

**STATE OF ILLINOIS**  
**PROFESSIONAL AND ARTISTIC REQUEST FOR PROPOSAL**

Illinois Department of Transportation  
Disparity/Availability Assessment Study  
OBWD – 16-96064

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

**Brief Description:**

The Illinois Department of Transportation (“Department” or “Agency”), intends to procure the services of a highly qualified firm to undertake the preparation of an availability analysis, in conjunction with a disparity study (“Study”), of disadvantaged business enterprises as defined by 49 CFR §26.5. The Agency is a code department of the state empowered by law with the duty of constructing and maintaining a comprehensive state highway system, overseeing the use of state-provided funds by local highway authorities. Additionally, the Agency procures other professional services with federal funding to support the construction program. The Agency has duties imposed by state and federal law to ensure that disadvantaged business enterprises (“DBE”) are afforded the opportunity to participate in all types of federally-assisted contracts and procurement activities.

It is also the goal of this procurement that the selected Vendor will achieve a minimum percentage of the total contract of **20%** participation goal to include businesses that have been certified as **Disadvantaged Business Enterprises (DBEs)**, owned and controlled by persons who are socially and economically disadvantaged. For more information on IDOT’s DBE program, contact Office of Business & Workforce Diversity, Bureau of Small Business Enterprises at 217-782-5490.

The resulting contract with the awarded Offeror shall have an initial term of **Upon execution for 24 months**. In no event will the total term of the contract, including the initial term, any renewal terms, and any extensions exceed ten (10) years. Subject to the maximum total term limitation, the Agency has the option to renew for the following terms: **(1) – 24 months renewal option.**

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

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

**Offers that do not adhere to Form and Content of Proposal requirements may not be considered.**

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

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

**STATE OF ILLINOIS  
OUTLINE**

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

**FORMS A**

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

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

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**Taxpayer Identification Number ..... 8.**

**FORMS B**

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

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

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

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### **BEP UTILIZATION PLAN**

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

#### **Letter of Intent:**

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

#### **Utilization Plan:**

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

### **VSB UTILIZATION PLAN**

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

#### **Letter of Intent:**

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

#### **Utilization Plan:**

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

**STATE OF ILLINOIS**  
**INSTRUCTIONS FOR SUBMITTING OFFERS**

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**SECTION 1.**

**A. INSTRUCTIONS FOR SUBMITTING OFFERS**

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

Solicitation Contact: <b>Rena Dietrich</b>	Phone: 217-785-5234
Agency: Illinois Department of Transportation	Fax: 217-782-5634
Street Address: 2300 South Dirksen Parkway	
City, State Zip: Springfield IL 62764	
Email: <a href="mailto:Rena.Dietrich@illinois.gov">Rena.Dietrich@illinois.gov</a>	

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

- A.4. OFFEROR QUESTIONS AND AGENCY/UNIVERSITY RESPONSE:** All questions, other than questions raised at the Offeror Conference/Site Visit, pertaining to this solicitation must be submitted in writing to the Solicitation Contact no later than **5 business days before due date**. Questions received and Agency/University responses may be posted as an Addendum to the original solicitation on the Bulletin; only these posted answers to questions shall be binding on the State. Offerors are responsible for monitoring the Bulletin.

**A.5. REQUIRED MEETINGS**

Offeror Conference/Site Visit:  Yes  No

Mandatory Vendor Attendance:  Yes  No

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

Date: N/A

Time: N/A

Location: N/A

**Oral Presentations:**  Yes  No

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

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

Date: To Be Determined

Time: To Be Determined

Location: To Be Determined

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

A.6.1. Offer Due Date & Time

Date: December 30, 2015

Time: 1:30 PM Central Time Zone

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

A.6.3. Submit/Deliver Offers To:

Label (outside of envelopes/containers):

Agency: Illinois Department of Transportation	<b>“Sealed Offer – Do Not Open”</b>
Attn: <b>Rena Dietrich</b>	Project Title: <b>Disparity/Availability Assessment Study</b> Reference #: <b>16-96064</b>
Address: 2300 South Dirksen Parkway	Due Date: <b><u>December 30, 2015</u></b> Time: <b><u>1:30 PM Central Time Zone</u></b>
City, State Zip: Springfield IL 62764	<i>Offeror Name</i>
	<i>Offeror City, State Zip</i>

**Please note:** if you are enclosing your packets in one carrier container, type **Disparity/Availability Assessment Study, Reference Number 16-96064** on the outside mailing label of the container so we can process your package accordingly and without delay.

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

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

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

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

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

Additional Offeror Provisions may be stated on this form and should not include exceptions to Agency/University specifications, terms and conditions, or any other part of this solicitation. This is supplemental information that supports an Offeror’s position or, for example, an Offeror’s licensing agreement.

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

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

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

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

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

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

Separately seal and label each packet.

**A.8. SUBMISSION OF OFFERS:** The Offer must be submitted in separately sealed packets as indicated below and clearly labeled with the Request for Proposal title, the IPB reference number, the packet number, the Offeror’s name and the wording: **“Sealed Offer – Do Not Open.”** The separately sealed packets may be submitted together in one mailing/shipping box or may be submitted separately in individual/shipping boxes. Do not put the entire Offer on a single CD or USB flash drive. Pricing must always be on a separate CD or USB flash drive unless otherwise instructed.

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

**A.9. SECURITY:** Performance Bond: **N/A** If a performance bond is required, Offeror must submit the Performance Bond to the Solicitation Contact within ten (10) days after award. The bond must be from a surety licensed to do business in Illinois. An irrevocable letter of credit is an acceptable substitute. The form of security must be acceptable to the State.

- A.10. SMALL BUSINESS SET-ASIDE:**  Yes  No. If “Yes” is marked, Offeror must be qualified by the Small Business Set-Aside Program at the time Offers are due in order for the Offer to be evaluated. For complete requirements and to qualify Offeror’s business in the Small Business Set-Aside Program, visit (<https://ipg.vendorreg.com/FrontEnd/ VendorSearchRegistry.asp?TN=ipg&XID=7599>).
- A.11. MINORITY CONTRACTOR INITIATIVE:** The State requires a fee of \$15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative. Any Offeror awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller’s Administrative Fund. 15 ILCS 405/23.9.
- A.12. FEDERAL FUNDS:** The resulting contract may be partially or totally funded with Federal funds. Upon notice of intent to award, the percentage of goods and/or services involved that are Federally funded and the dollar amount of such Federal funds will be disclosed.
- A.13. EMPLOYMENT TAX CREDIT:** Offerors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 and 45-70. Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.
- A.14. GOVERNING LAW AND FORUM:** Illinois law and rules govern this solicitation and any resulting contract. Offeror must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. This document contains statutory references designated with “ILCS”. Offeror may view the full text at ([www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp)). The Illinois Procurement Code (30 ILCS 500) and the Standard Procurement Rules (44 ILL. ADM. CODE PARTS 1, 4, 6 and 8) are applicable to this solicitation and may be respectively viewed at (<http://www.ilga.gov/legislation/ilcs/ilcs5.asp?ActID=532&ChapterID=7>) and (<http://www.ilga.gov/commission/jcar/admincode/044/044parts.html>).
- A.15. PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:** Offers become the property of the State and late submissions will not be returned. All Offers will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless Offeror requests in its Offer that the State treat certain information as confidential. A request for confidential treatment will not supersede the State’s legal obligations under FOIA. The State will not honor requests to keep entire Offers confidential. Offerors must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, the State will disclose the successful Offeror’s name, the substance of the Offer, and the price.

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

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

- A.16. RESERVATIONS:** Offeror must read and understand the solicitation and tailor the Offer and all activities to ensure compliance. The State reserves the right to amend the solicitation, reject any or all Offers, award by item/services, group of items/services, or grand total, and waive minor defects. The State may

request a clarification, inspect Offeror's premises, interview staff, request a presentation, or otherwise verify the contents of the Offer, including information about subcontractors and suppliers. The State may request Best & Final Offers when appropriate. The State will make all decisions on compliance, evaluation, and terms and conditions, and shall make decisions in the best interests of the State and in accordance with the Illinois Procurement Code, rules and other applicable State and Federal statutes and regulations. This competitive process may require that Offeror provide additional information and otherwise cooperate with the State. If an Offeror does not comply with requests for information and cooperate, the State may reject the Offer as Non-Responsive to the solicitation. Submitting an Offer does not entitle Offeror to an award or a contract. Posting Offeror's name in a Bulletin notice does not entitle Offeror to a contract. The State is not responsible for and will not pay any costs associated with the preparation and submission of any Offer. Awarded Offeror(s) shall not commence, and will not be paid for any billable work undertaken prior to the date all parties execute the contract, unless approved in writing in advance by the State Purchasing Officer or the Chief Procurement Officer (or designee).

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

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

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

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

**A.19. INVOICING ADDRESS:** The awarded Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency: **Illinois Department of Transportation**

Office: **Office of Business & Workforce Diversity**

Attn: **Dana Goodrum**

Address: **2300 South Dirksen Parkway**

City, State Zip: **Springfield IL 62764**

Email: [Dana.Goodrum@illinois.gov](mailto:Dana.Goodrum@illinois.gov)

Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's/University's Illinois tax exemption number and Federal tax exemption information.

**A.20. PROTEST REVIEW OFFICE:** Offeror may submit a written protest to the Protest Review Office following the requirements of the Standard Procurement Rules. 44 ILL. ADM. CODE 1.5550, 4.5550, 6.420, and 8.150. For protests related to specifications, the Protest Review Office must physically receive the protest no later than fourteen (14) days after the solicitation or related addendum was posted to the Bulletin. For protests related to rejection of individual proposals or awards, the protest must be received by close of business no later than fourteen (14) days after the protesting party knows or should have known of the facts giving rise to the protest. The Protest Review Office's information is as follows:

Chief Procurement Office	Phone: (217) 720-7267
Attn: Protest Review Office	Facsimile: (217) 558-1399
401 S. Spring Street	
Suite 515 Stratton Office Building	Illinois Relay: (800) 526-0844
Springfield, IL 62706	

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

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

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

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

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

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

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

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

- Authorized to Transact Business or Conduct Affairs in Illinois: A person (other than an individual acting as a sole proprietor) must be duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to

submitting an Offer. For more information, see Authorized to Transact Business or Conduct Affairs in Illinois in Forms A , Part 3.

- State Board of Elections Registration: Vendor or Offeror may be prohibited from making political contributions and be required to register with the State Board of Elections. For more information, see State Board of Elections in Forms A, Part 5.
- Illinois Department of Human Rights Public Contracts Number: Offeror shall complete and return the IDHR Public Contract Number form in Forms A , Part 2, or in the Illinois Procurement Gateway.
- Standard Certifications: Offeror shall complete and return the Standard Certifications form in Forms A , Part 4, or in the Illinois Procurement Gateway.
- Financial Disclosures and Conflicts of Interest: Offeror shall complete and return the Financial Disclosures and Conflicts of Interest form in Forms A , Part 7, or in the Illinois Procurement Gateway.
- Disclosure of Business Operations with Iran: Offeror shall complete and return the Disclosure of Business Operations with Iran form in Forms A , Part 6, or in the Illinois Procurement Gateway.
- Business and Directory Information: Offeror shall complete and return the Business and Directory Information form in Forms A , Part 1, or in the Illinois Procurement Gateway.
- Taxpayer Identification Number: Offeror shall complete and return the Taxpayer Identification form in Forms A , Part 8, or in the Illinois Procurement Gateway.

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

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

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

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

A.21.2.1. A “prohibited bidder” includes any person assisting an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or providing similar assistance unless such assistance was part of a publically issued opportunity to review drafts of all or part of these documents. For purposes of this section, an employee of the State of Illinois means one who, by the nature of his or her duties, has the authority to participate personally and substantially in the decision to award a State contract. No person or business shall submit specifications to a State agency unless requested to do so by an employee of the State. No person or business that contracts with a State agency to write specifications for a particular procurement need shall submit a bid or proposal or receive a contract for that procurement need.

Nothing herein is intended to prohibit a vendor from bidding or offering to supply developing technology, goods or services after providing the State with a demonstration of the developing technology, goods, or services; provided the subject of the demonstration to the State represents industry trends and innovation and is not specifically designed to meet the State's needs. Nothing herein is intended to prohibit a person or business from submitting a bid or offer or entering into a contract if the person or business: (i) initiates a communication with an employee to provide general information about products, services, or industry best practices and, if applicable, that communication is documented in accordance with Section 50-39 of the Illinois Procurement Code or (ii) responds to a communication initiated by an employee of the State for the purposes of providing information to evaluate new products, trends, services, or technologies.

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

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

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

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

**A.22. MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION OR DISADVANTAGED BUSINESS ENTERPRISES AND UTILIZATION PLAN:** This solicitation may contain a goal to include businesses owned and controlled by minorities, females, and persons with disabilities or DBEs in the State’s procurement and contracting processes. If the solicitation contains a goal, then failure to submit a Utilization Plan as instructed later in this solicitation may render the Offer non-responsive. Instructions and contract goal information are included in Attachment NN.

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

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

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

Veteran Small Business Liaison: **Aundra Williams, APO**

Phone Number: **217-782-5360**

Email Address: [Aundra.Williams@illinois.gov](mailto:Aundra.Williams@illinois.gov)

Offerors who submit Offers for State contracts shall not be given a period after the Offer closing date to cure deficiencies in the Utilization Plan and the Letter of Intent, unless mandated by Federal law or regulation. 30 ILCS 575(4)(e). Businesses included in Utilization Plans as meeting Veteran Owned Small Business (VOSB) and Service Disabled Veteran Owned Small Business (SDVOSB) requirements as prime vendors or subcontractors must be certified by CMS as VOSB or SDVOSB vendors prior to the Offer closing date. Go to (<http://www2.illinois.gov/cms/business/sell2/Pages/VeteranownedBusinesses.aspx>) for complete requirements for VOSB or SDVOSB certification.

**-END OF INSTRUCTIONS-**

# STATE OF ILLINOIS SELECTION OF VENDOR

## B. SELECTION OF VENDOR

- B.1.** This solicitation is for “professional and artistic services.” Professional and artistic services means those services provided under contract to the State by a person or a business, acting as an independent contractor, qualified by education, experience, and technical ability. 30 ILCS 500/1-15.60.
- B.2.** The State may award to the most Responsive/Responsible Offeror whose Offer best meets the below criteria.
- B.3.** The State determines how well Offers meet the Responsiveness requirements. The State ranks Offers, without consideration of Price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Offerors who receive fewer than the minimum required points will not be considered for Price evaluation and award.
- B.4.** If the State does not consider the Price to be fair and reasonable and negotiations fail to meet an acceptable Price, the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State determines whether the Price is fair and reasonable by considering the Offer, including the Offeror's qualifications, the Offeror's reputation, all prices submitted, other known prices, the project budget, and other relevant factors.
- B.5.** The chart below shows the elements of Responsiveness that the State evaluates, their relative weights in point format and any minimum point requirements.
- B.5.1. The total number of points for Responsiveness is **800**. Offeror must receive a minimum of **560** points to be considered for price evaluation and award.
- B.5.2. Vendors must score at least 560 out of the 700 points for the responsiveness elements to be considered for oral presentation.

### B.5.3. RESPONSIVENESS ELEMENTS

<b><u>RESPONSIVE ELEMENTS</u></b> Vendors who do not meet mandatory requirements for this RFP, as indicated in the table below, will be determined to be non-responsive and subsequently disqualified.	RFP SECTION(S) LOCATION	MANDATORY REQUIREMENT	MAXIMUM POINTS	PROPOSAL SECTION & PAGE NUMBER
<b><u>CAPABILITY AND EXPERIENCE OF VENDOR (150 POINTS)</u></b>				
<b><u>MANDATORY REQUIREMENT:</u></b> Vendor must provide timeline with explanation in its proposal indicating how the work will proceed and anticipate major milestones to assure the Agency that the work can be completed to meet the deadlines specified in D.2 & D.3.	<b>D.2.1</b>	<b>YES</b>	<b>N/A</b>	
<b><u>MANDATORY REQUIREMENT:</u></b> Vendor must provide a minimum of two government Disparity Study samples conducted by Vendor including a detailed quality assurance plan.	<b>D.2.2</b>	<b>YES</b>	<b>N/A</b>	
<b><u>MANDATORY REQUIREMENT:</u></b> Vendor must provide a list of all challenges to government diversity programs where a Study was conducted by the Vendor.	<b>D.2.3</b>	<b>YES</b>	<b>N/A</b>	

## STATE OF ILLINOIS SELECTION OF VENDOR

Please detail in your proposal Vendor's staff and subcontractors knowledge, experience, and, qualifications to perform the work of this contract, e.g., experience in conducting work outlined in the scope (See Section D.2 and D.3) and meeting the timeline outlined from Mandatory Requirement in D.2.1.	D.4.4		150	
<b><u>TECHNICAL ABILITY AND METHODOLOGY (250 POINTS)</u></b>				
Please provide sample format of reports and reference documentation in your proposal, including deliverables, sample studies, methodology, and other items that provide insight as to how the Vendor will perform services as required (See Section D.2 & D.3).	D.4.7		150	
Please provide sample format of how you propose to document work performed with the Agency, as well as the presentation of results and conclusions derived from the scope of services. (See Section D.3.)	D.4.8		100	
<b><u>RESOURCES (250 POINTS)</u></b>				
<b><u>MANDATORY REQUIREMENT:</u></b> A minimum of one licensed attorney must be identified.	D.4.1	YES	N/A	
<b><u>MANDATORY REQUIREMENT:</u></b> A Minimum of one team member must be identified as a qualified technical subject matter expert on Disparity Study methods, data and findings.	D.4.2	YES	N/A	
<b><u>MANDATORY REQUIREMENT:</u></b> One team member with extensive Disparity Study project management experience must be identified in the staffing plan who will serve as the point of contact for the Vendor. The Project Manager shall be available to Agency for updates and reviews on Project progress.	D.4.3	YES	N/A	
Vendor must provide documentation in its proposal indicating that each member of the team has at least five years of relevant experience listed in herein. Minimum one team member with extensive data collection experience in compliance with best practices in social science research and methods. Team members familiar with and experienced in anecdotal evidence gathering, statistical analysis, and methods in disparity studies	D.4.9		100	
Provide resumes of Vendor's personnel, including all subcontractors, who will be assigned to the tasks of the contract. Each resume should be up-to-date and include the individual's full name, educational background, certificates/licenses, and years of experience and employment history (in chronological order; most recent first).	D.4.10		100	
Provide an organizational chart showing all professional and support staff to be used on a contract resulting from this RFP. Submit a staffing plan which clearly illustrates the key elements of the organizational structure proposed to accomplish the work of the contract. For those individuals not presently employed by the Vendor, submit documentation for each individual that shows his or her intent to work, background and qualifications, and the	D.4.11		50	

**STATE OF ILLINOIS  
SELECTION OF VENDOR**

hours of commitment over the contract period.				
<b><u>REFERENCES (TOTAL POINTS 50)</u></b>				
Please provide references from established private firms or government agencies, (four total; 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. <b><u>Letters of support are not considered to be references.</u></b> Please complete References form attached and include in packet 3. The Agency will contact first four references provided (if entity provides more than the minimum requested) by the vendor and will expect a timely response by each reference. For those references who do not provide a timely response (within seven business days from first contact by Agency), the Agency will assign 0 points for that reference. Accordingly, alternative references may be provided. Please mark which references are the alternatives. References submitted should be similar work to the scope of services of this solicitation.	D.4.12		50	
<b><u>RESPONSIVENESS GRAND TOTAL</u></b>			<b><u>700</u></b>	
<b>*** VENDORS MUST SCORE AT LEAST 560 OUT OF THE 700 POINTS FOR THE RESPONSIVENESS ELEMENTS TO BE CONSIDERED FOR ORAL PRESENTATIONS.</b>				
<b><u>ORAL PRESENTATION (TOTAL POINTS 100)</u></b>				
The presentation must provide a concise summary of all key elements of the Vendor's proposal including technical understanding of the work, past experience and performance, work approach, staffing, and organization structure. Individuals who are proposed for key roles in the Vendor's project organization must be present and have a substantial role in the delivery of the presentation.	D.4.13.1		50	
Understanding of contract requirements will be further evaluated based on responses given during the question and answer session.	D.4.13.2		50	
<b><u>GRAND TOTAL</u></b>			<b><u>800</u></b>	
<b>*** VENDORS MUST SCORE AT LEAST 560 OUT OF THE 800 POINTS FOR THE RESPONSIVENESS ELEMENTS TO BE CONSIDERED FOR ANY PRICE OPENING OR AWARD.</b>				

**B.6.** IDOT reserves the right to modify the scores of an offeror's technical score based on the oral presentation.

**STATE OF ILLINOIS**  
**OFFER TO THE STATE OF ILLINOIS**

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**A.** Project Title / Reference # **Disparity Study / 16-96064**

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

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

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

Yes  No

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

Yes  No  N/A

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

Yes  No  N/A

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

Yes  No

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

Yes  No

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

Yes  No  N/A

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

Yes  No  N/A

**A.8. PACKET 1 – SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK**

Yes  No

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

**A.9. PACKET 2 – PRICING**

Yes  No

**A.10. PACKET 3 – OFFER**

Yes  No

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

**A.11. PACKET 4 – FORMS A**

Yes  No

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

**A.12. PACKET 4 – FORMS B**

Yes  No

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

C.12.3 Disclosures of Lobbyists and Pending Contracts  Yes  No

**A.13. PACKET 5 – REDACTED OFFER**

Yes  No

**A.14. PACKET 6 – DBE UTILIZATION PLAN**

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

C.14.2 Disadvantaged Business Enterprises Participation and Utilization Plan  Yes  No  N/A

**A.15. PACKET 7 – VSB UTILIZATION PLAN**

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

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

**A.16. PREFERENCES**

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

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

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

Steel Products Procurement (30 ILCS 565).

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

Veterans Preference (330 ILCS 55).

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

Signature of Authorized Representative: \_\_\_\_\_

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

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

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

**STATE OF ILLINOIS**  
**SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK**

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**D. SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK**

**D.1. GOAL:**

The Illinois Department of Transportation (“Department” or “Agency”), intends to procure the services of a highly qualified firm to undertake the preparation of an availability analysis, in conjunction with a disparity study (“Study”), of disadvantaged business enterprises as defined by 49 CFR §26.5. The Agency is a code department of the state empowered by law with the duty of constructing and maintaining a comprehensive state highway system, overseeing the use of state-provided funds by local highway authorities. Additionally, the Agency procures other professional services with federal funding to support the construction program. The Agency has duties imposed by state and federal law to ensure that disadvantaged business enterprises (“DBE”) are afforded the opportunity to participate in all types of federally-assisted contracts and procurement activities.

The goal will be to obtain documents that can be used to meet two objectives. First, the Study will provide the primary basis for determining whether and to what extent the Agency’s construction contracting and design services activities not receiving federal-aid funding should be subject to a race and/or gender conscious remedial program supported by state law. Only non-construction and non-construction-related goods and services contracts with federal-aid will be included in the study. Second, the Study will provide a basis for the Agency to set the overall goal required by 49 CFR Part 26 governing the participation by disadvantaged business enterprises in the Agency’s construction and design services subject to federal-aid funding. The Vendor shall be cognizant of the distinctions between qualified disadvantaged businesses as defined by the federal regulation and minority-owned and women-owned businesses throughout the study. Ultimately, the Vendor will assist the Agency in developing a goal setting document, based on the Study, for submittal to the Federal Highway Administration (“FHWA”).

Additionally, the Agency seeks a tool that can be applied to Agency contracting areas to determine whether potential overconcentration exists in certain types of work and, if found, the development of appropriate remedial measures in accordance with 49 CFR §26.33. For determining potential overconcentration, this tool may be, but is not limited to, a contract goal setting application and tracking mechanism.

**D.2. SUPPLIES AND/OR SERVICES REQUIRED:**

This Request for Proposals (“RFP”) seeks the services of a qualified Vendor that will provide the Agency with (1) a complete, comprehensive and legally supportable availability analysis as part of a disparity Study encompassing the criteria contained in this RFP and any other criteria required by applicable law, (2) assistance with goal setting submittal documentation, and (3) an overconcentration tool.

For purposes of these objectives, the Vendor shall be guided in its work by the parameters set forth by the United States Supreme Court, Circuit Courts of Appeal, and District Courts, as well as any other decisions that bear on the rights and abilities of state governments or other public entities to implement and narrowly tailor race and/or gender conscious preference programs.

The selected Vendor shall identify and classify the types of contracts awarded and procurements made by the Agency and shall be responsible for defining, researching, compiling and analyzing all data including, but not limited to, policies, procedures and processes in the following three (3) categories:

- Highway Construction (and related services)
- Construction-related Professional Services
- Construction Support Contracts (non-construction contracts with FHWA-funding)

For informational purposes only, the following charts demonstrate the approximate number of contracts in a study year. The following chart summarizes estimated 2014 Agency contract data for Prime Contracts:

	<b>Number of Contracts</b>	<b>Dollar Value</b>	<b>Available Format</b>
Highway Construction	2800	\$2,800,000,000	Excel/Database
Construction-related Professional Services	115	\$208,057,000	Excel/Database
Construction Support Contracts	6	\$11,500,000	Excel/Database

The following chart summarizes estimated 2014 Agency contract data for Subcontracts:

	<b>Number of Contracts</b>	<b>Dollar Value</b>	<b>Available Format</b>
Highway Construction	9400	\$913,000,000	Excel/Database
Construction-related Professional Services	300	\$36,708,900	Excel/Database
Construction Support Contracts	10	\$3,500,000	Excel/Database

The selected Vendor shall design and conduct the Study through statistical and qualitative methods. The selected Vendor must use statistically valid sampling and estimating methods, as appropriate, where records may be incomplete. However, the selected Vendor is responsible to ensure the legal sufficiency of any such methods.

Overall, the Vendor, based on North American Industry Classification System (NAICS) codes, shall research and analyze the level of disadvantaged, minority-owned and women-owned business availability and utilization by category in the relevant market area with respect to each type of construction and design contract typically entered into by Agency.

The selected Vendor will conduct a Study in the areas of the Agency’s FHWA-assisted contracts, to determine:

- (a) Whether, in Agency’s market area(s), there is a disparity between the number of qualified minority-owned and women-owned construction and design services firms who are ready, willing and able to perform particular design, engineering, general contracting, subcontracting, and construction-related services relative to all businesses ready, willing and able to participate on Agency projects (hereinafter, “Agency contracts”). The number of such firms acutally engaged by the Agency directly or working on Agency contracts should be considered.

The following chart summarizes firms certified as DBEs in the Illinois Unified Certification Program, by physical address in IDOT Districts, as of November 4, 2015.

District	IL UCP Certified Firms
1	1537
2	45
3	22
4	21
5	15
6	40
7	12
8	71
9	18
Out of State	334
Total	2115

- (b) What, if any, barriers may be adversely affecting the participation of minority-owned and women-owned businesses engaged in Agency contracts as well as those of like size and experience in the relevant market area generally;

- (c) The extent to which any identified disparities in the utilization of available minority-owned and women-owned businesses is attributable to discrimination; in doing so, the Vendor will evaluate the extent to which barriers unrelated to race or gender may be adversely affecting contract participation by minority-owned or women-owned businesses;
- (d) Whether Agency has actively or passively participated in a system of racial or gender exclusion practiced by any segment of the construction and design industries;
- (e) Whether Agency has fully utilized opportunities to provide race and gender-neutral measures and, if not, whether additional race and gender-neutral measures will sufficiently remove any identified barriers to the participation of qualified minority-owned and women-owned businesses in Agency contracts;
- (f) Whether race and gender-based remedies are warranted and, if so, the type and extent of remedy needed for each separate racial or gender group, which by virtue of its gender, race or ethnicity, has been subjected to discrimination in its ability to obtain construction and design services contracts. To the extent the Vendor determines that neutral remedies alone will be insufficient to remedy fully the effects of identified discrimination, the Vendor shall propose separate race and gender conscious remedies that are narrowly tailored to address the effects of the discrimination; and,
- (g) Any other factors which should be identified and assessed to create a comprehensive and legally supportable disparity study.

The Vendor selected will include in the Study, for purposes of the overall goal setting process required by 49 CFR Part 26, an analysis of:

- a) The number of qualified disadvantaged business enterprises ready, willing and able to perform particular design, engineering, general contracting, subcontracting, and construction-related services relative to the number of all businesses ready, willing and able to participate on the Agency's United States Department of Transportation (USDOT)-assisted contracts referred to in the regulations as "Step 1";
  - D.2.A Proposal must include the methodology to determine ready, willing, and ableness to perform work or services on IDOT projects.
  - D.2.B Sample documents of the tools utilized to collect the availability data, willingness to work, and any anecdotal evidence to be used in a study, should be submitted with the proposal.
- b) What, if any, adjustment is needed to the base figure to determine, from the relative availability of disadvantaged businesses referred to in the regulations as "Step 2"; Proposal must include a comment regarding the relevancy of relative capacity.
- c) The Vendor shall determine the relevant market area(s) for measuring availability. For construction and design services contracts, the Vendor shall analyze the market area and shall report its rationale for the definition of the market area.
- d) The Vendor shall analyze other relevant published studies in the relevant market area for purposes of supporting the primary work product of the Vendor.
- e) Any other factors which should be identified and assessed for legally supporting an overall goal and development of a comprehensive goal setting document.

The Vendor shall work with an Agency team to assist with the following:

- a) The Vendor shall develop an understanding of the types of construction and design services provided on Agency's projects; the Vendor shall also develop an understanding of the necessary qualifications firms must possess to perform the different types of construction and design services.
- b) The Vendor shall develop an understanding of the laws, regulations, procedures and policies which govern the procurement of construction and design related services by the Agency.

The Vendor shall provide a statistical analysis of the utilization rates, from item (e) above, to determine whether there is a significant statistical disparity between the availability of construction and design services firms by race, gender and ethnicity and their utilization on Agency projects.

- a) The Vendor shall perform and provide regression analyses, as appropriate. For example, if the size of the firm or the qualifications of a firm or the size of a project and not the race and gender of the owner is a possible explanation for different utilization outcomes, the analysis must be controlled for those variables.
- b) In conducting its analysis, the Vendor shall factor out the impact of any goals programs on utilization rates in order to determine whether there would be any disparity attributable to discrimination if the goals were removed.

The Vendor, with input and assistance from Agency shall conduct the anecdotal study. It will be the responsibility of the Vendor to determine the number of witnesses required for the Study, prepare the questions for the witnesses, prepare any and all surveys, question the witnesses, and analyze all data and testimony received. It will be the responsibility of Agency team to secure the location(s) for the hearings, to engage in outreach efforts to identify additional witnesses, and to assist in the collection of anecdotal evidence. The Agency team and Vendor will work cooperatively to schedule the dates of the hearings, conduct outreach efforts with members of the minority, non-minority and women-owned business community and to verify any testimony received. The Study will incorporate the relevant anecdotal evidence from minority, non-minority and women-owned business owners such that the process and testimony may be considered trustworthy and fair.

- a) In collecting anecdotal information, the Vendor shall obtain information (through interviews, hearings, and surveys) from:
  - 1) Representative minority and female contractors, subcontractors, architects, engineers, Vendors (and any other appropriate sources) as to the utilization and factors affecting utilization of minority-owned and women-owned firms on private and public contracts with and without disadvantaged, minority-owned or women-owned business contracting goals;
  - 2) Current and former minority and female business owners, minority and female construction employees, government officials and others in the construction contracting and design services industries, as to any specific instances of discrimination in the various industries, which have had a discriminatory impact on the employment of minorities or women in the construction contracting and design services industries or upon minority and women-owned businesses and their development;
  - 3) Current and/or former non-minority and non-female prime contractors, subcontractors, architects, engineers, Vendors as to extent of any disparity in the use of minority-owned or women-owned businesses and the reason for these utilization levels, and;
  - 4) Prime contractors, subcontractors, suppliers, architects, engineers, Vendors, representatives of trade and professional associations, governmental agencies, construction related service

professionals such as bonding agents and lenders, and education institution officials as to the factors affecting minority-owned and women-owned firms on private and public contracts with and without minority-owned or women-owned business contracting goals.

- b) The Vendor shall analyze any available judicial or administrative data as to allegations of discrimination made against contractors, subcontractors, architects, engineers, Vendors, and local government agencies.
- c) The Vendor shall design and administer a survey of contractors, subcontractors, suppliers, and engineers (by ethnic group and gender) as to the type of work, capacity and utilization on various types of contracts, reasons for levels of utilization, identification of any instances of discrimination (past or present) and effects and sources of past or present discrimination, and interest in working on Agency construction projects and design contracts.
- d) The Vendor shall analyze and provide models of how a given category or minority group might have developed in the absence of discrimination.

In general, the Vendor shall utilize its findings from the statistical and anecdotal analyses in order to make recommendations regarding the Agency's affirmative action programs. Before recommending race or gender conscious measures, the Vendor shall first consider the effectiveness of race and gender neutral measures in eliminating all or part of the discrimination identified.

- a) The Vendor shall identify and provide an analysis of the effectiveness of any race or gender neutral programs and policies that may enhance or diminish the abilities of minority-owned and women-owned firms to compete effectively for construction and design contracts.
- b) If the discrimination cannot be fully remedied by race and/or gender-neutral programs, the Vendor shall recommend what race and/or gender based programs should be implemented, including commentary on federal and state legal restrictions. The Vendor shall identify the categories and minority groups for which there is sufficient justification to establish race or gender conscious programs. In addition to identifying the specific racial or ethnic groups that may participate in the race-based programs, the Vendor shall recommend for each market area and the region of the state the percentage participation by each of these groups and women to remedy the discrimination. All recommendations must be supported by the analysis, be narrowly tailored and must comport with current constitutional standards.
- c) Overall, the Vendor shall assist Agency in evaluating the recommendations made in the Study and in recommending revisions to existing affirmative action programs, if necessary. Such assistance will include preparation of proposed program initiatives as well as assisting with any public hearings.

**D.2.1 MANDATORY REQUIREMENT:** Vendor must provide timeline with explanation in its proposal indicating how the work will proceed and anticipate major milestones to assure the Agency that the work can be completed to meet the deadlines specified in D.2 & D.3.

**D.2.2 MANDATORY REQUIREMENT:** Vendor must provide a minimum of two government Disparity Study samples conducted by Vendor including a detailed quality assurance plan.

**D.2.3 MANDATORY REQUIREMENT:** Vendor must provide a list of all challenges to government diversity programs where a Study was conducted by the Vendor.

### **D.3. MILESTONES AND DELIVERABLES:**

The awarded Vendor will be expected to perform all tasks necessary to provide the comprehensive study as set forth in this RFP and all of the agreed upon deliverables, regardless of whether such tasks are on the list below. The awarded Vendor will be expected to perform the following tasks listed below; this list is not exhaustive.

D.3.1 The Agency will schedule a kick off meeting within 2 weeks of contract execution with Vendor's Project Manager and Agency's team. The purpose of this meeting will be to review the Vendor's plan of action, review the schedule for the Study as well as the Vendor's plan and requirements for the data collection portion of the Study and to discuss any questions or concerns the Vendor may have. Upon successful conclusion of this meeting, and the resolution of any outstanding matters following the meeting, Agency will issue to the Vendor a Notice to Proceed.

Coordination of all efforts, including meeting logistics, shall be considered the responsibility of the successful Vendor.

#### **D.3.2 Deliverables for Availability Analysis & Disparity Study**

Availability analysis, in conjunction with a disparity study of disadvantaged business enterprises as defined by 49 CFR §26.5.

The Study will provide the primary basis for determining whether and to what extent the Agency's construction contracting and design services activities not receiving federal-aid funding should be subject to a race and/or gender conscious remedial program supported by state law. Only non-construction and non-construction-related goods and services contracts with federal-aid will be included in the study.

The Study will provide a basis for the Agency to set the overall goal required by 49 CFR Part 26 governing the participation by disadvantaged business enterprises in the Agency's construction and design services subject to federal-aid funding. The Vendor shall be cognizant of the distinctions between qualified disadvantaged businesses as defined by the federal regulation and minority-owned and women-owned businesses throughout the study.

Monthly status report to include:

- Summary of workplan to complete Study
- Major elements to be included in each chapter
- Progress towards milestones
- Estimated date of draft chapter submittal to Agency for review
- Progress towards completion of draft chapter
- Progress towards completion of final report
- Question and response log after each Agency chapter review;
- Meetings with the Agency project team contact or designee at regular intervals, proposed by the selected responses, to provide status update challenges and findings;
- Preliminary reports as described in section D.3.6 under Reports;
- Final report (to include Executive Summary and PowerPoint summary).

#### **D.3.3 Deliverables for Overall DBE Goal Setting Document**

Draft goal setting document with estimated due date to the Agency by June 2017 with one month for review/revisions and final copy to Agency by July 25, 2017 unless otherwise specified by Agency.

Recommendations for race neutral and race conscious portions of the overall goal.

Elements required under 49 CFR 26.45, including but not limited to, a description of the methodology used to establish the goal, base figure and the evidence with which it was calculated, adjustments, etc. Presentation of the goal document should be professional, reader friendly, with a table of contents required.

#### D.3.4 Deliverables for Overconcentration Tool

Application for determining potential overconcentration that can be applied to Agency contracting areas to determine whether potential overconcentration exists in certain types of work and, if found, the development of appropriate remedial measures in accordance with 49 CFR §26.33. For determining potential overconcentration, this tool may be included, but is not limited to, a contract goal setting application and tracking mechanism.

#### D.3.5 Reports

The selected Vendor shall provide preliminary reports with rationale and supporting evidence inclusive of, but not limited to:

Monthly Status Reports as described in Section D.3.2

Disparity Study with availability analysis as referenced above;

Overall Goal setting report and;

- Weighted availability charts using NAICS codes in the relevant procurement areas and;
- Findings and recommendations of best practices;

Overconcentration tool

All preliminary reports must be approved by the Agency prior to submission of a Final Report.

#### D.3.6 Stakeholders Meetings

The selected Vendor may additionally be required, at no additional cost, to formally present its methodology, recommendations, answer questions, and rationale to the Agency in at least two forums that may include Agency personnel and any other parties the Agency deems necessary or advisable.

Ability to meet with stakeholder groups to explain methodology and answer questions related to Study.

### D.4. OFFEROR / STAFF SPECIFICATIONS:

A Vendor working on this contract must have personnel that has experience in conducting the scope outlined in D.2 and the ability to provide the deliverables in D.3 and submit the Acknowledgments (Attachment A) form in packet 3.

D.4.1 **MANDATORY REQUIREMENT:** A minimum of one licensed attorney must be identified.

D.4.2 **MANDATORY REQUIREMENT:** A minimum of one team member must be identified as a qualified technical Subject Matter Expert on disparity study methods, data and findings.

D.4.3 **MANDATORY REQUIREMENT:** One team member with extensive Disparity Study project management experience must be identified in the staffing plan who will serve as the point of contact for the Vendor. The Project Manager shall be available to Agency for updates and reviews on Project progress.

- Key team members may have dual roles (e.g., attorney with extensive Disparity Study experience may also be the Project Manager).

- D.4.4 Please detail in your proposal Vendor's staff and subcontractors knowledge, experience, and, qualifications to perform the work of this contract, e.g., experience in conducting work outlined in the scope (See Section D.2 and D.3) and meeting the timeline outlined from Mandatory Requirement in D.2.1.
- D.4.5 Describe in your proposal how Vendor's staff and subcontractors knowledge, experience and ability relates to the milestones and deliverables to perform the scope of services. (See Section D.3)
- D.4.6 Please detail in your proposal Vendor's qualifications to perform the work of this contract, e.g., experience in conducting work relating to scope. (See Section D.2 and D.3)
- D.4.7 Please provide sample format of reports and reference documentation in your proposal, including deliverables, sample studies, methodology, and other items that provide insight as to how the Vendor will perform services as required (See Section D.2 & D.3).
- D.4.8 Please provide sample format of how you propose to document work performed with the Agency, as well as the presentation of results and conclusions derived from the scope of services. (See Section D.3.)
- D.4.9 Vendor must provide documentation in its proposal indicating that each member of the team has at least five years of relevant experience listed in herein. Minimum one team member with extensive data collection experience in compliance with best practices in social science research and methods. Team members familiar with and experienced in anecdotal evidence gathering, statistical analysis, and methods in disparity studies.
- D.4.10 Provide resumes of Vendor's personnel, including all subcontractors, who will be assigned to the tasks of the contract. Each resume should be up-to-date and include the individual's full name, educational background, certificates/licenses, years of experience and employment history (in chronological order; most recent first).
- D.4.11 Provide an organizational chart showing all professional and support staff to be used on a contract resulting from this RFP. Submit a staffing plan which clearly illustrates the key elements of the organizational structure proposed to accomplish the work of the contract. Staffing plan must identify Vendor Project Manager who will serve as the point of contact to the Agency. For those individuals not presently employed by the Vendor, submit documentation for each individual that shows his or her intent to work, background and qualifications, and the hours of commitment over the contract period.
- D.4.12 Please provide references from established private firms or government agencies, (four total; 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. **Letters of support are not considered to be references.** Please complete References form attached and include in packet 3. The Agency will contact first four references provided (if entity provides more than the minimum requested) by the vendor and will expect a timely response by each reference. For those references who do not provide a timely response (within seven business days from first contact by Agency), the Agency will assign 0 points for that reference. References submitted should be similar work to the scope of services of this solicitation.
- D.4.13 Oral Presentations will be conducted for entities that submit responsive Proposals and meet the requirements listed in Section B of the solicitation including the 560 minimum point requirement in Section B.5.2. Vendor's who do not meet the minimum points of 560, will not qualify for the oral presentation.

These presentations shall be conducted at **IDOT's Central Office, located at 2300 South Dirksen Parkway, Springfield, IL.** The oral presentation will last no longer than 90 minutes. Each Vendor will be allowed a 45 minute presentation followed by a 45 minute question and answer session. The Vendor's presentation shall not be used to fill in missing or incomplete information in the RFP. The presentation is used solely for IDOT to seek clarification of the Vendor's proposal. **IDOT reserves the right to modify**

**the scores of an offeror's technical score based on the oral presentation. The Oral Presentation date/time is to be determined and qualifying Vendor's will be notified of the date/time in writing.**

D.4.13.1 The presentation must provide a concise summary of all key elements of the Vendor's proposal including technical understanding of the work, past experience and performance, work approach, staffing, and organization structure. Individuals who are proposed for key roles in the Vendor's project organization must be present and have a substantial role in the delivery of the presentation.

D.4.13.2 Understanding of contract requirements will be further evaluated based on responses given during the question and answer session.

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

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

[Click here to enter text.](#)

**D.7. SUBCONTRACTING**

D.7.1. Subcontractors **are** allowed. A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract. If subcontractors are to be utilized, Offeror must identify subcontractors expected to receive \$50,000 or more annually under the contract and disclose the expected amount of money each will receive in the Subcontractor Disclosure form found in Section 3 Part I.

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

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

**D.8. WHERE SERVICES ARE TO BE PERFORMED**

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

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

D.8.3. Location where services will be performed: Vendor shall disclose below 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.

\* **Location where services will be performed:** [Click here to enter text.](#)

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

\* **Location where services will be performed:** [Click here to enter text.](#)

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

\* **Location where services will be performed:** [Click here to enter text.](#)

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

\* **Location where services will be performed:** [Click here to enter text.](#)

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

**Include Part D and related attachments in Packet 1**

**STATE OF ILLINOIS**  
**PRICING**

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**SECTION 2.**

**E. PRICING**

**E.1. FORMAT OF PRICING:**

- E.1.1. Offeror shall submit pricing in the format shown below, based on the terms and conditions set forth in Section 1 of this Request for Proposal. Offeror's price Offer shall serve as the basis for the compensation terms of the resulting contract. Failure to submit pricing as shown in this section may render Offeror's entire Offer Non-Responsive and ineligible for award.
- E.1.2. Method and Rate of Compensation: Vendor must complete the following table, stating fully-loaded hourly rate to be worked by staff stated and identified in staffing plan. Titles may be changed to match staffing plan identified by Vendor in its proposal.
- E.1.3. The total cost per hour stated for each individual shall be a fully-loaded hourly rate **inclusive** of salary, benefits, insurance, overhead, equipment expense, and other associated expenses. **Travel expenses assigned by the Agency that is other than the designated work location described in section D.8.3 shall not be included in the fully loaded hourly rate.**
- E.1.4. Travel expenses are allowed and will be reimbursed as a direct expense based on actual costs. All travel must be pre-approved by OBWD Contract Administrator and follow guidelines set forth in the State of Illinois Travel Regulations for the fiscal year costs are incurred. (Reference the following site: <http://www.illinois.gov/cms/Employees/travel/Pages/default.aspx>.) Travel reimbursement only pertains to travel if assigned to another DOT location that is not the designated work location. Travel reimbursement does not include travel to and from the headquarters location.
- E.1.5. Assigned staff for each project and their background (resume) will be supplied to and are subject to approval by the Agency. No staff substitutions shall be made without written approval from the Agency prior to hours being billed.
- E.1.6. All labor for this contract will be billed using only these labor rates. The labor rate for each labor category will be applicable for the duration of the contract.
- E.1.7. The Vendor's project administration costs are not billable as separate costs. For the purposes of this contract, project administration costs are considered indirect costs (overhead). Project administration costs include, but are not limited to, labor costs of staff and/or subcontractors performing work such as work order and billing preparation, general contract discussions, general management/administrative activities and contract administration meetings between the Agency and the Vendor.
- E.1.8. Pricing shall be submitted in the following format:

\* The Vendor shall complete each labor category identifying all titles outlined in Vendor’s staffing plan and fully loaded hourly rate. The fully loaded hourly rate should not include travel expenses as outlined in E.1.3 and E.1.4. The fully loaded hourly rate will not change and will remain the same during the initial term.

LABOR CATEGORY	FULLY-LOADED HOURLY RATE
Project Manager	\$
Attorney	\$
Staff	\$

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

E.2.1. **The price is estimated based on unknown hours. The fully loaded hourly rate is fixed and will not change for the term duration.**

**E.3. EXPENSES ALLOWED:** Expenses  are allowed as follows:

E.3.1. Travel expenses are allowed on an actual costs reimbursement basis and should not be included in the loaded hourly rate. All travel will be within the State of Illinois at the discretion of OBWD Contract Administrator and must have prior written approval before any hours are billable. Reimbursement for travel expenses will be limited to those expenses provided in the State of Illinois Travel Regulations including but not limited to lodging, transportation, and daily per diem. Travel reimbursement only pertains to travel assigned by the Agency that is outside of the designated work location described in section D.8.3 and not travel to and from the headquarters location.

**E.4. DISCOUNT:** N/A.

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

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

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

E.6.2. Renewal Compensation: If the contract is renewed, the price shall be at the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section.

E.6.3. The fully loaded hourly rates below will be applicable for the duration of the renewal term. Please complete fully loaded hourly rate for the renewal term below for each Labor Category defined under the initial term.

E.6.3.1. Agency/University Formula for Determining Renewal Compensation:

<b>LABOR CATEGORY</b>	<b>FULLY-LOADED HOURLY RATE</b>
<b>Project Manager</b>	\$
<b>Attorney</b>	\$
<b>Staff</b>	\$

E.6.3.2. Offeror's Price for Renewal(s): [Click here to enter text.](#)

**Include Section 2 Part E and related attachments in Packet 2**

**STATE OF ILLINOIS**  
**STANDARD TERMS AND CONDITIONS**

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**SECTION 3.**

**F.1. TERM AND TERMINATION:**

**1.1. TERM OF THIS CONTRACT:** This contract has an initial term of upon execution and shall remain in effect until 24 months after execution date. If a start date is not identified, then the term shall commence upon the last dated signature of the Parties.

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

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

**1.2. RENEWAL:** Subject to the maximum total term identified above, the State has the option to renew for the following term(s): (1) – 24 months renewal options.

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

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

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

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

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

**1.4. TERMINATION FOR CONVENIENCE:** The State may, for its convenience and with thirty (30) days' prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

1.4.1. Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

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

**F.2. PAYMENT TERMS AND CONDITIONS:**

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

**2.2. MINORITY CONTRACTOR INITIATIVE:** Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under this contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

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

**2.4. PREVAILING WAGE:** As a condition of receiving payment Vendor must (i) be in compliance with this contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.

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

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

- 2.6.1. Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's/University's Illinois tax exemption number and Federal tax exemption information.
- 2.6.2. Vendor shall invoice at the completion of this contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to therein.

Send invoices to:

Agency:	Illinois Department of Transportation
Office:	Office of Business & Workforce Diversity
Attn:	<b>Dana Goodrum</b>
Address:	2300 Dirksen Parkway
City, State Zip	Springfield IL 62764
Email:	<a href="mailto:Dana.Goodrum@illinois.gov">Dana.Goodrum@illinois.gov</a>

- F.3. ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.
- F.4. SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
- F.5. AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under this contract or completion of the contract, and by the subcontractor(s) for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with

monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

- F.6. TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- F.7. NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- F.8. FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days after the declaration.
- F.9. CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.
- F.10. USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.
- F.11. INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements, and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent

performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

- F.12. INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in the amount of \$1,000,000 per occurrence; and (c) Worker's Compensation insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- F.13. INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.
- F.14. SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director or University's president if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- F.15. COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- F.16. BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background checks.
- F.17. APPLICABLE LAW:**
- 17.1. PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
- 17.2. EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.
- 17.3. COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.
- 17.4. OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at ([www.ilga.gov/legislation/ilcs/ilcs.asp](http://www.ilga.gov/legislation/ilcs/ilcs.asp)).
- F.18. ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest in and to the claim or cause of action.

- F.19. CONTRACTUAL AUTHORITY:** The Agency/University that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency/University, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency/University that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- F.20. NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- F.21. MODIFICATIONS AND SURVIVAL:** Amendments, modifications, and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions, and attachments shall prevail.
- F.22. PERFORMANCE RECORD/SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, whether to suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.
- F.23. FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
- F.24. SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- F.25. WARRANTIES FOR SUPPLIES AND SERVICES**
- 25.1.** Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawings, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all Federal and State laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitation, reasonable attorneys' fees and expenses arising from failure of the supplies to meet such warranties.
- 25.2.** Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied, or statutory, and shall survive the State's payment, acceptance, inspection, or failure to inspect the supplies.

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

**F.26. REPORTING, STATUS AND MONITORING SPECIFICATIONS:**

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

**26.2.** By August 31 of each year, Vendor shall report to the Agency or University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. For the purposes of this section, qualified veteran is defined in 30 ILCS 500/45-67 and ex-offender is defined in 30 ILCS 500/45-70.

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

**STATE OF ILLINOIS**  
**EXCEPTIONS TO SOLICITATION AND CONTRACT TERMS AND CONDITIONS**

**G.** [Click here to enter text.](#) agrees with the terms and conditions set forth in the State of Illinois Request for Proposal (**Reference Number: 16-96064**), including the standard terms and conditions, Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

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

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

Signed: \_\_\_\_\_

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

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

**STATE OF ILLINOIS**  
**STATE SUPPLEMENTAL PROVISIONS**

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**H.1.** State Supplemental Provisions:

- Agency/University Definitions
- Required Federal Clauses, Certifications and Assurances

**AMENDMENTS:**

This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties.

**AGENTS AND EMPLOYEES:**

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

**PUBLICITY:**

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

**CONSULTATION:**

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

**ACCOUNTING:**

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

**THIRD PARTY BENEFICIARIES:**

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

**SUCCESSORS IN INTEREST:**

All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

**VENDOR'S TERMINATION DUTIES:**

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

Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting there from, any other matters the Agency/Buyer may require;

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

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

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

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

**OVERTIME:**

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

**PURCHASE OF EQUIPMENT AND MAINTENANCE ASSURANCE:**

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

conditions as the Agency/Buyer may require. Vendor acknowledges that any equipment purchased under this provision is and shall remain the property of the Agency/Buyer.

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

If Vendor discontinues service or maintenance of equipment or software provided under this Contract, Vendor shall provide to the Agency/Buyer at no cost adequate documentation and access to specialized or proprietary tools to allow the Agency/Buyer or a subcontractor to maintain the equipment or software. This provision shall not apply if Vendor arranges for continued service and maintenance through another Vendor and at a price acceptable to the Agency/Buyer.

#### USE OF THIRD PARTIES:

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

A Vendor who obtains the Agency/Buyer's prior written consent and subsequently enters into a contract with a Third Party for performance of any of the Vendor's obligations under this Contract remains responsible for all services performed under this Contract. All restrictions, obligations and responsibilities of the Vendor under this Contract shall also apply fully and completely to subcontractors. This includes requiring all subcontractors to submit certifications and disclosures to Agency/Buyer for review and approval upon request. The Agency/Buyer shall have the right to request the removal of a subcontractor from the Contract for good cause.

#### USE OF WORK PRODUCT:

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

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

With the exception of ideas, all such work products shall be considered works made for hire within the meaning of 17 U.S.C. § 101;

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

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

Vendor shall not acquire or have any right to use, disclose or reproduce the work product or any equipment, documents, information, media, software, or know-how obtained from the State except to perform this Contract. Nothing herein shall be construed as precluding the use of any information independently acquired by Vendor without such limitation;

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

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

INCORPORATION BY REFERENCE:

The provisions, conditions, specifications and certifications contained in this Solicitation Document are, by this reference, made a part hereof.

FEDERAL FUNDING:

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

As required by OMB, the Vendor certifies that it:

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

(b) Will give the U.S. Secretary of Transportation, the Comptroller General of the United States, and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives;

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

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

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

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

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

- Institution of environmental quality control measures under the National Environmental Policy Act of 1969 and Executive Order 11514;
- Notification of violating facilities pursuant to Executive Order 11738;
- Protection of wetlands pursuant to Executive Order 11990;
- Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
- Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451 *et seq.*;
- Conformity of federal Actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended, 42 U.S.C. 7401 *et seq.*;
- Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended;
- Protection of endangered species under the Endangered Species Act of 1973, as amended;
- The Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271 *et seq.*, which relates to protecting components or potential components of the national wild scenic rivers system.

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

- Title II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, which provides for fair and equitable treatment of persons displaced whose property is acquired as a result of federal or federally-assisted programs;
- The Hatch Act, 5 U.S.C. 1501-1508 and 7324-7328, which limits the political activities of employees whose principal employment activities are funded in whole or in part with federal funds;
- The Flood Disaster Protection Act of 1973, which requires the purchase of flood insurance in certain instances;
- Section 106 of the National Historic Preservation Act of 1966, as amended, 16 U.S.C. 470;
- Executive Order 11593, which relates to identification and protection of historic properties;
- The Archaeological and Historic Preservation Act of 1974, 16 U.S.C. 469a-1 *et seq.*;
- The Laboratory Animal Welfare Act of 1966, as amended, 7 U.S.C. 2131 *et seq.*, which relates to the care, handling, and treatment of warm-blooded animals

held for research, teaching, or other activities supported by a federal award of assistance;

- The Lead-Based Paint Poisoning Prevention Act, 42 U.S.C. 4801 *et seq.*, which relates to prohibiting the use of lead-based paint in construction or rehabilitation of residence structures;
- The Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

CERTIFICATION REGARDING LOBBYING:

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

(a) No federal appropriated funds have been or will be paid by or on behalf of the Vendor to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress regarding the award of federal assistance, or the extension, continuation, renewal, amendment, or modification of any federal assistance agreement; and (b) If any funds other than federal appropriated funds have been or will be paid to any person to influence or attempt to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any application for federal assistance, the Vendor assures that it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," including information required by the instructions accompanying the form, which form may be amended to omit such information as authorized by 31 U.S.C. 1352. (c) The language of this certification shall be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements).

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

CONTROL OF PROPERTY:

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

COST PRINCIPLES:

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

DAVIS-BACON ACT:

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

DEBARMENT:

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

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

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

of changed circumstances. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this Section shall have the meaning set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549.

The Vendor agrees that it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized, in writing, by the Agency/Buyer. The Vendor agrees that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” provided by the Agency/Buyer, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. The Vendor may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless Vendor knows the certification is erroneous. Vendor may decide the method and frequency by which it determines the eligibility of its principals. Each Vendor may, but is not required to, check the Non-procurement List. If a Vendor knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation, in addition to other remedies available to the federal government, the Agency/Buyer may terminate this Contract for cause or default.

Nothing contained in this section shall be construed to require establishment of a system of records in order to render in good faith the certification required by this section. The knowledge and information of a Vendor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**DISADVANTAGED BUSINESS ENTERPRISE ASSURANCE:**

The Vendor and its subcontractors shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Vendor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. 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/Buyer deems appropriate.

**DRUG FREE WORKPLACE:**

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

### INTELLIGENT TRANSPORTATION SYSTEMS PROGRAM:

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

(a) In accordance with Section 5206(e) of TEA-21, 23 U.S.C. 502 note, the Vendor assures it will comply with all applicable requirements of Section V (Regional ITS Architecture and Section VI (Project Implementation) of FTA Notice, "FTA National ITS Architecture Policy on Transit Projects," at 66 *Fed. Reg.* 1455 *et seq.*, January 8, 2001, and other FTA requirements that may be issued in connection with any ITS project it undertakes financed with Highway Trust Funds (including funds from the mass transit account) or funds made available for the Intelligent Transportation Systems Program authorized by TEA-21, title V, subtitle C, 23 U.S.C. 502 note.(b) With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or TEA-21, title V, subtitle C, 23 U.S.C. 502 note, the Vendor assures that is will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

### NONDISCRIMINATION ASSURANCE:

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

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

(a) Each project will be conducted, property acquisitions will be undertaken, and project facilities will be operated in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR Part 21, and understands that this assurance extends to its entire facility and to facilities operated in connection with the project.(b) It will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the

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

**NONDISCRIMINATION ON THE BASIS OF DISABILITY:**

As required by U.S. DOT regulations, "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance," at 49 CFR 27.9, the Vendor assures that, as a condition to the approval or extension of any Federal assistance awarded by FTA to construct any facility, obtain any rolling stock or other equipment, undertake studies, conduct research, or to participate in or obtain any benefit from any program administered by FTA, no otherwise qualified person with a disability shall be, solely by reason of that disability, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any program or activity receiving or benefiting from Federal assistance administered by the FTA or any entity within U.S. DOT. The Vendor assures that project implementation and operations so assisted will comply with all applicable requirements of U.S. DOT regulations implementing the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, *et seq.*, and the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. 12101 *et seq.*, and implementing U.S. DOT regulations at 49 CFR parts 27, 37, and 38, and any applicable regulations and directives issued by other Federal Agency/Buyers or agencies.

**PROCUREMENT COMPLIANCE CERTIFICATION:**

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

STANDARD ASSURANCES:

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

FALSE OR FRAUDULENT STATEMENTS OR CLAIMS:

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

CHANGED CONDITIONS AFFECTING PERFORMANCE:

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

THIRD PARTY DISPUTES OR BREACHES:

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

FLY AMERICA:

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

CLEAN AIR:

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

CLEAN WATER:

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

NON-WAIVER:

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

ENERGY CONSERVATION:

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

ELIGIBILITY FOR EMPLOYMENT IN THE UNITED STATES:

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

BUY AMERICAN ACT:

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

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

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

## STATE OF ILLINOIS SUBCONTRACTOR DISCLOSURE

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**I.1.** Will subcontractors be utilized?  Yes  No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

**I.2.** The maximum percentage of the goods or services that are the subject of this Offer and the resulting contract that may be subcontracted is **70%**.

**I.3.** Please identify below subcontracts with an annual value of \$50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

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

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

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

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

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

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

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

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

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

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

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

## STATE OF ILLINOIS REFERENCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

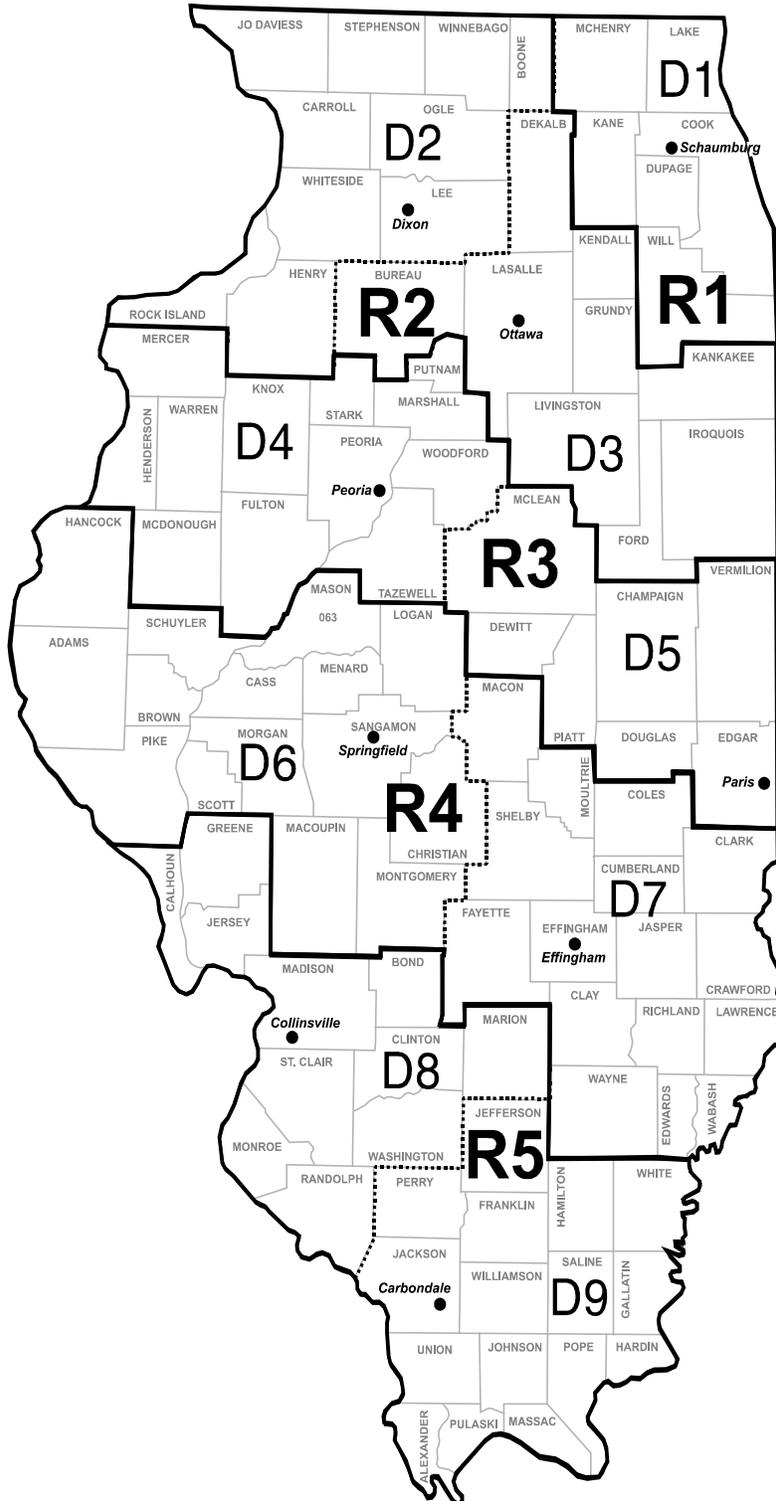
Type of Supplies/Services Provided: [Click here to enter text.](#)

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

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

# Exhibit 1

## Illinois Department of Transportation Districts & Regions Map



## ATTACHMENT A - ACKNOWLEDGEMENTS

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

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

5) Security Regulations (Vendor Acknowledgement Required)

- a) Candidates shall individually agree to be bound by Agency regulations, policies and standards concerning confidentiality.

**Vendor Acknowledgement (initials)** \_\_\_\_\_

6) Ownership of Information and Data (Vendor Acknowledgement Required)

- a) The AGENCY shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived and by the VENDOR/consultant.

**Vendor Acknowledgement (initials)** \_\_\_\_\_

- b) The VENDOR and consultant(s) must agree to deliver to the Agency, upon request and without limitation, originals of all interim and/or final work products.

**Vendor Acknowledgement (initials)** \_\_\_\_\_

- c) All files containing any AGENCY information are the sole and exclusive property of the AGENCY. The VENDOR and consultant(s) agree not to use information obtained for any purposes not directly related to the contract.

**Vendor Acknowledgement (initials)** \_\_\_\_\_

- d) VENDOR and consultant(s) must agree to abide by all Agency confidentiality requirements.

**Vendor Acknowledgement (initials)** \_\_\_\_\_

7) Reporting, Status and Monitoring (Vendor Acknowledgement Required)

- a) The VENDOR and the AGENCY will work together to monitor performance during the contract.

**Vendor Acknowledgement (initials)** \_\_\_\_\_

- b) Vendor shall cooperate with the State in this monitoring activity, which may require that Vendor report progress and problems (with proposed resolutions), provide records of its performance, participate in scheduled meetings and provide management reports as requested by the State. No such monitoring services, as indicated herein, shall be billed to the Agency.

**Vendor Acknowledgement (initials)** \_\_\_\_\_

**Vendor's Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**STATE OF ILLINOIS**  
**DISADVANTAGED BUSINESS ENTERPRISES PARTICIPATION**  
**AND UTILIZATION PLAN**

**ATTACHMENT NN**

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For more information on IDOT's DBE program, contact: Office of Business & Workforce Diversity, Bureau of Small Business Enterprises at 217-782-5490.

**Contract Goal to be Achieved by the Vendor:** This solicitation includes a specific **DBE** utilization goal of **20 %** based on the availability of certified vendors to perform or provide the anticipated services and/or supplies required by this solicitation. In addition to the other award criteria established for this solicitation, 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 to 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 DBEs to meet the contract goal. The Utilization Plan must demonstrate that the Vendor will either: (1) met the entire contract goal; (2) made good faith efforts towards meeting the entire goal; or (3) made good faith efforts towards meeting a portion of the goal.

- 1.** At the time of proposal submission, the DBE must meet the eligibility requirements and be fully certified as a DBE in Illinois. Visit (<http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>) for the Illinois Unified Certification Program (IL-UCP) Directory and to apply for certification as a DBE from any of the participating IL-UCP certifying agencies. The Vendor shall submit a Utilization Plan on completed Department forms. **The final Utilization Plan must be submitted prior to final selection.** **Failure to complete a Utilization Plan and/or provide Good Faith Effort Documentation may render the bid or offer non-responsive.**
  
- 2.** If applicable, the Utilization 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 DBE 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 DBE's own forces and under its supervision; and the commitment of management, supervisory personnel and operative personnel employed by the DBE to be dedicated to the performance of the contract. Each joint venture partner must execute the proposal to the Agency.
  
- 3.** An agreement between a Vendor and a DBE in which the DBE 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 DBE. Failure to cooperate may render the proposal non-responsive. The contract will not be finally awarded until the Vendor's Utilization Plan is approved.

**4. Vendor Assurance:** The Vendor makes the following assurance and this assurance must be included in each subcontract that the Vendor signs with a subcontractor or supplier. The Vendor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Vendor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate, which may include, but is not limited to:

- (a) Withholding payments;
- (b) Assessing sanctions;
- (c) Liquidated damages; and/or
- (d) Disqualifying the Vendor from future contracting as non-responsible.

**5. Calculating DBE Participation:** The Utilization Plan documents represent work anticipated to be performed by all DBEs and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies.

- 5.1. The value of the work actually performed by the DBE's forces shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the DBE's forces, including supplies purchased or equipment leased by the DBE shall be counted, except supplies purchased and equipment rented from the Vendor.
- 5.1. Count the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consultant, or managerial services, or for providing bonds or insurance specifically required for the performance of a DOT-assisted contract, toward DBE goals, provided IDOT determines the fee to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 5.2. 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 DBE performs with its forces toward the goal. A joint venture shall also count the dollar value of work subcontracted to other DBEs. Work performed by the forces of a non-DBE joint venture partner shall not be counted toward the goal.
- 5.3. When a DBE 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 DBE's subcontractor is a DBE. Work that a DBE subcontracts to a non-DBE will not count towards the goal.
- 5.4. A Vendor shall count towards the goal 60 percent of its expenditures for materials and supplies required under the contract and obtained from a DBE manufacturer, regular dealer or supplier.
- 5.5. A Vendor shall count towards the goal only expenditures to DBEs that perform a commercially useful function in the work of the contract as defined in 49 CFR 26.55(c).
  - 5.5.1. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE 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.

5.5.2. A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the Agency shall examine similar transactions, particularly those in which DBEs do not participate.

5.6. 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.

6. Good Faith Effort Procedures: If the Vendor cannot meet the goal, the Vendor must document in the Utilization Plan its good faith efforts that could reasonably have been expected to meet the goal. Vendors must submit utilization forms that meet or exceed the published goal or submit utilization forms that describe a percentage participation that is less than the goal and submit documentation regarding good faith efforts at the time of proposal submission. The Agency will consider the quality, quantity, and intensity of the Vendor's efforts. Mere *pro forma* efforts, in other words, efforts done as a matter of form, are not good faith efforts; rather, the Vendor is expected to have taken genuine efforts that would be reasonably expected of a Vendor actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

6.1. 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. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of the Agency may be relevant in appropriate cases, and will be considered by the Agency

6.1.1. 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 DBEs are interested by taking appropriate steps to follow up initial solicitations and encourage them to bid or submit offers. 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.

6.1.2. Selecting portions of the work to be performed by certified vendors in order to increase the likelihood that the DBE 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.

6.1.3. Making a portion of the work available to DBEs and selecting those portions of the work or material needs consistent with their availability, so as to facilitate DBE participation.

6.1.4. Negotiating in good faith with interested DBEs. It is the Vendor's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information

provided regarding the plans, specifications, and requirements for the work selected for subcontracting and evidence as to why additional agreements could not be reached for DBEs to perform the work. A Vendor using good business judgment will consider a number of factors in negotiating with DBEs and will take a firm's price and capabilities as well as contract goals into consideration. The fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Vendor's failure to meet the DBE goal, as long as such costs are reasonable. Also the ability or desire of a Vendor to perform the work of a contract with its own organization does not relieve the vendor of the responsibility to make good faith efforts. Vendors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was elected over a DBE for work on the contract.

- 6.1.5. Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The DBE's memberships in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the Vendor's efforts to meet the goal.
  - 6.1.6. Making efforts to assist interested DBEs in obtaining bonding, lines of credit or insurance as required by the Agency, the Vendor or to perform the scope of work.
  - 6.1.7. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - 6.1.8. Effectively using the services of available minority/women community organizations; minority/women vendors' groups; local, state, and federal minority/women business assistance offices; including IDOT's supportive services vendors; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- 6.2. 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.
  - 6.3. 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.
  - 6.4. If the Agency determines that good faith efforts have not been made, it will notify the Vendor in writing that the proposal is not responsive. The notification shall include a statement of reasons for the determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Agency, the vendor will be notified and will be allowed no more than a five calendar day period in order to cure the deficiency.
    - 6.4.1. The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Illinois Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217) 785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation and/or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the offer or proposal. The request will be forwarded to the Department's Reconsideration

Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

7. 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 Utilization Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements becomes part of the contract. If the Vendor did not succeed in obtaining enough DBE 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 DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal. All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the DBE Participation Commitment Statement.

7.1. No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.

7.2. The Vendor may not make changes to its contractual DBE commitments or substitute DBEs without the prior written approval of the Agency. Unauthorized changes or substitutions, including performing the work designated for a DBE 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 DBE to resolve the problem. Where there has been a mistake or disagreement about the scope of work, the DBE can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work.

7.3. Substitutions of a DBE shall be permitted under the following circumstances:

7.3.1. Unavailability after receipt of reasonable notice to proceed;

7.3.2. Failure of performance;

7.3.3. Financial incapacity;

7.3.4. Refusal by the DBE to honor the bid or proposal price or scope;

7.3.5. Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;

7.3.6. Failure of the DBE to meet insurance, licensing or bonding requirements;

7.3.7. The DBE's withdrawal of its bid or proposal; or

#### 7.3.8. Decertification of the DBE.

- 7.4. If it becomes necessary to substitute a DBE or otherwise change the Utilization Plan, the Vendor must first give notice in writing to the DBE subcontractor with a copy to the Agency. The request must state specific reasons for the substitution or change. The Vendor must give the DBE five days to respond to the prime contractor's notice and advise the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Agency should not approve the contractor's action. 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.
- 7.5. 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 DBE. Documentation of a replacement vendor, or of good faith efforts to replace the DBE, 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-DBE.
- 7.6. 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 DBEs have a fair opportunity to bid on the new scope of work.
- 7.7. 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.
- 7.8. The Vendor shall maintain a record of all relevant data with respect to the utilization of DBEs, 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 DBE and final payment to the DBE 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 DBE under the contract.
- 7.9. 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 DBEs, 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.
- 7.10. 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.

## 7.11. UTILIZATION PLAN

The Utilization Plan consists of two parts. Part I, Utilization Plan Commitment Statement, must be submitted with the offer packet. Part II, Utilization of DBEs and Letter(s) of Intent for each DBE must be submitted prior to final selection.

### 7.11.1. Part I – Utilization Commitment Statement

[Click here to enter text.](#) submits the following Utilization Plan as part of our proposal in accordance with the requirements of the Disadvantaged Business Enterprises Participation section of the solicitation for [Click here to enter text.](#), Illinois Procurement Bulletin Reference Number [Click here to enter text.](#). 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.

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

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

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

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

We submit one (1) of the following statements:

- We are a DBE and plan to fully meet the DBE contract goal through self-performance.
- We attach Part I to demonstrate our Plan fully meets the DBE contract goal of [Click here to enter text.](#) % through subcontracting.

### 7.11.2. Part II - Utilization of DBEs and Letter(s) of Intent

Please submit a separate Part I for **each** proposed DBE. To achieve the DBE contract goal through subcontracting, the following is proposed:

7.11.2.1. The DBE's company name, address and phone number:

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

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

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

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

Certified as a DBE with one of the Illinois Unified Certification Program agencies (IDOT, Pace, Metra, Chicago Transit Authority, or City of Chicago). The certifying agency shall be entered below:

[Click here to enter text.](#)

7.11.2.2. A detailed description of the commercially useful work to be done by this DBE and its relevant NAICS codes are as follows:

[Click here to enter text.](#)

7.11.2.3. The total estimated cost to the State for this contract is \$[Click here to enter text.](#). The portion of the contract which will be subcontracted to this DBE is \$[Click here to enter text.](#) or \_\_\_\_\_[Click here to enter text.](#)% of the total cost of the contract.

7.11.2.4. Check one of the following:

A notarized signed letter of intent between [Click here to enter text.](#) and [Click here to enter text.](#) detailing the work to be performed by the DBE and the agreed upon rates or prices, conforming to the Utilization Plan is included.

A joint venture agreement between [Click here to enter text.](#) and [Click here to enter text.](#) is included in lieu of the letter of intent.

7.11.2.5. The Vendor has not prohibited or otherwise limited \_\_\_[Click here to enter text.](#) from providing subcontractor quotes to other potential bidders/vendors.

7.11.3. Demonstration of Good Faith Efforts to Achieve DBE contract goal.

If the DBE participation goal was not achieved, the documented Good Faith Efforts must be submitted prior to final selection (or as otherwise specified by IDOT). **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 IDOT's sole discretion.**

7.11.4. If it is determined that the apparent successful Vendor has failed to meet the requirements of Sec. 7, the Vendor may request administrative reconsideration within the five working days after receipt of the notification of the determination pursuant to Sec. 7.17.

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

Instructions: The responsive Vendor is required to submit this signed and notarized Letter of Intent from each DBE 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 DBE. 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 DBEs are permitted only after award of the contract and only with prior written approval of the Agency under the terms of Sec. 7.4. A request for changes to the Utilization Plan must be submitted for all levels of subcontracting. LOIs must be submitted for all additions of DBEs to the Utilization Plan prior to the start of work.

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

Project/Solicitation Number: [Click here to enter text.](#)

Name of Prime Vendor: [Click here to enter text.](#)

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

City, State and Zip: [Click here to enter text.](#)

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

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

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

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

City, State and Zip: [Click here to enter text.](#)

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

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

Type of agreement:  Services  Supplies  Both Supplies /Services

Type of payment:  Lump Sum [Click here to enter text.](#)

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

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

Period of Performance: [Click here to enter text.](#)

Proposed Subcontract Amount \$[Click here to enter text.](#) or Proposed % of Contract [Click here to enter text.](#)

Description of work to be performed by DBE:

[Click here to enter text.](#)

List the governmental agency or private organization with whom the DBE is currently certified as a Disadvantaged, minority, or woman business enterprise:

[Click here to enter text.](#)

The prime vendor and the DBE 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 DBE will perform the scope of work for the price as indicated above.

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

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

[Click here to enter text.](#)

[Click here to enter text.](#)

**Signature** of Prime Vendor agent

**Signature** of DBE

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

Subscribed and sworn before me this

Subscribed and sworn before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Notary Public

Notary Public

My Commission expires: \_\_\_\_\_

My Commission expires: \_\_\_\_\_

## REQUIRED FOR ALL PROJECTS

Does this project receive Federal funds?  Yes  No

Amount of Federal funds: \_\_\_\_\_

Federal Project Number: \_\_\_\_\_

Name of Project: \_\_\_\_\_

CFDA Number\*, Federal Agency, Program Title: \_\_\_\_\_

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

## ANNUAL CERTIFICATION FOR COMPLIANCE WITH FEDERAL OMB-CIRCULAR

### NOTICE

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

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

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

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

1. If your agency expended \$750,000 (or the current 2 CFR Part 200 qualifying amount) or more in federal awards from all sources, including other agencies, in a year, you are required to have a single audit performed

in accordance with 2 CFR Part 200 and submit a copy of the report to the department within the earlier of 30 days after completion of the single audit or no more than nine months after the end of your fiscal year end.

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

2. If your agency did not expend \$750,000 (or the current 2 CFR Part 200 qualifying amount) or more in federal awards from all sources, including other agencies, in any fiscal year for which you expended funds for project costs and were not required to conduct a single audit, you must complete and return the certification statement.

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

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

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

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

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

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

Additional information which should be submitted:

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

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

**NOTICE**

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

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

**Single Audit Not Required**

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

**Subrecipient Contact Information**

Subrecipient: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ Phone No. \_\_\_\_\_

\_\_\_\_\_  
Fax No. \_\_\_\_\_

Fiscal Year End: \_\_\_\_\_

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