
STATE OF ILLINOIS



Illinois Department of Transportation

REQUEST FOR PROPOSALS

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

1. INTRODUCTION

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

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

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

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

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

1.3 SUMMARY OF SERVICES REQUIRED:

Brief Description: The Department seeks the assistance of a Vendor to disseminate information about improving walkability and bikeability, particularly pedestrian and bicycle safety and accessibility for people with disabilities, in a variety of environments in northeastern Illinois. This will be accomplished through education and community involvement via eight to ten half-day workshops to be conducted within a 5-day timeframe.

- 1.4 REJECTION OF OFFERS:** The Department reserves the right to reject all Offers submitted for this Request for Proposals, and either cancel the procurement entirely or re-issue the RFP in a revised format.

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2. DEFINITIONS

Whenever used in this RFP, Contract, or amendment, including schedules and exhibits to this RFP or Contract, the following terms will have the meanings defined below. Any objections or questions regarding the definitions should be raised with the Department during the RFP process.

- 2.1 Acceptance:** the point in time when the product or equipment has been fully installed and operates in compliance with the Department's order and the Contract, or the Department otherwise indicates acceptance in writing.
- 2.2 Affiliates:** any person, firm, corporation (including, without limitation, service corporation and professional corporation), partnership (including, without limitation, general partnership, limited partnership and limited liability partnership), limited liability company, joint venture, business trust, association or other entity that now or in the future directly or indirectly controls, is controlled by, or is under common control with Vendor.
- 2.3 Department:** the Illinois Department of Transportation, responsible for entering into the Contract, monitoring performance, receiving the benefits derived from the Contract and making payments under the Contract.
- 2.4 Change of Control:** any transaction or combination of transactions as a result of which (a) ownership of a vendor changes, (b) the sale or transfer of fifty percent (50%) or more of the beneficial ownership occurs or, (c) the divestiture, in whole or in part, of the business unit or division of a party that is obligated to produce the products and services occurs.
- 2.5 CMS:** the State of Illinois Department of Central Management Services and any successor organizations.
- 2.6 Code:** the Illinois Procurement Code, 30 ILCS 500/1-5 et seq. Unofficial versions of the Code and Standard Procurement Rules (44 Ill. Adm. Code 1), which are applicable to this procurement, may be viewed at <http://www.purchase.state.il.us/>.
- 2.7 Contract:** the "Contract for Services" included with the Department's Request for Proposals.
- 2.8 Confidential Information:** any material, data, or information disclosed by either Party to the other that, pursuant to agreement of the parties or the Department's grant of a proper request for confidentiality, is not generally known by or disclosed to the public or to Third Parties including, without limitation: (a) all materials, know-how, processes, trade secrets, manuals, confidential reports, services rendered by Department, financial, technical and operational information, and other matters relating to the operation of a Party's business; (b) all information and materials relating to Third Party vendors of Department that have provided any part of Department's information or communications infrastructure to Department; (c) software; and (d) any other information that the Parties agree should be kept confidential. See also subsection 7.2.7 of Section 7 of this RFP, "Public Records and Requests for Confidential Treatment."
- 2.9 Filing:** where applicable, an instrument or document submitted to a regulatory body for review and approval to allow the Vendor(s) to make the Services contained therein available for consumption.
- 2.10 ILCS:** Illinois Compiled Statutes. An unofficial version of the ILCS can be viewed at <http://www.legis.state.il.us/legislation/ilcs/ilcs.asp>.
- 2.11 Offer:** the Offer consists of the Technical Proposal, Price Proposal, and all required forms and certifications—completed, signed, and returned by the Vendor.

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- 2.12 Offer Firm Time:** Offers shall remain firm and unaltered after opening for the number of days shown. An Offer may be accepted, subject to successful contract negotiations, at any time during the Offer Firm Time.
- 2.13 Order:** any written request from CMS or an Department for services and/or products and/or equipment pursuant to this Contract.
- 2.14 Parties:** the State of Illinois and the Vendor.
- 2.15 Performance Guarantee:** the Vendor's commitment to place some or all of its fee at risk contingent upon the Department's satisfaction with the work to be performed.
- 2.16 Professional & Artistic Services:** those services provided under contract to a State Agency by a person or business, acting as an independent contractor, qualified by education, experience and technical ability including, without limitation, installation, implementation, integration, custom programming, conversion, training, consulting and any other similar services that may be provided by Vendor(s) independently or in conjunction with a Third Party hereunder.
- 2.17 RFP/RFP P&A:** the Department's Request for Proposals (Professional & Artistic Services, if applicable).
- 2.18 Responses:** when used in association with the term "RFP" refer to the Vendor's(s') replies, clarifications, revisions, and additions to the Department's Request for Proposals.
- 2.19 Security:** the Vendor may be required to provide Offer security (e.g., bond, cashier's check, money order or irrevocable letter of credit) with the Offer and performance security within ten (10) days of acceptance of the Offer unless a different time is specified herein. Security shall be in the form of a bond unless otherwise agreed. In the event a bond is used, a surety licensed to do business in Illinois must issue the bond on a form acceptable to the Department. The security shall be forfeited if the selected Vendor withdraws its Offer before the expiration of the Offer Firm Time or after the Department issues a Notice of Intent to Award, does not honor the terms in its Offer, or does not negotiate contract terms in good faith. Security submitted by Vendors will be returned when the Offers expire, are rejected, or the Department enters into a contract with the successful Vendor, whichever is earliest.
- 2.20 State:** the State of Illinois, as represented through any agency, department, board, or commission.
- 2.21 State Facility:** any facility, site or location owned, managed, controlled or operated by the State.
- 2.22 State Liaison:** when applicable, the CMS employee who shall act as a centralized liaison between Vendor(s) and Department with respect to all matters relating to the administration of this Contract.
- 2.23 Third Party:** any entity other than the Department, Vendor(s), or any of their respective Affiliates.

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3. KEY INFORMATION ABOUT THIS RFP

3.1 REFERENCE NUMBER: DOT06-OPP-02

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

Kenneth W. Martin
Illinois Department of Transportation
Bureau of Business Services
2300 South Dirksen Parkway, Room 302
Springfield, IL 62764
Telephone: 217/782-4111
TDD : 217/524-4875
Fax: 217/782-3409
E-mail: martinkw@dot.il.gov

Contact with the Department

From the date of issuance for this Request for Proposal, and until the official award is made, the firm **MUST NOT** make available to, or discuss its proposal or any parts thereof, with any Department employee unless authorized by the Illinois Department of Transportation RFP Contact, named above. Contact with any Department employee or representative throughout the RFP process, unless approved by the Department's authorized agent, is prohibited. Unsolicited contact may be grounds for disqualification.

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

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

Issue RFP	Thursday, June 30, 2005
Due Date and Time for Offers	Wednesday, July 27, 2005 at 1:00 p.m., local time
Opening Date and Time	Wednesday, July 27, 2005 at 1:00 p.m., local time
Anticipated Announcement of Successful Vendor	September 1, 2005

3.5 VENDOR CONFERENCE: Not Applicable.

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

Electronic Format Requested: Yes No

Type of format requested:

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3.7 SUBMIT OFFERS TO:

Illinois Department of Transportation
Attn.: John T. Werthwein
Bureau of Business Services
2300 South Dirksen Parkway, Room 302
Springfield, Illinois 62764

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

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

Illinois Department of Transportation
Bureau of Business Services
2300 South Dirksen Parkway, Room 302
Springfield, Illinois 62764

- 3.9 BID BONDS OR OTHER SECURITY:** Yes No If "Yes" is marked the VENDOR must submit with this Offer a bid bond in the form of a cashiers check in the amount of \$500 (five hundred dollars), and made payable to Treasurer, State of Illinois. **The Bid Bond check must state the name of the remitter.** Failure to submit the required bond will result in rejection of your Offer. If the Department accepts your Offer and you refuse to execute the Contract, you will forfeit this bond to the Department. Otherwise, bonds will be returned to the successful and unsuccessful bidders upon award of Contract.

PERFORMANCE BOND: Yes No If "Yes" is marked, the VENDOR shall provide a Performance and Payments Bond in form and content satisfactory to the DEPARTMENT **prior** to performing any work pursuant to this CONTRACT. The Bond shall cover _____ percent (%) of the cost of the work. [If the CONTRACT is related to Public Works and "open-ended" regarding quantity of work, all individual work orders having a total cost of \$5,000 or greater will require a Bond for the above stated percentage amount.]

3.10 OFFER FIRM TIME:

90 Days from Opening

3.11 PROTEST REVIEW OFFICE:

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

- 3.12 SMALL BUSINESS SET-ASIDE:** Yes No. If "Yes" is marked this procurement has been set-aside for award to small businesses in Illinois (30 ILCS 500/45-45). A small business (including affiliates) has annual sales for its most recently completed fiscal year less than (1) \$10,000,000 for a wholesaler; (2) \$6,000,000 for a retailer or business selling services; (3) \$10,000,000 for a construction business; and (4) must have less than 250 employees if a

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manufacturer. For complete requirements, contact the CMS Small Business Specialist at 217-782-4705, TDD 800-526-0844.

4. SERVICES REQUIRED FROM THE VENDOR

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

4.1 Need For Services

Improving the walkability and bikeability of communities in northeastern Illinois is essential to the efficient functioning of the region's transportation system. Walkable and bikeable communities are required to facilitate access to public transit services and facilities, maintain access to services and facilities for people with disabilities, and to allow access to facilities like schools, parks, and senior centers by people who cannot or choose not to drive. Improving the safety of pedestrian and bicycle travel is required.

Recent improvements in the knowledge base of how to improve walkability and bikeability have been substantial. Some of this knowledge has been applied to recent regulations. To improve walkability and bikeability in northeastern Illinois communities, and to reduce injuries and fatalities, disseminating this information is required.

One particular area of concern for transportation planning in northeastern Illinois is the Palatine-Willow Corridor. The region has selected this corridor as a focal point to study improvements to multi-modal transportation. The corridor includes a mix of land uses conducive to improving non-motorized transportation, but facilities are often not suitable for such transportation. Community concern about pedestrian and bicycle safety, particularly for travel to schools and parks, has been repeatedly expressed through political leadership and community activism. At the same time, the corridor is vital to the vehicular transportation system, so finding solutions to problems with walkability and bikeability while maintaining vehicular transportation is important. Thus, special attention to the corridor is warranted in disseminating information about improving walkability.

A community-based "walkable community workshop" format has been selected as the most appropriate mechanism to disseminate information on strategies to improve non-motorized transportation in communities. The workshops provide four basic elements for each site community. First, a technical session in a meeting room provides site information and a review of design guidance and practices. Second, a site visit allows the technical information to be demonstrated quickly in the real world. Third, a planning session back at the meeting room allows the community to demonstrate the prioritization of suggested improvements. Fourth, a post-workshop report allows the community to review workshop material and disseminate information further; the report will include general information about improving walkability and bikeability as well as the results of the site visit and the development of the proposed action plan.

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4.2. Goals and Objectives

The primary goal in this project is to disseminate information about improving walkability and bikeability, particularly pedestrian and bicycle safety and accessibility for people with disabilities, in a variety of environments in northeastern Illinois, with a focus on the north and northwest suburban Palatine-Willow Corridor. Information so provided must be referenced to authoritative sources (e.g., AASHTO, U.S. government agencies, state agencies), or documented research. The project will demonstrate applicability of this information with real-world site visits. The project will also develop proposed action plans for workshop sites. The project will facilitate community involvement, particularly among community leaders, and will include tools for local contacts to use to assure such involvement. Reports to the communities hosting the workshops will be prepared. It is anticipated that eight to ten half-day workshops will be conducted within a 5-day timeframe.

4.3. Services Required

4.3.1. Schedule of tasks

The proposal should be organized around a detailed schedule of tasks. This schedule should include a timetable of specific milestones for selecting community sites, facilitating community involvement, preparing written workshop material and presentations, planning the workshops, executing the workshops, and preparing post-workshop reports.

4.3.2. Assist in Workshop Site Selection and Data Collection

Communities and venues must be selected for the workshops. While some communities in the Palatine-Willow Corridor have expressed an interest in the workshops, their venues have not been determined. Guidelines are required for the selection of the venue and the accompanying field site to visit. Guidelines are also required for any traffic data and environmental information for the site. In addition, assistance in the selection of communities for the workshop is required, including developing outreach materials to recruit communities. The consultant will provide timely advice regarding requirements for the room, audio-visual, power, maps, times, etc.

4.3.3. Assistance in Facilitating Community Involvement

The Vendor will advise and provide materials for soliciting community involvement. Information will be provided regarding who should attend, draft invitations, timing of invitations, etc. Strategies for assuring that community leaders are present will be addressed by the consultant.

4.3.4. Prepare Materials for Workshops

The Vendor will present detailed information regarding strategies to improve community walkability and bikeability at the workshop. Preparation of this material will be coordinated with project staff. Material will be clearly referenced to authoritative documents or current research. Material provided will not be subject to copyright, but can be freely disseminated by CATS and its member agencies throughout northeastern Illinois, with due attribution.

The presentation should cover the following topics:

- Characteristics of pedestrians and bicyclists, including a discussion of walking speeds, spatial needs, and mobility issues by age and disability status.

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- Pedestrian and bicycle planning strategies, including desire lines, phasing, and transportation studies.
- Site development techniques
- Public facility design strategies
- Strategies to improve pedestrian and bicycle safety, including control of vehicle speed and pedestrian exposure
- Roadway design elements
- Sidewalk design, with particular reference to the needs of people with disabilities
- Intersection design, with particular reference to pedestrian signal operations and other crossing strategies
- Mid-block crossing techniques
- Maintenance, including snow removal
- Review of obstacles to walking and bicycling
- Review of relationship between walking, bicycling, economic development, and community development.

4.3.5 Conduct Workshops

Workshops will consist of an introduction to the community and the problems of non-motorist access and safety at the site to be visited. This will be followed by a presentation of materials regarding strategies to improve community walkability and bikeability, including applicable standards and best practices. A site visit will follow. The visit will include a review of the strengths, weaknesses, opportunities, and threats to the walking and biking environment at the site. This information will be reviewed back at the workshop venue, where an action plan will be developed to address the issues related to non-motorized access and safety at the site. A week's schedule may consist of a briefing session followed by eight workshops and a debriefing session. Additional workshops may be substituted for the briefing or debriefing sessions at the determination of CATS staff.

4.3.6 Prepare Reports

For each community, a report will be prepared in portable document format consisting of the presentation material, a review of the site visit, and the action plan for the site.

4.4 Milestones and Deliverables

See Section 4.3.

4.5 Reporting, Status and Monitoring Specifications

See Section 4.3.

4.5.1 Contract Monitoring

- 4.5.1.1 Vendors are responsible for the faithful performance of the contract and shall have internal monitoring procedures and processes to ensure compliance.
- 4.5.1.2 The Department reserves the right to monitor and track Vendor's performance over the course of the contract including any warranty term. The information gathered may be used in administration of the contract including payment, and may be used when evaluating the vendor in future procurements.

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

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

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

4.6 Staffing Specifications

See Section 4.3.

4.7 Where Services are to be Performed

See Section 4.3.

4.8 Other Specifications

The Vendor is expected to have detailed knowledge of safely facilitating walking and bicycling through design and operations. The Vendor should also have experience providing technical information in a workshop format.

Each offerer is asked to submit a proposal containing the information listed below. Please respond to each item in the order presented below. Address each item separately. Itemize each response to correspond to the RFP item. If the offeror(s) has no experience in the area under question, indicate by the notation "NE."

Do not skip items; failure to respond to each item as directed may cause a proposal to lose rating points or be eliminated from consideration.

4.8.1 Capability and Experience of the Vendor

- Experience with providing walkable communities workshops in urban and suburban communities. Ability to dispassionately present and evaluate potential engineering improvements to facilitate bicycle and pedestrian travel while maintaining the safety of travelers by foot and bicycle. Experience dealing effectively with communities that have been affected by pedestrian and bicycle injuries and deaths.
- Knowledge of design guidance and practice in providing safe facilities for bicyclists and pedestrians. Detailed knowledge of publications related to pedestrian and bicycle design and safety by the American Association of State Highway and Transportation Officials (AASHTO), the Federal Highway Administration (FHWA), the Transportation Research Board (TRB), and the National Cooperative Highway Research Program (NCHRP). Detailed knowledge of current research in pedestrian safety.
- Experience in collecting, soliciting, analyzing, and evaluating traffic and crash data, and relating results to the public.

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- Knowledge of traffic operations and maintenance procedures, including signals, illumination, pavement markings, and signage. Detailed knowledge of the operating characteristics of different groups of drivers, pedestrians and bicycles.
- Knowledge of the mobility issues of people with disabilities, and knowledge about laws and guidelines to provide accessible facilities.

4.8.2 Technical Ability and Methodology

- Methods to solicit community involvement and support in the walkable communities workshop process as well as in safely facilitating pedestrian and bicycle travel.
- Ability to conceive ideas or crystallize the ideas of others to improve geometric design or traffic operations to safely facilitate walking and bicycling.
- Ability to work with a large number of people with disparate interests and concerns.
- Excellent presentation and writing skills, complete with documentation and bibliographic references.
- Ability to work quickly with the community to bring together community input and all of the information and skill sets above into an action plan for the community, integrated with construction programs and community plans.

4.8.3 Resources

- Review of references and work history.
- Appraise the technical and administrative support.

4.9 Term of Contract

The term of this CONTRACT shall commence on **September 1, 2005** and terminate on **June 30, 2006**. All services contracted for prior to the termination date must be completed and invoiced to the DEPARTMENT within 45 calendar days of the termination date.

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5. INSTRUCTIONS FOR PREPARING AND SUBMITTING OFFERS

5.1 GENERAL INSTRUCTIONS:

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

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

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

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

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

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

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

5.2.3.2 An overview of the Vendor's plans for Walkable Community Workshops

5.2.3.3 A demonstration of the Vendor's knowledge of pedestrian and bicycle issues and training approaches.

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

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

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

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

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

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

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

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

5.2.9 STATE FORMS REQUIRED OF THE VENDOR:

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

- Attachment A** – Qualification Form
- Attachment B** – Business and Directory Information
- Attachment C** – References
- Attachment D** – Department of Human Rights (DHR) Public Contract Number
- Attachment E** – Minority, Female, Person with Disability Status and Subcontracting
- Attachment F** – Conflicts of Interest Disclosures
- Attachment G** – Taxpayer Identification Number
- Attachment H** – Information Regarding Terminations, Litigation and Debarment

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Attachment A
Qualification Form

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

VENDOR (Official Name and D/B/A)

Signature	Date
-----------	------

Printed Name	Title
--------------	-------

Address

City/State	Zip Code
------------	----------

Telephone	Facsimile
-----------	-----------

E-mail

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Attachment B
Business and Directory Information

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

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Attachment C
References

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

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

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

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

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

DHR Public Contracts Number: _____

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

IF NUMBER HAS NOT YET BEEN ISSUED:

Date Completed Application was submitted to DHR: _____

Date of Expiration: _____

NOTICE:

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

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

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

Bidder/Vendor may obtain an application form by:

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

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

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

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

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

If "Yes" check each that applies:

Category:
Minority _____
Female _____
Person with Disability _____
Disadvantaged _____

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

<u>Certifying Agency:</u>		<u>Category:</u>
Department of Central Management Services	_____	Minority _____
Women's Business Development Center	_____	Female _____
Chicago Minority Business Development Council	_____	Person with Disability _____
Illinois Department of Transportation	_____	Disadvantaged _____
Other (please identify): _____		

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

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

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

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

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Attachment F
Conflicts of Interest Disclosures

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

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

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

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

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

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

Vendor Information

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

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

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Section 1: Section 50-13 Conflicts of Interest

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

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

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

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

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

(f) Exceptions.

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

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

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

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

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(v) Licensed professionals. Contracts with licensed professionals provided they are competitively bid or part of a reimbursement program for specific, customary goods and services through the departments of Children and Family Services, Human Services, Public Aid, Public Health, or Aging.

CHECK ONE:

_____ No Conflicts Of Interest

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

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Section 2: Disclosure of Financial Interest in the Vendor

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

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

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

Name: _____
Address: _____

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

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

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

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

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

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

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

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

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

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Section 3: Disclosure of Potential Conflicts of Interest

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

(a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Identify contracts with the VENDOR in Section 4. Yes ____ No ____

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes ____ No ____

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes ____ No ____

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ____ No ____

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes ____ No ____

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes ____ No ____

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes ____ No ____

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes ____ No ____

(i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ____ No ____

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes ____ No ____

Explanation of potential conflicts of interest:

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

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

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

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Attachment G
Taxpayer Identification Number

I certify that:

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

Name (Printed): _____

Taxpayer Identification Number:

Social Security Number _____
or
Employer Identification Number _____

Legal Status (check one):

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

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Attachment H

Information Regarding Terminations, Litigation and Debarment

The Department requests that the Vendor provide the following information:

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

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5.3 PRICE PROPOSAL:

This Price Proposal must be submitted in a **separate, sealed envelope or container within the Offer container**. The Vendor will provide its Price Proposal in accordance with the specifications provided below for the services specified in Section 4 of the RFP, "Services Required from the Vendor."

5.3.1 Price Proposal Format: Pricing and compensation for this contract will be determined based on the rates and prices Vendor provides in Section 5.4, Pricing and Compensation of this RFP.

5.3.2 Estimated Hours: Where required, Vendor shall state estimated hours in Section 5.4, Pricing and Compensation. The Department will use this estimate to evaluate the proposals.

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

5.3.4 Payment Terms and Conditions (including when paid, frequency and retainage): Invoices are to be submitted on a monthly basis or upon completion of services. The amount shown on each invoice shall be in accordance with the rates established in the Contract. All non-labor costs, if allowable, shall be listed and itemized as provided in the Contract.

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5.4 COMPENSATION AND PRICING: Vendor must state below the costs he/she proposes to charge the Department to perform the services specified in Section 4 of the RFP, “Services Required from the Vendor.”

5.4.1 Proposed Personnel Costs: Vendor must complete the following stating the name, position or title, estimated hours to be worked ,total cost per hour, and estimated total contract cost for each individual Vendor proposes to employ in performing this Contract. The total cost per hour stated for each individual shall be all inclusive for salary, benefits, insurance, overhead, equipment expense, travel and other associated expenses.

NAME	POSITION/TITLE	ESTIMATED TOTAL HOURS	TOTAL HOURLY RATE	EST. TOTAL CONTRACT COST
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
	TOTALS			

TOTAL \$ _____

SUBMITTED BY:

Vendor Name: _____

Project Title/Number: Walkable Communities Workshops, DOT06-OPP-02

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6. HOW WE WILL EVALUATE OFFERS

- 6.1 EVALUATION STEPS:** The evaluation and award process will consist of the following:
- 6.1.1** Review of the Offers to assess compliance with mandatory administration requirements.
 - 6.1.2** Detailed evaluation of mandatory service requirements and proposed services, programs, and solutions.
 - 6.1.3** Clarifications, discussions, and presentations (if determined necessary by the Evaluation Committee). Best and Final Offers may be included in this step or at later stages of the evaluation process.
 - 6.1.4** Scoring of Technical Proposals.
 - 6.1.5** Scoring of Price Proposals (except for Requests for Proposals for Professional & Artistic Services; see Section 6.3.3.4 of the RFP).
 - 6.1.6** Integration of the Technical Proposal score and the Price Proposal score into an Evaluation Committee recommendation to management.
 - 6.1.7** Award decision by management.
 - 6.1.8** If we select your Offer for award, we will post the notice to the Illinois Procurement Bulletin and may send you written notice. This notice will extend the Offer Firm Time until we sign a contract or determine negotiations with you have failed. Receipt or posting of a notice of award is not equivalent to a contract with the Department. Protested awards are subject to resolution of the protest.
- 6.2 EVALUATION COMMITTEE:** The Department intends to conduct a comprehensive, fair and impartial evaluation of Offers received in response to this RFP. The Department will use an Evaluation Committee to review and evaluate the Offers.
- 6.3 EVALUATION CRITERIA:** We evaluate four categories of information: administrative compliance, Vendor responsibility, responsiveness and price. All offers, regardless of the type of RFP, must meet the following administrative and responsibility criteria.
- 6.3.1 Evaluation of Administrative Compliance:** The Department will determine whether the Offer complied with Section 5 of the RFP, “Instructions for Preparing and Submitting Offers.” **We must reject your Offer if you submit it late.** Failure to meet other requirements will affect our evaluation and may result in rejection.
 - 6.3.2 Evaluation of Vendor Responsibility:** The Department will determine whether the Vendor submitting the Offer is one with whom the Department can or should do business. Factors that may be evaluated to determine “responsibility” include, but are not limited to: certifications, conflict of interest disclosures, taxpayer identification number, past performance, references (including those found outside the Offer), compliance with applicable laws, financial stability and the perceived ability to perform completely as specified.

A Vendor must at all times have financial resources sufficient, in the opinion of the Department, to ensure performance of the contract and must provide proof upon request. Any failure to supply information and our determination of the quality of the information will affect our evaluation and may result in rejection.

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

We will determine how well offers satisfy Section 4 of the RFP, “Services Required from the Vendor” in terms of “responsiveness” to the requirements. We will rank offers, without consideration of price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. References may be considered again in this portion of the evaluation.

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

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

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

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

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

<u>Elements</u>	<u>Weight</u>
Capability and Experience of the Vendor	280
Technical Ability and Methodology	280
Resources	140

6.3.3.4 Price will be a weighted element except for Requests for Proposals for Professional & Artistic Services (RFP P&A). For RFP P&A, price will not be considered in determining the most qualified Vendor, but prices submitted by all Vendors will be used in negotiating a fair and reasonable price.

6.3.3.5 The total number of points for "price" is 300. We will determine "price" points using the following formula:

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

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

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

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7. ILLINOIS PROCUREMENT NOTICES AND REQUIREMENTS

7.1 NOTICES AND REQUIREMENTS FOR THIS RFP:

- 7.1.1 ILLINOIS PROCUREMENT BULLETIN:** The Department publishes in the electronic Illinois Procurement Bulletin (Supplies and Services Edition) various procurement information including Notices of Procurement Opportunities and Notices of Award. Procurement information may not be available in any other form or location. The Vendor may register to view and download procurement information at <http://www.purchase.state.il.us/>. The Vendor is responsible for monitoring the Illinois Procurement Bulletin and the Department cannot be held responsible if you fail to receive the optional e-mail notices.
- 7.1.2 NON-DISCRIMINATION POLICY:** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the United States Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not unlawfully discriminate in employment, contracts, or any other activity.
- 7.1.3 RESPONSIBILITY TO READ AND UNDERSTAND:** Failure to read, examine and understand the RFP will not excuse any failure to comply with the requirements of the RFP or any resulting contract, nor will such failure be a basis for claiming additional compensation. If you suspect an error, omission or discrepancy in this RFP, you must immediately notify the RFP Contact listed in Section 3.2 of the RFP. The Department will issue written instructions, if appropriate.
- 7.1.4 AMENDMENTS TO THE RFP:** The Department reserves the right to amend the RFP at any time. The Vendor must acknowledge receipt of an amendment in its Offer with the signature of an individual legally authorized to legally bind the Vendor. If the amendment occurs after the closing date for receipt of Offers, the Department may, in its sole discretion, allow Vendors to amend their Offers in response to the Department's amendment if necessary.

7.2 NOTICES AND REQUIREMENTS OF THE OFFER:

- 7.2.1 SUBMISSION OF OFFER:** You may mail or hand-deliver Offers. We do not allow computer, fax, or other electronic submissions unless otherwise authorized. We must actually receive submissions as specified. It will not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are State of Illinois local times. You must allow adequate time to accommodate all security screenings prior to delivery at the delivery site.
- 7.2.2 MODIFICATION/WITHDRAWAL OF OFFER:** Written requests to modify the Offer received by the Department prior to the scheduled opening time will be accepted and the modifications will be made after opening. Written requests to withdraw the Offer received by the Department prior to the scheduled opening time will be honored. No oral requests for either modification or withdrawal will be allowed. Requests must be addressed and labeled in the same manner as the Offer and marked as a MODIFICATION or WITHDRAWAL of the Offer.
- 7.2.3 LATE DELIVERY:** We will not consider Offers received at the designated submission location after the stated due date and time.
- 7.2.4 BEST AND FINAL:** We may request best and final offers if deemed necessary and will determine the scope and subject of any best and final request. However, you should not expect that we will ask for best and finals to give you an opportunity to strengthen

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your Offer. Therefore, you must submit your best Offer based on the terms and conditions set forth in this RFP.

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

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

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

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

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right to confidentiality which the Vendor may have had.

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

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

7.2.8.1 The Vendor fails to deliver the Offer by the due date and time.

7.2.8.2 The Vendor fails to deliver the Price Proposal in a separate envelope or container.

7.2.8.3 The Vendor fails to meet one or more requirements of the RFP.

7.2.8.4 The Vendor's Offer materially changes one or more requirements of the RFP.

7.2.8.5 The Vendor's Offer limits the rights of the Department.

7.2.8.6 The Vendor fails to include information necessary to substantiate that it will be able to meet a Required Service. A response of "will comply" or merely repeating the Required Service is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the Required Services are not sufficient.

7.2.8.7 The Vendor fails to respond to the Department's request for information, documents, or references.

7.2.8.8 The Vendor fails to include a bid bond or performance security (if required).

7.2.8.9 The Vendor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested in this RFP.

7.2.8.10 The Vendor initiates unauthorized contact regarding the RFP with state employees.

7.2.8.11 The Vendor provides misleading or inaccurate responses.

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

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

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

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

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

7.3 NOTICES AND REQUIREMENTS OF THE VENDOR FIRM:

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

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

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

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

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

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

7.4.3 OFFER CLARIFICATION PROCESS: The Department reserves the right to contact a Vendor after the submission of an Offer for the purpose of clarifying an Offer to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the Vendor has provided goods or services to the

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Department or any other political subdivision wherever located, or requests for corrective pages in the Vendor's Offer. The Department will not consider information received if the information materially alters the content of the Offer or alters the type of goods and services the Vendor is offering to the Department. An individual authorized to legally bind the Vendor must sign responses to any request for clarification. Responses must be submitted to the Department within the time specified in the request. Failure to comply with requests for additional information may result in rejection of the Offer as noncompliant.

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

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

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

7.5 NOTICES AND REQUIREMENTS FOR AWARD AND PROTESTS:

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

7.5.2 PROTESTS: If you object to any provision of the RFP, believe we improperly rejected your Offer, or believe the selected Offer is not in the Department's best interests, you may submit a written protest. We must actually receive the protest within 7 calendar days after you know or should have known of the facts giving rise to the protest. You will be deemed to have notice as of the date of publication in the Illinois Procurement Bulletin, unless you had earlier actual notice. You must submit your protest to the Protest Review Office listed in Section 3 of the RFP, "Key Information about this RFP" or if there is no such designation, to the RFP contact listed in Section 3.2 of the RFP. The Department will consider only written protests that are properly and timely submitted. The Department will issue a written decision and that decision is final.

7.6 NOTICES AND REQUIREMENTS FOR CONTRACTS RESULTING FROM THE RFP:

7.6.1 CONTRACT NEGOTIATIONS: Vendors must be prepared for the Department to accept the Offer as submitted, but contract negotiations may be necessary or desirable, at the Department's sole option. If negotiations do not result in an acceptable agreement, the Department may reject the Offer or revoke the award and may begin negotiations with another vendor. Final contract terms must be approved or signed by the appropriately authorized Department official(s).

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

END OF REQUEST FOR PROPOSAL

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

SEALED TECHNICAL PROPOSAL

Illinois Department of Transportation

Division / Office:	Office of Planning & Programming
District / Bureau:	Chicago Area Transportation Study
IDOT Reference No.:	DOT06-OPP-02
Services Requested:	Walkable Communities Workshops
Location of Proposal Opening:	Illinois Department of Transportation, 2300 S. Dirksen Parkway Room 302, Springfield, Illinois 62764
Date and Time of Opening:	Wednesday, July 27, 2005 at 1:00 p.m., local time

Submitted by:

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

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

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

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

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

FOR DEPARTMENT USE ONLY:

Date received: _____ Time received: _____

Location Received: _____

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

SEALED PRICE PROPOSAL

Illinois Department of Transportation

Division / Office:	Office of Planning & Programming
District / Bureau:	Chicago Area Transportation Study
IDOT Reference No.:	DOT06-OPP-02
Services Requested:	Walkable Communities Workshops
Location of Proposal Opening:	Illinois Department of Transportation, 2300 S. Dirksen Parkway Room 302, Springfield, Illinois 62764
Date and Time of Opening:	Wednesday, July 27, 2005 at 1:00 p.m., local time

Submitted by:

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

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

**STATE OF ILLINOIS – DEPARTMENT OF TRANSPORTATION
SAMPLE CONTRACT FOR SERVICES**

SAMPLE CONTRACT FOR SERVICES

The following pages, including any attachments or amendments, represent a sample of the binding and enforceable contract between the Department and the Vendor based upon the submission of the RFP and any subsequent negotiations. The Sample Contract is arranged as follows:

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

**STATE OF ILLINOIS – DEPARTMENT OF TRANSPORTATION
SAMPLE CONTRACT FOR SERVICES**

1. DEPARTMENT AND VENDOR CONTACT PAGE

VENDOR		DEPARTMENT	
Name:	_____	Name:	Thomas J. Murtha
Title:	_____	Title:	Chief Transportation Planner
Address:	_____	Address:	Chicago Area Transportation Study
	_____		300 West Adams, 2 nd Floor
	_____		Chicago, Illinois 60606
Phone:	_____	Phone:	312/793-3466
TDD:	_____	TDD:	217/524-4875
Fax:	_____	Fax:	312/793-3481
E-mail:	_____	E-mail:	<u>tmurtha@catsmpo.com</u>

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

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

**STATE OF ILLINOIS – DEPARTMENT OF TRANSPORTATION
SAMPLE CONTRACT FOR SERVICES**

2. SERVICES VENDOR AGREES TO PERFORM

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

**STATE OF ILLINOIS – DEPARTMENT OF TRANSPORTATION
SAMPLE CONTRACT FOR SERVICES**

3. PRICE

This section serves as a placeholder for the pricing information that will be included as part of the executed Contract. **No response is required from the Vendor for this section of the Sample Contract.**

STATE OF ILLINOIS – DEPARTMENT OF TRANSPORTATION
SAMPLE CONTRACT FOR SERVICES

4. TERMS AND CONDITIONS:

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

4.1 BILLING AND PAYMENT

4.1.1 BILLING: The Department's billing practices are set out as follows and Vendor is presumed to have read and understands the following procedures:

- 4.1.1.1 Vendor shall submit invoices to the address, on the schedule and with the detail required by the ordering Department. Invoices for equipment and/or supplies purchased and/or services performed and expenses incurred prior to July 1st must be presented to the Department no later than July 31; otherwise Vendor may have to seek payment of such invoices through the Illinois Court of Claims (**30 ILCS 105/25**). Billings shall be made to conform to State fiscal year requirements, including prorating if necessary, notwithstanding any contrary provision in this Contract or order.
- 4.1.1.2 Vendor shall not bill for any taxes unless a statement is attached to the bill identifying the tax and showing why it is legally chargeable to the Department. The State does not warrant the interest component of any payment, including installment payments, are exempt from income tax liability.
- 4.1.1.3 By submitting an invoice Vendor certifies that the equipment, supplies and/or services provided meet all requirements of the Contract, and the amount billed and expenses incurred are as allowed in the Contract.

4.1.2 PAYMENT:

- 4.1.2.1 Late payment charges, if any, shall not exceed the formula established in the State "Prompt Payment" Act (**30 ILCS 540/1**) and rules (**74 Ill. Adm. Code 900**). Payments delayed at the beginning of the State's fiscal year (July and August payments) because of the appropriation process shall not be considered a breach.
- 4.1.2.2 The Department shall not be liable to pay for any equipment and/or supplies provided and/or services rendered, including related expenses subject of this Contract incurred prior to the beginning of the term of this Contract. Any Contract or order labeled "subject to financing" or words to similar effect, is subject to the Department obtaining suitable financing.
- 4.1.2.3 The approved invoice amount will be paid less any retainage and previous partial payments. Final payment shall be made upon determination by the Department that all requirements under this Contract have been completed; such determination shall not be unreasonably withheld. The final payment will be made subject to adjustment after completion of an audit of vendor's records as provided for in this Contract.
- 4.1.2.4 Any contract or order requiring payment of financing interest is subject to the interest rate limitation set by law of the greater of 9% or 125% of the G.O. Bond Index (**30 ILCS 305/1**).

STATE OF ILLINOIS – DEPARTMENT OF TRANSPORTATION
SAMPLE CONTRACT FOR SERVICES

4.1.2.5 As a condition of payment, Vendor must pay its employees prevailing wages when required by law (e.g., public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resources services, security guard and food service), and must pay its suppliers and subcontractors providing lien waivers on request **(30 ILCS 500/25-60(b))**. Any stipulation made by Vendor to pay prevailing wages shall be deemed to be incorporated in the project specifications as if specifically set forth therein **(820 ILCS 130/4(a))**.

4.1.3 DELAY OF PAYMENT DUE TO VENDOR FAILURE: If the Department in good faith determines that the Vendor has failed to perform or deliver any service or product as required by this Contract, the Vendor shall not be entitled to any compensation under this Contract until such service or product is performed or delivered. In this event, the Department may withhold that portion of the Vendor's compensation, which represents payment for service or product that was not performed or delivered.

4.1.4 SET-OFF AGAINST SUMS OWED TO THE VENDOR: The State may set off any sum owed to the Vendor on account of any debt owed to the State, unless otherwise required by law, in accordance with the State Comptroller Act **(15 ILCS 405)**. The Vendor agrees that this provision constitutes proper and timely notice under the law of setoff.

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

4.2 VENDOR PERFORMANCE AND RESPONSIBILITIES

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

4.2.2 PERFORMANCE REVIEWS:

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

4.2.2.2 Vendor shall have and maintain, during the term of this contract, internal procedures and processes to monitor performance to ensure full compliance

STATE OF ILLINOIS – DEPARTMENT OF TRANSPORTATION
SAMPLE CONTRACT FOR SERVICES

with the contract. Vendor shall disclose such procedures and processes to the State upon request.

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

4.2.3 AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65): Vendor and its subcontractors shall maintain books and records relating to performance of the Contract or subcontract and necessary to support amounts charged to the State under the Contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of 3 years from the later of the date of final payment under the Contract or completion of the Contract, and by the subcontractor for a period of 3 years from the later of the date of final payment under the subcontract or completion of the subcontract. The 3-year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this section shall be available for review or audit by representatives of the Auditor General, the Department, the Inspector General and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Contract for which adequate books and records are not available to support the purported disbursement. The Vendor shall not impose a charge for audit or examination of the Vendor's books and records. If federal funds are used to pay contract costs, the Vendor must retain its records for five years. If only state funds are involved, three years is sufficient.

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

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

4.2.6 ASSIGNMENT AND DELEGATION:

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

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

STATE OF ILLINOIS – DEPARTMENT OF TRANSPORTATION
SAMPLE CONTRACT FOR SERVICES

4.2.7 USE OF THIRD PARTIES:

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

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

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

4.2.7.4 If Vendor is unable to secure or maintain key personnel named in the Contract to render the services, Vendor shall not be relieved of its obligations to complete performance. Department shall have the option to accept a substitute or to terminate the Contract.

4.2.8 LICENSE: Vendor, directly or through its employees, shall have and maintain any required license. With written consent of the Department, Vendor may meet the license requirement through a subcontractor.

4.2.9 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the Department during the term of this Contract to perform any work required by the terms of this Contract. As a condition of this Contract, the Vendor shall give notice immediately to the Department's director if Vendor solicits or intends to solicit for employment any of the Department's employees during the term of this Contract. Department has no authority to contractually refuse to hire Vendor's employees who apply to the State for employment.

4.2.10 FORCE MAJEURE: Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.

4.2.11 TAX COMPLIANCE: Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes.

4.2.12 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws applicable to the prevention of discrimination in

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employment and the use of targeted small businesses as subcontractors or suppliers. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract.

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

4.3 CONFIDENTIALITY AND WORK PRODUCT

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

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

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

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

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

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

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

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

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

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

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

4.4 INDEMNIFICATION AND LIABILITY

- 4.4.1 BY THE VENDOR:** The Vendor agrees to indemnify and hold harmless the State of Illinois and the Department, its officers, employees and agents (appointed and elected) and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the State of Illinois or the Department, related to or arising from:
- 4.4.1.1 Any breach of this Contract;
 - 4.4.1.2 Any negligent, intentional or wrongful act or omission of the Vendor or any agent or subcontractor utilized or employed by the Vendor;
 - 4.4.1.3 The Vendor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Vendor;
 - 4.4.1.4 Any failure by the Vendor to fulfill the Compliance with the Law provision of this Contract;
 - 4.4.1.5 Any failure by the Vendor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee

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income and other taxes, fees or costs required by the Vendor to conduct business in the State of Illinois;

4.4.1.6 Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or

4.4.1.7 Any failure by the Vendor to adhere to the confidentiality provisions of this Contract.

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

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

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

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

4.5 WARRANTIES

4.5.1 CONSTRUCTION OF WARRANTIES EXPRESSED IN THE CONTRACT WITH WARRANTIES IMPLIED BY LAW: All warranties made by the Vendor in all provisions of this Contract and the Offer by the Vendor, whether or not this Contract specifically denominates the Vendor's promise as a warranty or whether the warranty is created only by the Vendor's affirmation or promise, or is created by a description of the materials and services to be provided, or by provision of samples to the Department, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable

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to the goods and services provided by the Vendor. The provisions of this section apply during the term of this Contract and any extensions or renewals thereof.

- 4.5.2 CONCEPTS, MATERIALS AND WORKS PRODUCED:** Vendor represents and warrants that all the concepts, materials and works produced, or provided to the Department pursuant to the terms of this Contract shall be wholly original with the Vendor or that the Vendor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Vendor represents and warrants that the concepts, materials and works and the Department's use of same and the exercise by the Department of the rights granted by this Contract shall not infringe upon any other work, other than material provided by the Contract to the Vendor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Vendor represents and warrants that it is the owner of or otherwise has the right to use and distribute the software, the materials owned by the Vendor and any other materials, works and methodologies used in connection with providing the services contemplated by this Contract.
- 4.5.3 TO BE PROVIDED IN A PROFESSIONAL MANNER:** Vendor warrants that all services will be performed in a good and professional manner and that all of the services to be performed hereunder will be rendered using sound, professional practices and in a competent and professional manner by knowledgeable, trained and qualified personnel.
- 4.5.4 CONFORMITY WITH CONTRACTUAL REQUIREMENTS:** The Vendor represents and warrants that the goods or services will appear and operate in conformance with the terms and conditions of this Contract.
- 4.5.5 AUTHORITY TO ENTER INTO CONTRACT:** The Vendor represents and warrants that it has full authority to enter into this Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the Department.
- 4.5.6 OBLIGATIONS OWED TO THIRD PARTIES:** The Vendor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Vendor pursuant to this Contract are or will be fully satisfied by the Vendor so that the Department will not have any obligations with respect thereto.
- 4.5.7 TITLE TO PROPERTY AND EQUIPMENT:** The Vendor represents and warrants that title to any property assigned, conveyed or licensed to the Department is good and that transfer of title or license to the Department is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Vendor further warrants that it has title to, or the right to allow the State to use, the equipment, supplies and/or services being provided and that the State may use same without suit, trouble or hindrance from Vendor or third parties.
- 4.5.8 EQUIPMENT AND SUPPLIES QUALITY:** Unless otherwise agreed, Vendor warrants that all equipment and/or supplies shall be new, unused, of most current manufacture and not discontinued, shall be free of defects in materials and workmanship, shall be provided in accordance with manufacturer's standard warranty and shall perform in accordance with manufacturer's published specifications.

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- 4.5.9 INDUSTRY STANDARDS:** The Vendor represents and expressly warrants that all aspects of the goods and services provided or used by it shall conform to the standards in the relevant industry in the performance of this Contract.
- 4.5.10 TECHNOLOGY UPDATES:** The Vendor represents warrants that it shall continually use and integrate the most current and up-to-date technology commercially available.
- 4.5.11 SOLICITATION:** The Vendor warrants that no person or selling Department has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.

4.6 INSURANCE

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

4.7 VENDOR STATUS AND QUALIFICATIONS

- 4.7.1 BACKGROUND CHECK:** The State may conduct criminal and driver history background checks of Vendor's officers, employees or agents who would directly supervise or physically perform any of the Contract requirements at State facilities. Any officer, employee or agent deemed unsuitable by the State must be replaced immediately.
- 4.7.2 LEGAL ABILITY TO CONTRACT:** Vendor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:
- 4.7.2.1 Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.
- 4.7.2.2 Vendor is not in default on an educational loan (**5 ILCS 385/3**).
- 4.7.2.3 Vendor has informed the director of the Department in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, **40 ILCS 5/14-108.3** and **40 ILCS 5/16-133.3**, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Vendor has not received an early retirement incentive in or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, **40 ILCS 5/14-108.3** and **40 ILCS 5/16-133.3**, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items (**30 ILCS 105/15a**).
- 4.7.2.4 Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has made an

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admission on the record of having so bribed or attempted to bribe **(30 ILCS 500/50-5)**.

- 4.7.2.5 If Vendor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business **(30 ILCS 500/50-10)**.
- 4.7.2.6 If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least 5 years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the contracting State Department shall declare the contract void if this certification is false **(30 ILCS 500/50-10.5)**.
- 4.7.2.7 Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the contracting State Department may declare the contract void if this certification is false **(30 ILCS 500/50-11)** or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt **(30 ILCS 500/50-60)**.
- 4.7.2.8 Vendor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act **(30 ILCS 500/50-12)** and acknowledge that failure to comply can result in the contract being declared void.
- 4.7.2.9 Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five (5) years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the contracting State Department may declare the contract void. **(30 ILCS 500/50-14)**
- 4.7.2.10 Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract **(30 ILCS 500/50-25)**.
- 4.7.2.11 Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code **(30 ILCS 500/50-30)**.
- 4.7.2.12 Vendor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State **(30 ILCS 500/50-40, 50-45, 50-50)**.
- 4.7.2.13 Vendor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the Contract. This certification applies to contracts of \$5000 or more with: individuals; and to entities with twenty-five (25) or more employees **(30 ILCS 580)**.

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- 4.7.2.14 Neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 **(30 ILCS 582)**.
- 4.7.2.15 Vendor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or of the United States **(720 ILCS 5/33E-3, 5/33E-4)**.
- 4.7.2.16 Vendor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies **(775 ILCS 5/2-105)**.
- 4.7.2.17 Vendor does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any “discriminatory club” **(775 ILCS 25/2)**.
- 4.7.2.18 Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction **(PA 93-0307)**.
- 4.7.3 CONFLICTS OF INTEREST:** Vendor has disclosed, and agrees it is under a continuing obligation to disclose to the Department, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the “Infrastructure Task Force Fee Prohibition” section of the State Finance Act **(30 ILCS 105/18.40)**, Article 50 of the Illinois Procurement Code **(30 ILCS 500/50)**, or those which may conflict in any manner with the Vendor’s obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any conflict under Section 50-13 exists no contract may be issued without an exemption from the Governor pursuant to Section 50-20 of the Illinois Procurement Code. An exemption is necessary if:
- 4.7.3.1 the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor **(currently \$90,414.60)**. (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Toll Highway Authority.);
- 4.7.3.2 the contract is with a firm, partnership, association or corporation in which a person referenced in 4.7.3.1 above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor **(currently \$150,691.00)**.
- 4.7.3.3 the contract is with a firm, partnership, association or corporation in which a person referenced in 4.7.3.1 above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or

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an amount in excess of 2 times the salary of the Governor (**currently \$301,382.00**) from the firm, partnership, association or corporation.

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

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

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

4.8 TERMINATION OF CONTRACT

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

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

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

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

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

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

4.8.2.1 The Vendor fails to perform, to the Department's satisfaction, any material requirement of this Contract or is in violation of a material provision of this Contract, including, but without limitation, the express warranties made by the Vendor;

4.8.2.2 The Department determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur;

4.8.2.3 The Vendor fails to make substantial and timely progress toward performance of the Contract;

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- 4.8.2.4 The Vendor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Vendor terminates or suspends its business; or the Department reasonably believes that the Vendor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
 - 4.8.2.5 The Vendor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract;
 - 4.8.2.6 The Vendor has engaged in conduct that has or may expose the Department to liability, as determined in the Department's sole discretion; or
 - 4.8.2.7 The Vendor has infringed any patent, trademark, copyright, traddress or any other intellectual property right.
 - 4.8.2.8 If there is a default event caused by the Vendor, the Department shall provide written notice to the Vendor requesting that the breach or noncompliance be remedied within the period of time specified in the Department's written notice to the Vendor. If the breach or noncompliance is not remedied by the date of the written notice, the Department may either:
 - (a) immediately terminate the Contract without additional written notice; or,
 - (b) enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
- 4.8.3 TERMINATION FOR CONVENIENCE UPON NOTICE:** Following **fifteen (15)** days written notice, the Department may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Vendor. Following termination upon notice, the Vendor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to the Department up to and including the date of termination.
- 4.8.4 TERMINATION DUE TO LACK OF FUNDS OR CHANGE IN LAW:** The Department shall have the right to terminate this Contract without penalty by giving written notice to the Vendor as a result of any of the following:
- 4.8.4.1 Adequate funds are not appropriated or granted to allow the Department to operate as required and to fulfill its obligations under this Contract;
 - 4.8.4.2 Funds are de-appropriated or not allocated or if funds needed by the Department, at the Department's sole discretion, are insufficient for any reason;
 - 4.8.4.3 The Department's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Department;
 - 4.8.4.4 The Department's duties are substantially modified.
- 4.8.5 VENDOR'S REMEDIES IN EVENT OF TERMINATION BY DEPARTMENT:** In the event of termination of this Contract for any reason by the Department, the Department shall pay only those amounts, if any, due and owing to the Vendor for services actually rendered up to and including the date of termination of the Contract and for which the Department is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Vendor's claim. This provision in no way limits the remedies available to the Department under this

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Contract in the event of termination. However, the Department shall not be liable for any of the following costs:

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

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

- 4.8.6.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, any other matters the Department may require;
- 4.8.6.2 Immediately cease using and return to the Department any personal property or materials, whether tangible or intangible, provided by the Department to the Vendor;
- 4.8.6.3 Comply with the Department's instructions for the timely transfer of any active files and work product produced by the Vendor under this Contract;
- 4.8.6.4 Cooperate in good faith with the Department, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
- 4.8.6.5 Immediately return to the Department any payments made by the Department for services that were not rendered by the Vendor.

4.9 GENERAL PROVISIONS

4.9.1 TERM AND RENEWALS: The length of the Contract, including any renewals, may not exceed that allowed by law pursuant to **30 ILCS 500/20-60** or other applicable statutes. When the term begins on execution, that means the date of final execution by the State. If the commencement of performance is delayed because the Contract is not executed by the State on the start date, the State may change the start date, end date and milestones to reflect the delayed execution. No renewal may be effective automatically. No renewal may be effective solely at the Vendor's option.

4.9.2 NON-EXCLUSIVE RIGHTS: This Contract is not exclusive. The Department reserves the right to select other contractors to provide services similar or identical to the Scope of Services described in this Contract during the term of this Contract.

4.9.3 APPLICABLE LAW: The terms and conditions of this Contract, including those set forth in any attachment, shall be construed in accordance with and are subject to the laws and rules of the State of Illinois, including, without limitation, the Illinois Procurement Code (**30 ILCS 500**) and the rules promulgated thereunder (**44 Ill. Admin. Code 1**), the

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Illinois Freedom of Information Act (**5 ILCS 140**) and the Attorney General Act (**15 ILCS 205**). The Department of Human Rights' Equal Opportunity requirements (**44 Ill. Admin Code 750**) are incorporated by reference. Any claim against the State arising out of this CONTRACT must be filed exclusively with the Illinois Court of Claims (**705 ILCS 505/1**). The State shall not enter into binding arbitration to resolve any Contract dispute. The State of Illinois does not waive sovereign immunity by entering into this Contract. Any provision containing a citation to an Illinois statute (cited ILCS) may not contain complete statutory language. The official text, which is incorporated by reference, can be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version can be viewed at <http://www.legis.state.il.us/legislation/ilcs/ilcs.asp>.

- 4.9.4 ENTIRE CONTRACT:** This Contract, including any attachments or amendments, constitutes the entire agreement between the Parties concerning the subject matter of the Contract. Modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions of this Contract shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination of this Contract, including without limitation provisions relating to confidentiality, warranty, ownership and liability. This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.
- 4.9.5 CONTRACTING AUTHORITY:** Certain contracts must be signed or approved by the Director of the Department of Central Management Services (CMS) before they are binding on the State. In those instances CMS shall not be responsible for costs or funding even though payments may be made through CMS facilities.
- 4.9.6 AMENDMENTS:** This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties.
- 4.9.7 THIRD PARTY BENEFICIARIES:** There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State, the Department and the Vendor.
- 4.9.8 HEADINGS OR CAPTIONS:** The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
- 4.9.9 SUPERSEDES FORMER CONTRACT AGREEMENTS:** This Contract supersedes all prior Contracts or Agreements between the Department and the Vendor for the services provided in connection with this Contract.
- 4.9.10 WAIVER:** Except as specifically provided for in a waiver signed by duly authorized representatives of the Department and the Vendor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- 4.9.11 NOTICE:** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each

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party as set forth in Section 1 of the Sample Contract for Services, "Department and Vendor Contact Page." Notices by fax must show the date/time of successful receipt. Each such notice shall be deemed to have been provided: (a) at the time it is actually received; or, (b) within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or, (c) within five (5) days after it is deposited the U.S. Mail in the case of registered U.S. Mail. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

- 4.9.12 CUMULATIVE RIGHTS:** The various rights, powers, options, elections and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.
- 4.9.13 SEVERABILITY:** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.
- 4.9.14 TIME IS OF THE ESSENCE:** Time is of the essence with respect to the performance of the terms of this Contract.
- 4.9.15 AUTHORIZATION:** Each party to this Contract represents and warrants to the other parties that: (a) it has the right, power and authority to enter into and perform its Obligations under this Contract; and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 4.9.16 SUCCESSORS IN INTEREST:** All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- 4.9.17 OBLIGATIONS BEYOND CONTRACT TERM:** This Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Contract. All obligations of the Department and the Vendor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Contract.
- 4.9.18 COUNTERPARTS:** The parties agree that this Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
- 4.9.19 FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS:** The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Contract.
- 4.9.20 ADDITIONAL PROVISIONS:** The parties agree that if an Addendum, Rider or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

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5. DEPARTMENT SUPPLEMENTAL TERMS AND CONDITIONS

- 5.1. **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 DEPARTMENT nor shall the DEPARTMENT'S name be used in any such advertisement or solicitation without prior written approval except as required by law.
- 5.2. **Prevailing Wage.** VENDOR certifies that VENDOR is in compliance with the Illinois Prevailing Wage Act (820 ILCS 130/4) and the Illinois Procurement Code (30 ILCS 500/25-60). If applicable, see attached Department of Labor rate sheet.
- 5.2.1. No bidder will be awarded a contract unless its employees are paid wages and benefits and are working under conditions prevalent in the location where the work is to be performed, in the following classifications:
- 5.2.1.1 All work associated with the construction or repair of Public Works (e.g., State owned buildings, roads, bridges, airport facilities, etc.);
- 5.2.1.2 Janitorial cleaning;
- 5.2.1.3 Window cleaning;
- 5.2.1.4 Security Guard services;
- 5.2.1.5 Printing services;
- 5.2.1.6 Food services.
- 5.2.2. Prevailing wages, rates, benefits, and conditions will be those in effect on the first date of the CONTRACT, provided that, if the rate changes during the course of the CONTRACT term and the amount of change is known before the execution of the CONTRACT, then the CONTRACT will vary in like amount. If the change cannot be determined in advance, the CONTRACT will be changed by the amount of the change in wage rate, as specifically set forth and in accordance with the provisions of 44 Ill. Adm. Code. 1.2560.
- 5.2.3. Information regarding prevailing wage, benefit and working condition requirements may be obtained from the Illinois Department of Labor (217-782-6206) and information may be viewed at their web site www.state.il.us.agency/idol/.
- 5.3. **Steel Procurement.** VENDOR certifies that steel products used or supplied in the performance of this CONTRACT or any subcontract thereto shall be manufactured or produced in the United States, if applicable.
- 5.4. **Overtime.** All work performed by VENDOR at overtime rates shall be pre-approved by the DEPARTMENT.
- 5.5. **License Agreements.** The VENDOR is responsible for making all necessary license agreements and/or permits for use of copyrighted materials to be used by and for the DEPARTMENT through this contract.
- 5.6. **Requirements for Federally Funded Contracts: (Applicable only to Contracts funded from a specific Federal funding source, or applicable for Federal reimbursement.)**
- 5.6.1. **Standard Assurances.** The Vendor assures that it will comply with all applicable federal statutes, regulations, executive orders, Federal Transit Administration (FTA) circulars, and other federal requirements in carrying out any project supported by federal funds. The Vendor recognizes that federal laws, regulations, policies, and

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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.

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

5.6.2.1 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

5.6.2.2 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.

5.6.2.3 The language of this certification shall be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, 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.

5.6.3. 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 4702.1, "Title VI Program 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

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as the Vendor retains ownership or possession of the project property, whichever is longer, the Vendor assures that:

- 5.6.3.1 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.
 - 5.6.3.2 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.
 - 5.6.3.3 It will include in each subagreement, 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 subrecipient, transferee, third party contractor, third party subcontractor at any level, successor in interest, or any other participant in the project.
 - 5.6.3.4 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.
 - 5.6.3.5 The United States has a right to seek judicial enforcement with regard to any matter arising under the Act, regulations, and this assurance.
 - 5.6.3.6 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.
- 5.6.4. 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.
- 5.6.5. 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.
- 5.6.6. Debarment.** VENDOR shall comply with Debarment provisions as contained in 49 Code of Federal Regulations, Part 29, including Appendices A and B 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 department 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

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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 DEPARTMENT 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 DEPARTMENT may terminate this Contract for cause. The VENDOR shall provide immediate written notice to the DEPARTMENT 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 DEPARTMENT. 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 DEPARTMENT, 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 DEPARTMENT 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.

5.6.7. 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. Part 29, Subpart F, including Appendix C as amended.

5.6.8. Disadvantaged Business Enterprise Assurance. In accordance with 49 CFR 26.13(a), as amended, the VENDOR assures that it shall not discriminate on the basis of race, color, national origin, or sex in the implementation of the project and in the award and performance of any third party contract, or subagreement supported with Federal assistance derived from the U.S. DOT or in the administration of its

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Disadvantaged Business Enterprise (DBE) program or the requirements of 49 CFR Part 26, as amended. The VENDOR assures that it shall take all necessary and reasonable steps set forth in 49 CFR Part 26, as amended, to ensure nondiscrimination in the award and administration of all third party contracts and subagreements supported with Federal assistance derived from the U.S. DOT. The VENDOR'S DBE program, as required by 49 CFR Part 26, as amended, will be incorporated by reference and made a part of this Contract for any Federal assistance awarded by FTA or U.S. DOT. Implementation of this DBE program is a legal obligation of the VENDOR, and failure to carry out its terms shall be treated as a violation of the Contract. Upon notification by the Federal Government or the DEPARTMENT to the VENDOR of its failure to implement its approved DBE program, the U.S. DOT may impose sanctions as provided for under 49 CFR Part 26, as amended, and may in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001, as amended, and/or the Program Fraud Remedies Act, 31 U.S.C. 3801 et seq., as amended.

5.6.9. Assurance of 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 departments or agencies.

5.6.10. 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 4220.1E, "Third Party Contracting Guidelines," 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 subrecipient and each contractor will also include in its subagreements and its contracts financed in whole or in part with FTA assistance all applicable clauses required by Federal laws, executive orders, or regulations.

5.6.11. 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."

5.6.11.1 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

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(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.

5.6.11.2 With respect to any ITS project financed with Federal assistance derived from a source other than Highway Trust Funds (including funds from the Mass Transit Account) or TEA-21, Title V, subtitle C, 23 U.S.C. 502 note, the VENDOR assures that it will use its best efforts to ensure that any ITS project it undertakes will not preclude interface with other intelligent transportation systems in the Region.

5.6.12 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 subagreements.

5.6.13 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:

- 5.6.13.1 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.
- 5.6.13.2 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 DEPARTMENT directives;
- 5.6.13.3 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;
- 5.6.13.4 Will initiate and complete the work within the applicable project time periods;
- 5.6.13.5 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

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- through 6107, which prohibits discrimination on the basis of age;
- The Drug Abuse Office and Treatment Act of 1972, Pub. L. 92-255, March 21, 1972, and amendments thereto, 21 U.S.C. 1174 *et seq.* relating to nondiscrimination on the basis of drug abuse;
 - The Comprehensive Alcohol Abuse and Alcoholism Prevention Act of 1970, Pub. L. 91-616, Dec. 31, 1970, and amendments thereto, 42 U.S.C. 4581 *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-3 and 290ee-3, 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.

All of the requirements listed in Section 5.6 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.

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6. STATE FORMS REQUIRED OF THE VENDOR

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

