VENDOR AND STAFF REQUIREMENTS

3.5.1 The Vendor must provide resumes and relevant work experience for all key staff that are proposed to complete the services detailed in Exhibit 1. Outside of the specific requirements of Exhibit 1, the Vendor is wholly responsible for providing and managing staff resources to complete the services required.

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. We may request updated information at any time.

3.5.3 References: You must provide references from established private firms or government agencies, (four preferred; two of each type preferred) other than the procuring agency, that can attest to your experience and ability to perform the contract subject of this solicitation. You must provide the name, contact information and a description of the supplies or services provided. You must attach your references with the responsibility forms

3.6 WHERE SERVICES ARE TO BE PERFORMED

3.6.1 Supplies will be purchased by the Vendor and stored at the Vendor's warehouse, or at Tollway owned storage sites pursuant to requirements in Exhibit 1. Services will be performed throughout the 286 miles of the Tollway and the 22 miles of I-39 between I-88 and I-90.

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.

OTHER SPECIFICATIONS

3.7.1 The current Vendor's employees who perform the services under the current contract maybe covered by a collective bargaining contract. In accordance with Illinois law (30 ILCS 500/25-80), in order to be considered a responsible bidder and eligible for award you must: (a) 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 (b) offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract. By submitting a bid or Offer to us you are certifying you will comply with this law.

3.7.2 As required by Illinois Public Act 095-0307, 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>.

3.7.3 The Vendor will be required to perform all services listed in this RFP and Exhibit 1 for identified limits of both Tollway and IDOT systems. The Vendor will be required to coordinate with IDOT regarding services being performed on IDOT right-of-way as part of this contract. Details of coordination requirements will be substantially similar to those required by this RFP and Exhibit 1. The Tollway will remain the primary point of contact for all work performed under this contract and all contractual obligations under this contract will be between the Tollway and the Vendor.

3.7.4 Invoices

The Vendor shall mail their itemized invoices to:

Illinois Tollway
Contract Administrator
P. O. Box 3094
Lisle, Illinois 60532

3.8 TERM OF CONTRACT

The anticipated effective date of the contract is March 2, 2009 through December 31, 2012 and includes one, five (5) year renewal option. If applicable, renewals options will only be possible if all terms including prices and percent discounts remain unchanged. The decision to renew the contract rests entirely with the Illinois Tollway.

3.9 RENEWAL

The resulting Contract may not be renewed unless the renewal period(s) and any applicable conditions are shown below. 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.

The Illinois Tollway reserves the right to renew for a total of ____ 5 ____ years in one of the following manners:

- a) One renewal covering the entire renewal allowance,
- b) Individual one-year renewals up to and including the entire renewal allowance, or
- c) Any combination of full or partial-year renewals up to and including the entire renewal allowance.

3.10 SCOPE OF SERVICE-RESERVATION OF RIGHT

The Illinois Tollway reserves the right to remove the IDOT segment from the scope of service, if IDOT chooses to select a vendor of it's own. In such event, the Vendor shall not be entitled to any additional compensation of any kind.

End of Instructions

SECTION 4 - OFFER TO STATE OF ILLINOIS

Project Title / Reference # Fiber Optic Maintenance and Management / # 08-0212

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.

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
 - ☐ Conflict of Interest Disclosures
 - ☐ Completed and Signed Taxpayer Identification Number form
- ☐ Completed Minority, Female and Person with Disability Status and Subcontracting form, if required
- ☐ References, if required

For IFBs

- ☐ Completed and signed Contract

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 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

Conflict of Interest Disclosures

Minority, Female, Person with Disability Status and Subcontracting

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.

(p) Information Regarding Debarment, Litigation and Terminations

1. During the last five (5) years has any order, judgment or decree of any Federal or State authority been issued barring, suspending or otherwise limiting your right to contract with any governmental entity, including school districts, or to engage in any business practice or activity?
Yes____ No____
2. Is there any current, pending or threatened litigation, administrative or regulatory proceedings, or similar matters that could affect your ability to perform the required services.
Yes____ No____
3. During the last five (5) years has any customer terminated a contract for cause or accepted damages in lieu of for cause termination?
Yes____ No____

(q) Disclosure of Business Operations with Iran (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:

(1) 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

(2) 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:

CONFLICT OF INTEREST DISCLOSURES

Instructions. Vendor shall disclose with the Offer 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).

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 50-13 Conflicts of Interest

All Vendors must complete this section regardless of the dollar value of the contract or method of procurement. Even if you mark "No Conflict of Interests" you may still need to complete Section 2 and 3.

(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 2: Disclosure of Financial Interest in the Vendor.

This applies to all contracts with an annual value exceeding \$10,000 that must be procured using one of the authorized competitive methods of source selection. Complete the appropriate subsections.

Vendors must complete subsection (a), (b) or (c) below as applicable if the annual value exceeds \$10,000. Use (c) if you do not meet the requirements for (a) or (b). In addition, all Vendors must complete Section 3.

(a) Publicly traded corporations subject to SEC reporting requirements

(a-1) 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 _____.

(a-2) Vendor shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships 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 (Attach additional pages as necessary. Show "none" if appropriate).

(b) Privately held corporations with more than 400 shareholders

(b-1) These Vendors may submit the information identified in 17 CFR 229.401 and list the names of any person or entity holding any ownership share in excess of 5% in satisfaction of the financial and conflict of interest disclosure requirements set forth in subsections 50-35 a and b of the Procurement Code.

(b-2) Vendor shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships 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 (Attach additional pages as necessary. Show "none" if appropriate).

(c) General disclosure. Individuals, sole proprietorships, partnerships and any others not qualified to use subsection (a) or (b) above must complete (c-1), (c-2), and (c-3) as appropriate.

(c-1) 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 separate forms for each individual.

Does Ownership exceed 5%?	Yes ☐	No ☐	If Yes show percentage*	_____ %.
Does Ownership value exceed \$106,447.20?	Yes ☐	No ☐	If Yes show \$ amount	\$ _____
Does Distributive Income Share exceed 5%?	Yes ☐	No ☐	If Yes show percentage*	_____ %.
Does Distributive Income Share exceed \$106,447.20?	Yes ☐	No ☐	If Yes show \$ amount	\$ _____

How is this interest held?

Type of ownership/distributable income share:

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

Name: _____

Address: _____

*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 _____ %

(c-2) In relation to individuals identified in c-1 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 end of this Section (attach additional pages as necessary). If no individual has been identified in c-1 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 3: Current and Pending Contracts

Vendor shall identify each contract, pending contracts, bids, proposals and other ongoing procurement relationships 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. (Attach additional pages as necessary. Show "none" if appropriate.)

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 30% 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.

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. 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 the Vendor has not made good faith efforts, the Agency will notify the Vendor of that preliminary determination. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the Vendor could take. The Vendor shall have 5 business days to make the suggested good faith efforts and any other additional good faith efforts to meet the goal. The Vendor shall submit an amended Utilization Plan if additional certified vendor commitments to meet the goal are secured. If additional certified vendor commitments sufficient to meet the goal are not secured, the Vendor shall report the final good faith efforts made in the time allotted. All additional efforts taken by the Vendor will be considered. If the Agency determines that good faith efforts have not been made, it will notify the Vendor in writing of the reasons for its determination within 5 business days of receipt of the final Utilization Plan.

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 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 _____. 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.

_____ (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 30% 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):

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

Signature

Signature

Printed Name

Printed Name

Title: _____ Date: _____

Title: _____ Date: _____

Subscribed and sworn before me this
_____ day of _____, 200__.

Subscribed and sworn before me this
_____ day of _____, 200__.

Notary Public

Notary Public

My Commission expires: _____

My Commission expires: _____

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.

Name: _____

Business Name: _____

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, daily, project, item, or other method) and provide the rate or price for each type of supply or service. 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.

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

- ☐ Firm Price _____
☐ Estimated Price _____
☒ Other Total Bid _____

The Vendor's Total Bid will be determined based on the Vendor's bid price for the total of items included in the table on the following page. The Total Bid will be used for the purposes of comparing Vendor offers and establishing contract unit prices. The Vendor's Total Bid is not a guarantee of services to be provided or required or of any minimum level of compensation through this contract.

Using the table on the following page, the Vendor must compute their Total Bid by:

- 1) entering their Unit Cost per item in BOX A through BOX JJ;
- 2) multiplying their Unit Cost the estimated annual quantity and entering that sum in BOX KK through BOX TTT;
- 3) adding the amounts entered in BOX KK through BOX TTT and entering that sum in BOX UUU.

The amount entered in BOX UUU is the Vendor's Total Bid price and must be entered as the Vendor's Total Bid above.

Item	Unit Cost	Estimated Annual Quantity	Total Cost
Routine Maintenance Services	BOX A \$	7,436 Centerline Miles	BOX KK
Project Manager	BOX B	100 Hours	BOX LL
Project Manager – Premium Time	BOX C	20 Hours	BOX MM
Engineer	BOX D	50 Hours	BOX NN
Engineer – Premium Time	BOX E	10 Hours	BOX OO
Foreman	BOX F	250 Hours	BOX PP
Foreman – Premium Time	BOX G	60 Hours	BOX QQ
Equipment Operator	BOX H	250 Hours	BOX RR
Equipment Operator – Premium Time	BOX I	60 Hours	BOX SS
Splicer/Fiber Technician	BOX J	250 Hours	BOX TT
Splice/Fiber Technician – Premium Time	BOX K	60 Hours	BOX UU

Item	Unit Cost	Estimated Annual Quantity	Total Cost
Laborer	BOX L	250 Hours	BOX VV
Laborer – Premium Time	BOX M	60 Hours	BOX WW
Truck Driver	BOX N	250 Hours	BOX XX
Truck Driver – Premium Time	BOX O	60 Hours	BOX YY
Bucket Truck	BOX P	100 Hours	BOX ZZ
Splicing Trailer	BOX Q	100 Hours	BOX AAA
Manhole Kit	BOX R	100 Hours	BOX BBB
Static Plow	BOX S	100 Hours	BOX CCC
Vibratory Plow	BOX T	100 Hours	BOX DDD
Backhoe	BOX U	100 Hours	BOX EEE
Mini-excavator	BOX V	100 Hours	BOX FFF
Trencher	BOX W	100 Hours	BOX GGG
Trackhoe	BOX X	100 Hours	BOX HHH
Directional Boring Machine	BOX Y	100 Hours	BOX III
Skid Steer	BOX Z	100 Hours	BOX JJJ
Water Truck	BOX AA	100 Hours	BOX KKK
Dump Truck	BOX BB	100 Hours	BOX LLL
Pick-Up Truck	BOX CC	100 Hours	BOX MMM
Trailer	BOX DD	100 Hours	BOX NNN
Reel Cart	BOX EE	100 Hours	BOX OOO
Cable Blower	BOX FF	100 Hours	BOX PPP
Mid-Assist Capstan	BOX GG	100 Hours	BOX QQQ
Truck Mounted Attenuator	BOX HH	100 Hours	BOX RRR
Material Percent Mark-Up	BOX II	\$50,000	BOX SSS
Sublet Work Percent Mark-Up	BOX JJ	\$25,000	BOX TTT
Total Bid			BOX UUU

Note: It should be expressly understood by bidders, that the estimated annual quantities listed above are used for the purpose of determining an overall bid amount and comparing bids. Actual quantities may be higher or lower depending on the actual amount of construction work occurring on the System.

Supplemental Information:

Design services	
Monday -- Friday	Hourly Rate \$
Constructional Management	
Monday – Friday	Hourly Rate \$

7.3 EXPENSES: Unless explicitly stated in Exhibit 1, 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 upon approved invoice.

7.5 DISCOUNTS: ____% discount for payment within ____ days of delivery. This discount will not be a factor in making the award.

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

7.7 SUBCONTRACTORS: Vendor shall identify the names and addresses of all subcontractors utilized by Vendor in the performance of this Contract, together with the anticipated amount of money that each subcontractor is expected to receive pursuant to this Contract. The State may request updated information at any time. For purposes of this section, subcontractors are those specifically hired to perform all or part of the work of this contract or to provide the supplies requested by the State.

Subcontractor Name

Amount to be paid

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 _____

Location where services will be performed _____

Value of services performed at this location _____

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.

CONTRACT

The Parties to this Contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. The Contract consists of this signature page, the following pages detailing the contents described below, and any attachments identified on these pages.

1. TERM AND TERMINATION
2. DESCRIPTION OF SUPPLIES / SERVICES
3. PRICING
4. STANDARD TERMS AND CONDITIONS
5. CERTIFICATIONS AND CONFLICTS
6. 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
(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# _____

Contract # _____

Project Title _____

Procurement Method (IFB, RFP, Small, etc): _____ Award Code: _____

IPB Publication Date: _____ IPB Ref. # _____

Subcontractor Utilization? Yes ☐ No ☐ Subcontractor Disclosure? Yes ☐ No ☐

Funding Source _____ Obligation # _____

CMS Program Compliance _____

Fiscal Compliance _____

Legal Compliance _____

Executive Compliance _____

1. TERM AND TERMINATION

1.1 TERM OF THIS CONTRACT: *[Agency to include beginning and end date of initial term.]*

Unless otherwise specified, this Contract shall commence upon the last dated signature of the Parties.

1.2 RENEWAL: This Contract may not be renewed unless the renewal period(s) and any applicable conditions are shown below. The renewal shall be subject to the same terms and conditions as the original Contract unless otherwise stated below. Renewal pricing is shown in Section 3. However, the Contract may not renew automatically, nor may the contract renew solely at the Vendor's option.

[Agency to include renewal rights here. If more than one renewal is desired, include the following language for maximum flexibility.]

The State reserves the right to renew for a total of 5 years in one of the following manners:

- a) One renewal covering the entire renewal allowance,
- b) Individual one-year renewals up to and including the entire renewal allowance, or
- c) Any combination of full or partial-year renewals up to and including the entire renewal allowance.

1.3 TERMINATION FOR CAUSE: The State may terminate this Contract, in whole or in part, immediately upon notice to the Vendor if it is determined that the actions, or failure to act, of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health, safety, or property. If Vendor fails to perform to the State's satisfaction any material requirement of this Contract or is in violation of a material provision of this Contract, the State shall provide written notice to the Vendor requesting that the breach or noncompliance be remedied within the period of time specified in the State's written notice. If the breach or noncompliance is not remedied 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, and in either event seek any available legal or equitable remedies and damages.

1.4 TERMINATION FOR CONVENIENCE: Following thirty (30) days written notice, the State may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Vendor. Following any such termination for convenience, the Vendor shall be entitled to compensation upon submission of invoices and proof of claim for services provided under this Contract up to and including the date of termination.

2. DESCRIPTION OF SUPPLIES AND SERVICES

2.1 GOALS AND OBJECTIVES:

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 a higher amount is authorized in writing by the State prior to the Vendor performing the services, providing the supplies, or incurring the expenses.

Not-to-exceed \$ _____

2.4 VENDOR / STAFF SPECIFICATIONS:

2.4.1 SUBCONTRACTORS: Vendor shall identify the names and addresses of all subcontractors utilized by Vendor in the performance of this Contract, together with the anticipated amount of money that each subcontractor is expected to receive pursuant to this Contract. The State may request updated information at any time. For purposes of this section, subcontractors are those specifically hired to perform all or part of the work of this contract or to provide the supplies requested by the State.

Subcontractor Name

Amount to be paid

2.5 DELIVERY SPECIFICATIONS:

2.6 WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise specified in this section all services shall be performed in the United States. If the Vendor creates or manufactures the supplies or performs any of the work in another country in violation of the Contract, such action may be deemed a breach of the Contract. 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. 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 _____

2.7 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.

2.8 WARRANTIES FOR SUPPLIES AND SERVICES:

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

2.8.2 Vendor warrants that all services will be performed in a good and professional manner to industry standards by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing to professional standards, who is not efficient or effective in performing the work of the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the Contract or State policies.

2.9 REPORTING, STATUS AND MONITORING SPECIFICATIONS:

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

2.9.2 Upon request and on forms provided by Agency, 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 (PA 94-1067).

3. PRICING

3.1 METHOD AND RATE OF COMPENSATION: Vendor shall be compensated by the following method:

- ☐ hourly _____
☐ monthly _____
☐ annually _____
☐ project _____
☐ item _____

3.2 MAXIMUM COMPENSATION FOR SUPPLIES AND SERVICES:

- ☐ Firm Price _____
☐ Estimated Price _____

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

3.4 EXPENSES: Unless otherwise agreed upon and stated herein, 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. Any approved travel expenses shall be reimbursed in accordance with the Travel Regulation Council and Governor's Travel Board rules.

3.5 DISCOUNT: _____% discount for payment within _____ days of receipt of invoice

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 milestone or deliverables, or other invoicing requirements agreed to elsewhere in this Contract. Send invoices to

Illinois Tollway
Contract Administrator
P.O. Box 3094
Lisle, Illinois 60532

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. Payments delayed at the beginning of the State's fiscal year (July and August payments) because of the appropriation process shall not be considered a breach.

3.8.3 The State shall not be liable to pay for supplies provided or services rendered, including related expenses incurred prior to the execution of this Contract by the Parties and the beginning of the term of this Contract.

3.8.4 As a condition of receiving payment Vendor must pay its employees prevailing wages when required by law (e.g., 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 (30 ILCS 500/25-60(b)).

3.8.5 As a condition of receiving payment Vendor must pay its suppliers and subcontractors according to the terms of their respective contracts. Vendor shall provide lien waivers to the State upon request.

4. STANDARD TERMS AND CONDITIONS

4.1 AVAILABILITY OF APPROPRIATION (30 ILCS 500/20-60): State shall use its best efforts to secure sufficient appropriations to fund this Contract. However, 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 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.

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 during the three year period thereafter. Books and records required to be maintained under this section shall be available for review or audit by representatives of the State, the Auditor General, the Executive Inspector General and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit 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 shall not impose a charge for audit or examination of the Vendor's books and records. If federal funds are used to pay contract costs, the Vendor must retain its records for five years. Vendor shall take reasonable steps to insure that any subcontractor is in compliance with the requirements of this section.

4.3 TIME IS OF THE ESSENCE: Time is of the essence with respect to Vendor's performance of this Contract. Except as specifically waived in writing, failure by either Party to exercise or enforce a right shall not affect any subsequent ability to exercise or enforce a right.

4.4 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.

4.5 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. The receiving Party shall presume all information received or to which it gains access pursuant to this Contract is confidential unless otherwise designated by the disclosing Party. 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.

4.6 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 to herein. 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. Confidential data or information contained in such work shall be subject to Section 4.5 herein.

4.7 INDEMNIFICATION AND LIABILITY: The Vendor agrees to 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 representations, warranties, covenants or agreements set forth herein, (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss by whomsoever suffered, claimed to result in whole or in part from Vendor's negligent performance hereunder, (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.

4.8 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.

4.9 INDEPENDENT CONTRACTOR: Vendor shall, in the performance of this Contract, be 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.

4.10 ASSIGNMENT AND SUBCONTRACTING: This Contract may not be assigned, transferred or subcontracted in whole or in part by the Vendor without the prior written consent of the State. Vendor shall describe, as a supplemental provision to this Contract, the names and addresses of all authorized subcontractors 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. For purposes of this section, subcontractors are those specifically hired to perform all or part of the work or to provide the supplies covered by the Contract.

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.

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 officers, employees or agents. Vendor shall reassign immediately any such individual who 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 and cause of action it has arising under federal or state antitrust laws relating to the subject matter of the Contract, then upon request Vendor shall assign to the State all right, title and interest in and to the claim or cause of action.

4.16 AUTHORIZATION: Each Party to this Contract represents and warrants to the other that: (a) it has the right, power and authority to enter into and perform its obligations under this Contract and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and (c) this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

4.17 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 Department of Central Management Services (CMS) signs in addition to an Agency, CMS does so as approving officer and shall have no liability to Vendor. When CMS 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.

4.18 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.

5. CERTIFICATIONS AND CONFLICTS

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

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

5.2 Vendor is not in default on an educational loan (5 ILCS 385/3).

5.3 Vendor (if an individual, sole proprietor, or partner) has informed the director of the Agency in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, 40 ILCS 5/14-108.3 and 40 ILCS 5/16-133.3, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Vendor has not received an early retirement incentive 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 5/16-133.3, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (30 ILCS 105/15a).

5.4 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).

5.5 Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has Vendor made an admission of guilt of such conduct that is a matter of record (30 ILCS 500/50-5).

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

5.7 If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least 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).

5.8 Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the 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).

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

5.10 Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the State may declare the Contract void (30 ILCS 500/50-14).

5.11 Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract (30 ILCS 500/50-25).

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

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

5.14 In accordance with the Steel Products Procurement Act, 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).

5.15 Vendor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace and Vendor and its employees shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance during the performance of the Contract. This certification applies to contracts of \$5000 or more with individuals; and to entities with 25 or more employees (30 ILCS 580).

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

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

5.18 Vendor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies (775 ILCS 5/2-105).

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

5.20 Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the Contract have been or will be produced in whole or in part by forced labor, or indentured labor under penal sanction (30 ILCS 583).

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

5.22 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".

5.23 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.

5.24 Vendor has disclosed if required, on forms provided by the State, and agrees it is under a continuing obligation to disclose to the State, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (30 ILCS 105/8.40), Article 50 of the Illinois Procurement Code (30 ILCS 500/50), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any elected or appointed State officer or employee, or the spouse or minor child of same has any ownership or financial interest in the Vendor or the Contract, Vendor certifies it has disclosed that information to the State if required, on forms provided by the State, and any waiver of the conflict has been issued in accordance with applicable law and rule. A waiver is required if:

a) the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (currently \$106,447.20). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);

b) the contract is with a firm, partnership, association or corporation in which a person referenced in a) above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (currently \$177,412.00).

c) the contract is with a firm, partnership, association or corporation in which a person referenced in b) above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (currently \$354,824.00) from the firm, partnership, association or corporation.

6. SUPPLEMENTAL PROVISIONS

6.1 ENTIRE CONTRACT: This Contract, consisting of the signature page, sections one through six, and any attachments marked (X) below, 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. 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.

_____ Definitions

_____ Public Works Requirements (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)

_____ Prohibition on Contingent Fees (certain federally funded contracts)

_____ BEP Subcontracting Requirements (Utilization Plan and Letter of Intent)

_____ State Supplemental Terms and Conditions

_____ Vendor Supplemental Terms and Conditions

_____ Prior Vendor Collective Bargaining Contractor

This applies if the prior Vendor's employees who perform the services under the prior contract are covered by a collective bargaining contract. In accordance with Illinois law (30 ILCS 500/25-80), in order to be considered a responsible bidder and eligible for award you must: (a) 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 offer, and (b) offer employment to all employees currently employed in any existing bargaining unit performing substantially similar work that will be performed under this contract. You are certifying you will comply with this law.

_____ Information Technology Requirements

As required by Illinois Public Act 095-0307, 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>.

_____ Other (describe)

Exhibit 1

Scope of Services

RFP 08-0212

Exhibit 1

Detailed Description of Services Required from the Vendor

1.0 Routine Maintenance

1.1 Project Management and Coordination

The Vendor must provide a Project Manager to oversee and coordinate all aspects of the work in the contract. The Project Manager will be the single and first point of contact for all work done under the contract and must be available twenty-four (24) hours a day, 365 days per year via mobile telephone. The Project Manager can assign a Deputy Project Manager to cover absences and directly oversee some aspects of the work.

The Project Manager or Deputy Project Manager's attendance at project coordination meetings is mandatory. Project coordination meetings will be held at the Tollway's Central Administration Building and are scheduled to last approximately one hour, but may be extended as needs dictate. Other Vendor personnel may be required to attend Project coordination meetings when necessary. General coordination meetings will be held monthly, however, during periods of heavy construction activity on the Tollway, these meetings will be held more frequently. A total of eighteen (18) project coordination meetings will be held per year, however, more or fewer meetings will be held as needs dictate. The Vendor will be responsible for drafting minutes following each meeting.

The Vendor will coordinate with Tollway project managers and contractors to determine the needs and schedule for specific maintenance and other fiber related activities. This will include identifying active and upcoming construction contracts and evaluating general construction schedules to determine if there will be potential impacts to the System.

Project management will include the daily administrative and logistical tasks necessary to effectively and efficiently complete the work required by this RFP. This includes, but is not limited to general coordination with the Tollway or Third Party customers, documentation and progress reporting, scheduling, and invoicing.

The Project Manager, and other staff as necessary, must coordinate with the outgoing fiber optic maintenance and management vendor to transition duties as efficiently as possible in order to minimize potential risk to the system. The Vendor must propose a general transition plan. A specific transition plan will be required after contract award and prior to notice to proceed.

It should be noted that additional project management and coordination efforts may be required to support work orders for work described in subsequent sections of this scope of services. This additional effort will be included in each of the individually negotiated work orders as deemed necessary and approved by the Tollway. Vendor is intended to mean the firm we will contract with for the services in this RFP. Contractor is intended to mean other Tollway contractors that the vendor may have to coordinate with during the course of performing the services in this RFP.

Project management and coordination will be considered a part of Routine Maintenance Services.

1.2 System Patrolling and Inspection

System patrolling and inspection will generally consist of drive-by patrols, with more thorough inspection on foot. The Vendor will patrol the entire System on a regularly scheduled basis, but in no event less than once every two (2) weeks. The entire System will be inspected a minimum of four (4) times per year. This includes a visual inspection of key handholes and splice points. The Vendor will be responsible for developing a specific schedule of inspection for approval by the Tollway, however, consideration should be given to completing inspections at the following times:

- March: Generally after snow melted and ground thawed and prior to Construction season
- June-July: Generally the middle of Construction season
- October-November: Generally following Construction season

System patrolling and inspection will be completed in order to identify and minimize potential hazards to the fiber optic cables or infrastructure. This includes, but is not limited to, verifying locates have been requested and completed, unanticipated construction, missing or damaged buried cable markers, significant areas of standing water near ducts and handholes, damaged splice enclosures, and sunken or damaged handholes.

Upon identification of a potential hazard, the Vendor will notify the Tollway in writing as soon as possible, but in no event later than the end of that business day. Correction of any problems will be addressed under Emergency Repairs or Non-Emergency Repairs at the direction of the Tollway. In the event that the System is in imminent danger of service disruption, the Vendor will contact the Tollway immediately to determine a course of action and begin repairs if necessary per the provision of Section 2.1 of this exhibit.

The Vendor shall have discretion to determine the specific schedule for patrolling and necessary repairs that will result in efficient and cost effective utilization of resources while ensuring the protection and continuous operation of the System. As such, the Vendor will not be required to immediately respond to issues discovered during System patrolling and inspection unless there is an imminent threat to the operation of the System.

Completion of minor repairs, such as replacing buried cable markers and signs, will be considered incidental to Routine Maintenance Services and no separate payments will be made, however, the Vendor will be required to provide written documentation of these repairs including the materials used. Separate payment will be made for materials used during the course of these repairs and will be paid for according to other material items in the contract.

Field technicians will be required to keep daily logs for all patrolling and inspection activities. The Vendor will be required to provide individual system patrolling and inspection logs upon request by the Tollway. The Vendor will submit reports summarizing the System Patrolling and Inspection activities every two (2) weeks. Reports will be organized by corridor (i.e. Jane Addams Tollway, Ronald Reagan Tollway, Tri-State Tollway, Edens Spur, Veterans Tollway) and will contain the inspector's name, dates and times of patrols, mile posts, potential hazards found, hazards reported, actions taken, and final conditions. Reports will be signed by the inspectors and the project manager. The Vendor must submit a draft report template for approval by the Tollway within fourteen (14) days of Notice-to-Proceed.

System Patrolling and Locating will be considered a part of Routine Maintenance Services.

1.3 Cable Locating

The Vendor will be responsible for locating Fiber Optic cables, conduits, and ducts at the request of the Tollway. In addition to the Fiber Optic System, the Vendor will be responsible for locating Tollway roadway lighting and electric power service cable feeding plazas, signs, cameras, lighting controllers and other Tollway facilities as part of locate requests. The Vendor's responsibility regarding all other facilities besides fiber optic cable is limited solely to locate services as required. No other work related to these facilities will be required of the Vendor.

The Tollway is **not** a member of the Joint Utility Locating Information for Excavators (J.U.L.I.E.) system. The Vendor must be a member of the J.U.L.I.E. One-Call System on the Tollway's behalf and must review J.U.L.I.E. tickets in order determine those requests that will impact the System and other facilities. The Vendor will coordinate with the Tollway's Utility Administrator and dispatch personnel to complete the locate request. During a typical year (no major capital construction) there are an estimated 7,000 J.U.L.I.E. tickets generated that are related to the Tollway's System. It should be noted that this results in far fewer actual locates as not all tickets received require a locate. Actual locates in a typical year is expected to be on the order of 750.

Locate requests are also generated through the Tollway's A-36 Locate Request form. These forms are processed through the Tollway's Utility Administrator and will be transmitted to the Vendor upon processing.

The Vendor will locate cables, conduits, and ducts within the limits of the request within two (2) business days of receiving the request. Locates will be made using standard fiber optic locating equipment and existing tracer wire (or other means as necessary). If conduits or ducts were not installed with a tracer wire (or non-armored cable was used), the Vendor will make the fiber locatable by adding tracer wire. Adding tracer wires will be covered under Non-Emergency Maintenance. In these instances, the Vendor must immediately notify the Tollway's Utility Administrator that the fiber has not been located. The Vendor will mark the location of cables, conduits, and ducts using marking paint and flags spaced every fifteen (15) feet. The Vendor must inform the Tollway's Utility Administrator within three (3) days of the locate request that the work has been completed and the fiber has been marked. The Vendor must return a completed A-36 form or J.U.L.I.E. ticket with the date the locates were completed, the name of the locator, and any information related to the completion of the locate that may be required (e.g. modifications to the locate limits made in the field, record plan updates required by the locate, etc.).

Typical lengths of locate requests vary. The average locate request is 1,500 feet and typically does not exceed 2,500 feet. If a locate is requested that is greater than 2,500 feet, it will be divided such that each locate does not exceed 2,500 feet. It should be noted that all locates must be refreshed by contractors twenty-eight (28) days after the locate is completed. At the time the locate request is made, the contractor, construction managers, and Vendor may be required to review the locate request to ensure it is reasonable given the scope and schedule of work being performed. As a result, locates may be reduced in the field. The Vendor will be expected to perform this coordination as part of the locating process and report on modifications to the locate request.

In the event that cables are located incorrectly, the Vendor assumes all responsibility, including repairs costs, for any damage that occurs as a result. **Liquidated Damages of \$10,000 for each instance of damage to single mode "backbone" fiber and \$2,500 for each instance of damage to multimode fiber, single mode fiber laterals, and roadway lighting and electrical service cable may be assessed to the Vendor as a result of incorrect locates.**

In the event that a cable is damaged as the result of a claimed incorrect locate, the Vendor may submit in writing, an explanation of extenuating circumstances to the Tollway for consideration. The Tollway will evaluate the circumstances and provide a written response accepting the explanation provided or assessing the appropriate Liquidated Damages. Liquidated Damages must be included on the Vendor's next invoice submitted after receiving the Tollway's notice of intent to assess penalties. Invoices that do not reflect these penalties will not be accepted by the Tollway.

The Vendor will be provided with the current record plans of the System and other facilities in Microstation format. The Vendor must make corrections to these drawings and provide current drawings to the Tollway in electronic and hard copy format on an as needed basis such that the Tollway always has up-to-date records available. Any

revisions must be completed within thirty (30) calendar days after the work identifying the changes. It should be noted that the Vendor will be required to update record drawings to account for any relocation or expansion of the System. In these instances, the Vendor will complete these “as-built” drawings as part of the Construction Support work orders detailed in Section 3.2 of this exhibit.

The Vendor will be required to provide a monthly summary of locating activity including, but not limited to, A-36 Locate Requests received, the number of J.U.L.I.E. tickets received, the number of A-36/J.U.L.I.E. tickets resulting in completion of a locate, and the number of joint-meets attended.

Cable locating will be considered a part of Routine Maintenance Services.

1.4 Inventory Maintenance and Control

The Vendor must stock and maintain an inventory of materials that may be used during the course of this contract. This includes use by the Vendor in the performance of work in the contract, or by other contractors to complete fiber optic work outside of this contract. These materials include, but are not limited to, the following:

- Hand-holes – various sizes
- Class 4 and 5 Wood Poles – various heights
- Junction Boxes – various sizes
- Rigid Conduits – various sizes and types
- Flexible Conduit – various sizes and types
- Buried Cable Markers and Signs
- Colored Innerducts – various types, colors, and sizes
- Fiber Optic Cables – various fiber counts
- Fiber Optic Splice Enclosures and Distribution Panels – various types and sizes

Additionally, the Vendor may be required to stock similar materials that will be owned and used by Third Parties for maintenance of their facilities within the Tollway’s System. These materials will remain the property of the Tollway or the Third Parties for the duration of the contract and must be stored separately from any other materials not associated with the contract. Similarly, Tollway-owned materials must be clearly separated from Third Party owned materials. All materials must be kept in a secured location. Material susceptible to the environment must be stored in an environmentally controlled facility. The Vendor must provide proof of insurance covering its warehouse facilities to the Tollway. Proof of this insurance must be included with other insurance required by the contract and submitted with the final contract.

While storage requirements may vary, the Vendor must be able to make available to the Tollway a minimum of 10,000 square feet of warehouse space at the start of the contract for the purpose of keeping this inventory (Third Party materials included). Warehouse

facilities must be located within sixty (60) miles of the Tollway's Central Administration building. The minimum space does not have to be a single warehouse.

The Vendor will have access to outdoor storage areas provided by the Tollway. These yards may be used by the Vendor to store large items such as wood poles and handholes. These facilities are located at maintenance facility M-2 (near I-294 and I-88) and a storage yard near I-88 and IL-47. All materials stored at these sites must be organized in an orderly manner and palletized and covered if needed. When transferring materials to or from these sites, all materials must be counted and accepted by the Tollway. All transfer of material must be approved by the Tollway and documented. The Vendor will be responsible for meeting the requirements of the Third Parties for tracking and documentation of their materials.

The Vendor will be responsible for inspection and testing all materials received. The Vendor must provide results of materials testing and inspection to the Tollway and to construction contractors taking delivery of contract materials from the Vendor. Test procedures must meet specifications provided by the Tollway, but in general, will be consistent with industry standards. All test procedures and specifications will be issued to the Vendor prior to starting work on this contract.

The Vendor is responsible for all Tollway and Third Party materials in its possession for the duration of the contract. Any materials lost, stolen, damaged or in any way unsuitable for use in the intended manner must be replaced by the Vendor at no cost to the Tollway.

The Tollway reserves the right to conduct on-site inspections of the inventory with no advance notice. In the event that the Tollway is unable to gain access to the inventory within one (1) business day, the Vendor may be assessed a penalty of \$1,000.00 per day. In the event that materials are missing from the inventory, the Vendor may be assessed a penalty of \$500.00 for each individual item per day that it remains missing.

The Vendor may submit, in writing, an explanation of extenuating circumstances for either of these situations to the Tollway for consideration. The Tollway will evaluate the circumstances and provide a written response accepting the explanation provided or assessing the appropriate liquidated damages. Liquidated Damages must be included on the Vendor's next invoice submitted after receiving the Tollway's notice of intent to assess penalties. Invoices that do not reflect these penalties will not be accepted by the Tollway.

The Vendor may be required to purchase and furnish materials to be used as part of other contracts or to be stored as spare materials. The Tollway will provide the Vendor with a written request for material procurement and the part number or material specification. The Vendor must procure those materials and store them for the Tollway in accordance with the same specifications indicated above. Other Tollway contractors will be responsible for receiving materials at the Vendor's warehouse site or Tollway storage sites and transporting materials to each construction site.

The Vendor must make every effort to secure the lowest price possible for materials. The Vendor must secure up to three (3) quotes for each item of material and provide this information to the Tollway prior to purchase. In the event, the Vendor cannot secure three (3) quotes; the Vendor shall receive prior approval to proceed with any purchase based only on one (1) quote. The Vendor must secure quotes for all materials within five (5) business days of a request being made by the Tollway. The Vendor will be paid actual material costs including incidentals such as shipping and warranties as documented through supplier invoices. To the invoiced amount, the Vendor will be allowed to add a fixed percent mark-up as bid and accepted in the cost proposal.

The Vendor will be required to report on the status of the inventory on a monthly basis, or as requested by the Tollway. Reports will include, but not be limited to, equipment and materials in inventory, items received, distributed, or otherwise used in the past period, sum total of cost of materials used, and recommendations for additional procurements. The Vendor will also be required to submit an annual inventory report summarizing the same information for the previous year.

Inventory Maintenance and Control will be considered a part of Routine Maintenance Services.

1.5 Payment for Routine Maintenance Services

Routine Maintenance will be paid for at the contract unit price per centerline mile. Measurement will be based on System Patrolling which is to be completed for the entire 308 miles of the System (Tollway system and IDOT section on I-39 between I-88 and I-90) every two (2) weeks resulting in a baseline of 154 centerline miles per week or 8,008 miles per year to be maintained. At the Tollway's written direction, specific sections of the System will be maintained more or less frequently.

1.6 Routine Maintenance Services during Construction

During a construction project in which the Vendor is providing Construction Support services (described in Section 3.2 of this exhibit), Routine Maintenance Services within the limits of that project may be suspended for the duration of that project. As part of the Vendor's work order providing construction support services the necessary routine services, including cable locating, will be included for the duration of the project. Specifics of the services to be provided, including the fee, will be negotiated and defined as part of the work order for construction support. Direction to suspend and resume routine maintenance services will be included as part of the work order.

2.0 Repair Services

2.1 Emergency Maintenance

The Vendor must provide on-call service to make emergency repairs to the System. Emergency Maintenance will be provided twenty-four (24) hours per day, 365 days per year. Most often, this will include repair of cable and conduit damaged as a result of construction equipment cutting the fiber; however, any service outage related to the fiber optic cable or termination panels will be included.

2.1.1 Response Times

The Vendor must be on site within two (2) hours of receiving an emergency service call. The Vendor shall assess the damage, make a recommendation to the Tollway for repair, and begin those repairs within four (4) hours of receiving an emergency service call.

Failure to meet the required response time may result in the following penalties:

Time Elapsed from Initial Notification	Liquidated Damages	Cumulative Liquidated Damages
2 – 4 Hours	\$2,000	\$2,000
4 – 6 Hours	\$3,000	\$5,000
6 – 8 Hours	\$4,000	\$9,000
8 – 10 Hours	\$5,000	\$14,000
10+ Hours (per every two hours)	\$6,000	\$20,000+

Failure to begin repairs within the required time may result in the following penalties:

Time Elapsed from Initial Notification	Liquidated Damages	Cumulative Liquidated Damages
4 – 6 Hours	\$2,000	\$2,000
6 – 8 Hours	\$3,000	\$5,000
8 – 10 Hours	\$4,000	\$9,000
10 – 12 Hours	\$5,000	\$14,000
12+ Hour (per every two hours)	\$6,000	\$20,000+

In the event that the Vendor fails to meet the required response time or fails to begin repairs within the required time, the Vendor may submit, in writing, an explanation of extenuating circumstances (incidents on the roadway delaying arrival, need for specialized equipment, etc.) to the Tollway for consideration. The Tollway will evaluate the circumstances and provide a written response accepting the explanation provided or assessing the appropriate liquidated damages. Liquidated Damages must be included on the Vendor's next invoice submitted after receiving the Tollway's notice of intent to

assess penalties. Invoices that do not reflect these penalties will not be accepted by the Tollway.

2.1.2 General Requirements

When restoring a damaged cable in the System, the Vendor will work to restore all traffic as quickly as possible, however, the Vendor agrees that the Tollway's portion of the System will be used for police and other public safety-related functions and that, because of the public safety implications, the Vendor shall be required, in any instance where both the Tollway and Third Party portions of the System experience problems, to restore the Tollway's portion of the System first. The Vendor shall restore working fiber prior to the restoration of non-active spares in a manner that does not favor any particular customer.

As specific fiber and duct counts vary significantly from one part of the System to another, and the exact nature of the damage is unpredictable, there are no specific time limits related to completion of repairs. In order to expedite repairs and restore service, the Vendor may be required to make a temporary repair and complete a permanent repair at a later time. These permanent repairs will be addressed as a Non-emergency Repair (described in Section 2.2 of this Exhibit). For Emergency Repairs, the Vendor must be able to provide up to four (4) splicing crews that can perform an average of forty (40) splices per hour with a maximum signal loss of 0.5 dB.

During the initial response, the Vendor will provide the Tollway with an estimate of labor, materials, equipment, and time required to complete the repair. The Vendor will not begin repairs until this scope is submitted to the Tollway; however, in order to expedite repairs, no specific approval from the Tollway is required to begin the repair. This information is required solely for the purpose of determining the general scope and schedule of the repair in order to better assist coordination with Tollway and Third Party System users. This estimate will not be used as a basis for payment, and final payment will be based on actual time and materials expended. The Vendor will be required to provide documentation and explanation for significant deviations from the initial estimate of effort.

In general, permanent repairs of fiber cuts will be as follows:

The Vendor must install a new handhole and underground splice enclosure at the location of the damage. The Vendor must pull sufficient slack fiber optic cable from neighboring handholes to splice the fiber optic cable back together in the new handhole. If there is not sufficient slack fiber optic cable, the Vendor must install a new underground splice enclosure in a nearby existing handhole, and install a new fiber optic cable between the splice enclosure in the new handhole and the splice enclosure in the existing handhole.

Temporary repairs will generally consist of providing a new splice enclosure, splicing all cut fibers, and arranging the exposed fiber in such a way that will adequately protect it until such time as permanent repairs can be completed.

2.1.3 Emergency Repair Documentation

The Vendor will be required to keep detailed documentation related to each incident of damage to the fiber. This will include, but not be limited to, the following:

A general **Facility Damage Report** summarizing the key information of the incident including, but not limited to the following:

- Location of the incident
- Date and time of the incident
- Key milestones including initial notification, arrival on scene, beginning of repairs, and time service is restored
- Damaging party information
- Cause of damage
- Elements of the System affected
- Status of utility and cable locates in the area
- Third Parties affected
- Time of key notification
- A brief written summary of the cause of the damage, the response, and the ultimate conditions related to the incident.

A detailed **Timeline of Events** including times of notifications, the start or end of key elements of the repairs, times of communication with any Third Party or Tollway staff, and dispatching of Vendor resources.

A **Digital Photo Record** of the damages and final conditions.

A **Record of Labor, Materials, and Equipment** used during the course of repairs.

Other relevant documentation related to the hit such as permits or contract plans related to the incident area, A-36 Locate Request forms, or JULIE tickets.

Payment of work related to emergency repairs will only be made after all required documentation related to the incident is submitted, reviewed, and approved by the Tollway.

2.1.4 Subletting Emergency Maintenance Repairs

The Vendor may sublet emergency maintenance repairs to a primary subcontractor if necessary. The proposed primary subcontractor must be specifically identified in the offer along with pertinent information (experience, staff qualifications, etc.). The Vendor must include in the offer a discussion of how multiple, simultaneous repairs will be

addressed. Specifically, if the Vendor and any identified subcontractors have the resources to address multiple repairs simultaneously or if additional subcontracting will be required. The Vendor may include secondary subcontractors directly in the Offer.

2.2 Non-Emergency Maintenance

Non-Emergency Maintenance will generally address the following:

- Remedial work to address potential hazards or deficiencies discovered during system patrol, inspections, or any other sources, but which have not yet impacted System operation, nor are an imminent threat to System operation
- Permanent repairs related to Emergency Maintenance
- Splicing and testing of fiber installed by other contractors

Once identified by either the Tollway or the Vendor, the Vendor must recommend a repair and a schedule for the work. This will include a detailed listing of all labor, materials, and equipment to be used to complete the repair and the schedule of the repair. Upon approval by the Tollway, this estimate will represent a not-to-exceed limit for the repair. Non-Emergency Maintenance will not begin prior to a written work order notice-to-proceed is issued by the Tollway. Should extra work beyond that approved in the work order be required due to unanticipated conditions, the Vendor must immediately notify the Tollway of the conditions and the additional effort required to complete the work. Upon approval of the extra work, the Vendor shall continue the necessary repairs. Final documentation of the repair must include a description of the unanticipated conditions and the additional work required to complete the repair, as well as a record of notification and communication with the Tollway regarding those conditions.

Non-Emergency Maintenance may include splicing, termination, or testing of fiber optic cable installed by other contractors. As part of these work orders, the Vendor may be required to attend construction progress meetings with the other contractors, project managers, and construction managers. Work orders for this work will describe in detail the roles, responsibilities, and expectations of both the Vendor and other contractors in completing this work.

2.3 Payment for Repair Services

The Vendor will be paid for actual labor, materials, and equipment used for each Emergency or Non-Emergency repair task per the provisions of this section.

2.3.1 Labor

The Vendor will be paid for labor costs necessary to complete the work at the rates bid in the cost proposal in Section 5.3.2. Rates bid in the cost proposal will represent the actual

rates allowable for inclusion on invoices and must include all direct salaries, overhead, benefits, and mark-ups. For labor categories required to complete the work, but not included in the Vendor's proposal, and which could not be reasonably anticipated, the labor rate will be paid as follows.

The Vendor will be paid for the actual amount of wages for all labor utilized in the completion of a given Emergency repair or Non-Emergency repair work order. The Vendor will receive the actual additional amount of the contributions paid for regular and uniform health and welfare benefits, pension fund benefits or other benefits when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the class of labor utilized for completion of the work. The Vendor will be allowed to add thirty-five (35%) percent of this total to the sum of these items.

The Vendor will receive the actual cost or increase in cost of required Vendor's bonds, public liability and property damage insurance, Worker's Compensation and Occupation Insurance, Unemployment Compensation Tax, and Social Security tax attributable to the work. The Vendor will be allowed to add ten (10%) percent of this total to the sum of these items. The Vendor will be required to furnish satisfactory evidence of the cost or rates paid for such bonds, insurance, and taxes.

2.3.2 Materials

The Vendor will receive the actual cost for all materials, including freight charges as shown by the original paid invoices, which become an integral part of the finished work or are requested by the Tollway to be procured and stocked as spare materials. The Vendor will be allowed to apply a Materials Percent Mark-up as bid in the Cost Proposal section of this RFP to the sum of these items. Paid invoices must carry the name of the supplier on the "paid" stamp. Paid invoice shall be signed in full and dated by the officer or individual receiving payment and shall show that person's title.

The Vendor will be reimbursed for any materials used in the completion of the work such as sheeting, lumber, falsework, etc, which are not an integral part of the finished work. No percent mark-up shall be added to these materials.

2.3.3 Equipment

The Vendor will be paid for equipment necessary to complete the work at the rate bid in the cost proposal in Section 5.3.2. The Vendor shall use their professional judgment and experience to provide average rates for equipment of varying sizes that will be used throughout the course of the contract. Equipment not specifically called out in the cost proposal shall be considered "tools of the trade" and will be considered incidental to other equipment items that are included in this RFP. For example, fusion splicers and OTDRs shall be considered incidental to Splicing Trailer. No separate payment will be made for these items.

2.3.4 Sublet Work

In the event that any portion of the work requires subletting to subcontractors not explicitly included in the Vendor's proposal, the subcontractor will be paid in accordance with the above provisions as they apply to the sublet work. The Vendor will be allowed to apply a Sublet Work Percent Mark-up as bid in the Cost Proposal section of this RFP to the sum of these items.

It is expressly understood that this mark-up only applies to work sublet to vendors or contractors not included in the original proposal or otherwise formally approved by the Tollway in advance of any emergency or non-emergency repair work. All costs associated with subconsultants or subcontractors included in the Vendor's original offer or otherwise pre-approved by the Tollway subsequent for work on the contract subsequent to the offer will be incidental to items included in the cost proposal.

The Vendor's offer must identify all primary subcontractors that are expected to complete the services required. Significant subletting of work to subcontractors not included in the Offer or not preapproved prior to work being issued will not be allowed.

2.4 Recovery of Maintenance Fees

In the event that maintenance of the System is required as a result of damages caused by others (Emergency or Non-Emergency), the Tollway will be responsible for recovering the associated costs of those repairs from the responsible party identified by the Vendor's final Facility Damage Report. In the event that damages were caused by an unknown party, the ultimate cost of repairs will be distributed amongst the Tollway and affected Third Parties. The Vendor will invoice the Tollway for the complete cost of the repairs, as well as assist the Tollway in preparation of invoicing to recover attributed costs from affected Third Parties. Section 4.0 of this exhibit provides additional details on Third Party Billing.

3.0 Design and Construction Support Services

3.1 Design Services

The Vendor will be responsible for providing Design Section Engineering Services in support of fiber optic cable relocation projects or fiber optic expansion projects. The Vendor will be required to follow the provisions of the Tollway's current Design Section Engineering Manual and any updates in completing design tasks.

The Vendor will be responsible for developing plans, specifications, cost estimates, and all other contract documents necessary for successful advertising and bidding of construction contracts. This may be completed through any of the following options:

- Stand alone contracts for fiber optic work in which the Vendor will be responsible for all work necessary for developing contract documents suitable for bidding.
- Development of plans, specifications, and estimates for inclusion in an advance work contract or a roadway construction contract. For this approach, the Vendor will only be responsible for the basic plans, specifications, and estimates. Another DSE will be responsible for packaging those documents within the larger contract for advertisement and bidding.
- Development of plans, specifications, and estimates for an in-place “blanket” contract. For this approach, work will be completed through an existing contract and as such general contract documentation will not be developed, but rather a general plan of the work to be completed and a list of pay items and quantities.

The Vendor may be required to work with other design consultants and Tollway project managers to complete this work.

The Vendor’s proposal must include the following:

- The person who will assume the duties of the Design Project Manager for all aspects of the work documents. The Design Project Manager must be an Illinois Licensed Professional Engineer. The Contract Project Manager may also serve as the Design Project Manager, but it is not required.
- The person who will perform the duties of the Project Engineer. The Design Project Engineer is the individual who is most directly involved in the development of the contract documents. The Design Project Engineer must be an Illinois Licensed Professional Engineer.
- The person who will perform the duties of the Construction Engineer. The Construction Engineer is the individual who is most responsible for ensuring the constructability of the contract plans. The Construction Engineer must be an Illinois Licensed Professional Engineer.
- The person(s) who will perform the Quality Control/Quality Assurance (QC/QA) review work of all milestone submittals. The QC/QA Engineer must be an Illinois Licensed Professional Engineer.

Design work will be completed on a work order basis. The Tollway will submit a written request to the Vendor for a proposal for a given scope of work. The specific scope and fee for the task will be negotiated at that time. No work for a given task will begin until a written notice-to-proceed is approved by the Tollway. Development of work orders prior to approval shall be incidental to this contract and no separate payment will be made.

Design work will be managed through the Tollway’s web-based project management system provided by Meridian-Proliance On Demand SystemsTM. The Vendor will be

required to participate in these procedures and will receive Meridian-Proliance On Demand SystemsTM training.

The Tollway reserves the right to utilize other Design Section Engineering contracts to perform this work.

3.2 Construction Support

3.2.1 Construction Management

The Vendor will be responsible for providing Construction Section Engineering services in support of fiber optic cable relocation projects or fiber optic expansion projects. The Vendor will be required to follow the provisions of the Tollway's current Construction Manager's Manual and any updates in completing construction management tasks.

The Vendor will be responsible for delivering a successful construction project and overseeing and managing all tasks starting at project award and extending through project close out. This may be completed through any of the following options:

- Stand alone contracts for fiber optic work in which the Vendor will be the prime construction manager and directly responsible for all aspects of the project.
- Fiber optic work included in larger contracts for advance work or roadway construction in which the Vendor will work as part of a larger construction management team to successfully stage and complete the fiber optic work within the scope of the larger project.
- Fiber optic work completed by a "blanket" fiber optic contractor. This work will effectively be a stand alone fiber optic project, but construction will be work order based and will not have the same requirements for project start-up or close out as a typical stand alone contract.

The Vendor may be required to work with other construction managers and Tollway project managers to complete this work.

The Vendor's proposal must include the following:

- The person who will assume the duties of the Construction Management (CM) Project Manager for all aspects of the work documents. The CM Project Manager must be an Illinois Licensed Professional Engineer. The Contract Project Manager may also serve as the CM Project Manager, but it is not required.
- The person who will perform the duties of the Resident Engineer. The Resident Engineer is the individual who is most directly involved in the project and the work on site. The Resident Engineer must be an Illinois Licensed Professional Engineer.

- The person who will perform the duties of the Construction Inspector. The Construction Inspector is the person most involved in detailed inspection and documentation of the work being performed.

Construction Management work will be completed on a work order basis. The Tollway will submit a written request to the Vendor for a proposal for a given scope of work. The specific scope and fee for the task will be negotiated at that time. No work for a given task will begin until a written notice-to-proceed is approved by the Tollway. Development of work orders shall be incidental to this contract and no separate payment will be made.

Construction Management work will be managed through the Tollway's web-based project management system provided by Meridian-Proliance On Demand Systems™. The Vendor will be required to participate in these procedures and will receive Meridian-Proliance On Demand Systems™.

The Tollway reserves the right to utilize other Construction Section Engineering contracts to perform this work.

3.2.2 Watch and Protect

The Vendor will provide Watch and Protect services for construction projects in which the System is not directly affected, but may be at risk as result of other construction activities.

The Vendor must provide inspectors for active construction areas. The number of inspectors will vary based on the size of the project requiring watch and protect services and will be determined at the time a work order is prepared. The Vendor will be on-site to monitor construction and ensure adequate measures are being taken by the contractor to protect the System. This includes verifying that fiber optic cable locates have been completed and are adequately marked. The Vendor's inspectors must attend construction meetings for all active projects to represent the Tollway with regards to fiber protection. The Vendor must coordinate with all parties involved including Tollway Project Managers and Construction Managers and Contractor/Subcontractor Management and Equipment Operators to ensure proper precautions are being taken to protect the fiber. The Vendor must notify the Tollway fiber optics Program Manager, the Tollway's Construction Manager and the Tollway's Project Manager immediately in the event the fiber optic cable is in danger of being damaged.

The Tollway will provide the Vendor with a list of active construction contracts that will require watch and protect services through the project management and coordination meetings.

Watch and Protect work will be completed on a work order basis. The Tollway will submit a written request to the Vendor for a proposal for a given scope of work. The

specific scope and fee for the task will be negotiated at that time. No work for a given task will begin until a written notice-to-proceed is approved by the Tollway. Development of work orders shall be incidental to this contract and no separate payment will be made.

3.3 Quality Program for Design and Construction Support Services

The Tollway will furnish the Vendor with guidelines for the Vendor's Quality Program. The Vendor will be required to submit a Quality Program that addresses design and construction support services within fourteen (14) days after the contract notice-to-proceed.

3.4 Payment for Design and Construction Support Services

The Vendor will be paid for actual time and allowable direct cost expenses for each design and construction support work orders per the provisions of this section.

3.4.1 Labor

The Vendor will be paid for all direct labor times a fixed multiplier of 2.8. The Vendor will be required to submit certified payroll statements, work force rate revisions, and signed time sheets as necessary to support design and construction support work orders.

3.4.2 Allowable Direct Costs

The following costs are allowable when requested by the Tollway and included in the work order.

Per Diem	State Rate (Maximum)
Lodging	State Rate (Maximum)
Air Fare	Coach Rate with 2 weeks advance purchase
Vehicle Mileage	State Rate* (Maximum)
Daily Rate (owned or leased the same)	\$40/day (Maximum)
	Including Tolls
Overtime	Premium portion
Tolls	Actual Cost
Film and Film Processing**	Actual Cost
Overnight Delivery/Postage Courier Service	Actual Cost
Copies of Deliverables and Mylars	Actual Cost
Specific Insurance – required for project	Actual Cost

CADD	Actual Costs (Maximum of \$15.00/Hr)
Cell Phones	\$70/month/phone (Maximum)
(maximum of 3 without additional approval. Personal phones that do not remain on the job site are not allowable)	

*website for State Reimbursement Rates

http://www.state.il.us/cms/2_servicese_oth/trvlreim.htm

**Use of digital cameras verses film cameras is required unless otherwise approved as part of a work order. Digital cameras are considered tools of the trade and no separate payment will be made for their use.

On all agreement authorizations after January 1, 2005, GPS Equipment is considered tools of the trade.

3.5 Subletting of Work

Subconsultants will be allowed to bill the Vendor for work on work orders per the provisions set forth in Section 3.3 and Section 3.4. **The Vendor will bill the Tollway for subconsultant services as an actual direct cost with no mark-up.**

3.6 Construction Contract Administration

The Tollway will assume the duties of construction contract administration through established Tollway Engineering construction contracting processes. The Tollway will provide an overall Project Manager for all construction projects. The Vendor's role is limited to supporting the Tollway in completing design of fiber optic projects and Managing Construction. The Vendor will assume no responsibility beyond those assigned to Professional Designers and Construction managers for the construction contract.

4.0 Third Party Coordination and Billing

The Tollway has negotiated and entered in to Indefeasible Right of Use (IRU) agreements with many Third Parties for use of the Tollway's fiber optic cable and duct system. There are currently twenty-seven (27) IRUs with fifteen (15) distinct users. These Agreements include the Tollway's obligation to provide maintenance services and specific terms of payment for those services, as well as other services related to the System. As part of Project Management and Coordination, the Vendor will be required to prepare invoices for these services on behalf of the Tollway. The period of billing of maintenance fees to each Third Party user varies, but is no more frequent than monthly.

The Vendor will be responsible for preparing invoices for routine maintenance, relocation work, or other construction work that will be paid for, in part, by Third Parties. This work is billed pursuant to the terms and conditions of the Third Party user Agreements, which contain formulas based upon the number of ducts and the number of fibers for each user on the particular portion of the system that is affected, including the Tollway.

The Tollway will provide the Vendor with past invoices provided to Third Parties for use as samples in developing the billing system. The Vendor must develop a billing and progress reporting format that is substantially equivalent to the system currently in place in order to meet the expectations of Third Parties.

The Vendor's involvement in Third Party billing and payment will be limited to preparation of invoices and general coordination related to invoicing and payment. Actual payments will be made to and collected by the Tollway. The amount of payments made by Third Parties will have no bearing on payments made for services rendered by the Vendor. Payments to the Vendor will be based solely on items bid through the cost proposal or as otherwise defined in this RFP.

The Vendor will be required to meet with each of the Third Party customers once per year to report on the general state of the System, work being done to maintain the System, upcoming major projects that may affect the System, and other routine matters. More frequent meetings may be necessary during periods of heavy construction. Additional meetings will be addressed through Construction Support work orders.

Third Party coordination and preparation of invoices related to routine maintenance services will be considered incidental to Routine Maintenance Services. Third Party Coordination and preparation of invoices related to specific construction or relocation projects will be included as part of work orders issued to support those projects.

5.0 Marketing

The Vendor must continuously market and promote the spare capacity of the Tollway's Fiber and Duct System to telecommunications providers and other potential users to maximize its use. Potential users include, but are not limited to, local exchange carriers, cable television providers, competitive access providers, and commercial communication users. The Vendor must inform the Tollway of necessary expansions of the system to secure additional users. In consultation with the Tollway's Legal Department, the Vendor will negotiate with potential users of the System on behalf of the Tollway. All aspects of negotiation are subject to the approval of the Tollway.

The Vendor will develop an annual Marketing Plan for Tollway approval. The Marketing Plan will describe the staffing resources, a list of potential users, marketing strategies, identification of advertising venues and frequencies, description of Vendor produced

marketing materials and sales literature, and a schedule of milestone events such as trade show participation and trade magazine advertising.

The Vendor will submit a quarterly marketing report detailing the efforts that have taken place during the previous quarter and upcoming marketing events. This report will include, but not be limited to, the number of staff resources assigned to marketing the Tollway's system, contact information for potential users engaged, summaries of agreements reached, and summaries of pending agreements or negotiations.

The Vendor must perform all marketing services in a non-discriminatory and competitively neutral manner in compliance with the Telecommunication Act of 1996.

Fifteen (15%) percent of the revenue actually received in cash through new leases generated as a result of the Vendor's marketing efforts, will be paid to the Vendor. The Tollway will collect revenues from System users and quarterly will pay the Vendor its shares of revenues due. The Tollway will be required to provide the Vendor a quarterly report of revenues paid to the Tollway by System users when there is activity and to otherwise keep the Vendor informed as to the status of payments from System users upon request.

6.0 Escalation of Fees

The Tollway's Agreements with Third Party users include the provision for escalation of maintenance fees paid by the Third Parties to the Tollway based on the Consumer Price Index. Unless otherwise stated within this RFP, the Vendor will be allowed to escalate all unit prices bid by the exact amount used to adjust fees paid by Third Parties.

Labor rates associated with design and construction support tasks may be adjusted per the standard terms of Design Section Engineer and Construction Section Engineer contracts executed by the Tollway. In general, changes in hourly rates may be adjusted upon submittal and approval of work force rate revisions. Increases equal to or greater than seven (7%) percent will require written justification and the approval of the Chief Engineer of the Tollway.

The Vendor understands that any adjustments to pay items or labor rates will not affect the upper limit of any work orders executed prior to those adjustments.

7.0 Quantities

Quantities provided in this RFP for any item of work are for the sole purpose of comparing cost proposals. There will be no guaranteed minimum or maximum limit to any quantity of work required by this contract except as directed by the Tollway after the contract is established.