REQUEST FOR PROPOSAL

13-0171 Vendor Managed Inventory Program for Fleet Operations

STATE OF ILLINOIS
REQUEST FOR PROPOSAL

Illinois Tollway

Vendor Managed Inventory Program for Fleet Operations

13-0171

The Illinois Tollway is an administrative agency of the State of Illinois which exists to provide for the construction, operation, regulation, and maintenance of a system of toll highways within the State of Illinois. The Tollway's main revenue is derived from the tolls it collects from users. The Tollway is also empowered to enter into contracts; acquire, own, use, lease, operate, and dispose of personal and real property, including rights of way, franchises, and easements; establish and amend resolutions, by-laws, rules, regulations, and toll rates; acquire, construct, relocate, operate, regulate, and maintain the Tollway system; exercise powers of eminent domain and condemnation; raise or lower toll rates; and contract for services and supplies, including services and supplies for the various patron service areas on the Tollway system. Tollway funds are not appropriated by the Illinois General Assembly."

The Illinois Tollway requests proposals from responsible Offerors to meet its needs. A brief description is set forth below for the Offeror's convenience, with detailed requirements in subsequent sections of this solicitation. If interested and able to meet these requirements, the State appreciates and welcomes an offer.

Brief Description:

The Illinois Tollway is seeking a Vendor to provide a Vendor Managed Inventory Program for its fleet operations. The Vendor will supply fleet related parts and supplies, as well as, provide management of on-site inventory at two (2) Illinois Tollway facilities located at the Central Warehouse in Naperville and the Central Shop in Downers Grove, Illinois.

The resulting contract with the awarded Vendor shall have an initial term of five (5) years with an optional five (5) year renewal. In no event will the total term of the contract, including the initial term, any renewal terms, and any extensions exceed ten (10) years.

Contract Goal to be Achieved by the Vendor:

This solicitation includes a specific BEP utilization goal of **20%** based on the availability of BEP certified vendors to perform or provide the anticipated services and/or supplies required by this solicitation. In addition to the other award criteria established for this solicitation, the Agency/University will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the BEP certified vendor. If Vendor is a BEP certified vendor, the entire goal is met and no subcontracting with a BEP certified vendor is required; however, the Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.

Procurement Information:

The Illinois Tollway performs full service vehicle repairs at twelve (12) locations. The Tollway has parts, section clerks and mechanics stationed at all remote repair facilities. The Tollway has agreements with Ford, General Motors and Navistar International to perform in-house vehicle warranty repairs at all Tollway repair locations. Detailed information will be found in Section 1. Specifications/Qualifications/Statement of Work.

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

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

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Please read the entire solicitation package and submit an offer in accordance with the instructions. All forms and signature areas contained in the solicitation package must be completed in full and submitted along with the technical response and price proposal which combined will constitute the offer. Do not submit the instructions pages with offers. Offerors should keep the Instructions and a copy of offers for future reference.

Please adhere to Form and Content of Proposal requirements or offers may not be considered.

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

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

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A. INSTRUCTIONS FOR SUBMITTING OFFERS

A.1. HOW TO ENTER INFORMATION: Type information in the text fields provided. Text fields are indicated by the instruction "Click here to enter text." in red font. If the information requested does not apply to the Offeror's situation, then enter "N/A" into the text field. Please enter the requested information or N/A into every red text field.

A.2. PUBLISHED PROCUREMENT INFORMATION: The State publishes procurement information, including updates, on the Illinois Procurement Bulletin (www.purchase.state.il.us), Illinois Public Higher Education Procurement Bulletin (www.procure.stateuniv.state.il.us), Transportation Procurement Bulletin (www.dot.il.gov/desenv/transprocbulletin.html) or the Illinois Capital Development Board Bulletin (www.cdb.state.il.us/procurement.shtml) (collectively and individually referred to as "Bulletin"). Procurement information may not be available in any other form or location. Offeror is responsible for monitoring the Bulletin. The State will not be held responsible if Offeror fails to receive the optional e-mail notices.

A.3. SOLICITATION CONTACT: The individual listed below shall be the single point of contact for this solicitation. Unless otherwise directed, Offerors should only communicate with the Solicitation Contact. The State/Agency/University shall not be held responsible for information provided to any other person.

Solicitation Contact: Diane Titone, Sr. Buyer	Phone: 630/241-6800 ext. 2664
Agency/University: Illinois Tollway	Fax: 630/505-9270
Street Address: 2700 Ogden Avenue	TDD: 630/241-6898
City, State Zip: Downers Grove, Illinois 60515	
Email: dtitone@getipass.com	

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

A.4. OFFEROR QUESTIONS AND AGENCY/UNIVERSITY RESPONSE: All questions, other than those raised at any Offeror conference, that pertain to this solicitation must be submitted in written form and submitted to the Solicitation Contact no later than October 21, 2013. Questions received and Agency/University responses may be posted as an Addendum to the original solicitation on the Bulletin; only these written answers to questions shall be binding on the State. Offerors are responsible for monitoring the Bulletin.

A.5. REQUIRED MEETINGS

Offeror Conference/Site Visit: ☒ Yes ☐ No

Mandatory Attendance: ☒ Yes ☐ No

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

Date: October 15, 2013

Time: 10:00 A.M. CST

Location: The mandatory conference will be initiated at 2700 Ogden Avenue in Downers Grove, IL 60515 and will be followed by site visits at two (2) separate locations. The first visit will be held at the Tollway's Central Warehouse located at 4 South 496 Naperville Road in Naperville, Illinois. Immediately after the first visit concludes, the visit schedule will move to Central Shop located at 3460 South Finley Road in Downers Grove, Illinois.

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

A.6.1. Offer Due Date & Time

Date: November 4, 2013

Time: 10:30 A. M. CST

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

A.6.3. Submit/Deliver Offers To: Label (outside of envelopes/containers):

Agency/University: Illinois Tollway	**"Sealed Bid – Do Not Open"**
Attn: Procurement	Project Title & Reference #: 13-0171 Vendor Managed Inventory Program for Fleet Operations
Address: 2700 Ogden Avenue	Due Date & Time: November 4, 2013
City, State Zip: Downers Grove, Illinois 60515	*Offeror Name*
	Offeror City, State Zip

A.7. ORGANIZATION REQUIRED: Offers must be submitted in five (5) packets. Packet 1 shall contain the Offeror's response to the Specifications/Qualifications/Statement of Work provided in Section 1. Packet 2 shall include Offeror's Pricing Offer provided in Section 2. Packet 3 shall include all other information

requested, including but not limited to the Offer and applicable attachments. Packet 4 shall contain a redacted copy of the offer. Packet 5 shall contain a response to the Minorities, Females, and Persons with Disabilities participation requirements.

Separately seal each packet.

A.7.1. **OFFEROR'S RESPONSE TO SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK** – Packet 1

A.7.2. **OFFEROR PRICING OFFER** – Packet 2

A.7.3. **ATTACHMENTS AA through CC, FF through KK, and MM –** Packet 3, Tab 1

A.7.4. **ATTACHMENT EE - SUPPLEMENTAL PROVISIONS –** Packet 3, Tab 2

Offeror Supplemental Provisions - This does not include exceptions to Agency/University specifications, terms and conditions, or any other part of this solicitation. This is supplemental information that supports an offeror's position or, for example, an offeror's licensing agreement.

A.7.5. **ATTACHMENT LL - EXCEPTIONS** - Packet 3 Tab 3

A.7.5.1. Exceptions must be provided on Agency's/University's Contract Terms and Conditions Exceptions Form or must be in a substantially similar format.

A.7.5.2. Agency discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of Offeror's offer.

A.7.6. **OFFEROR PROVIDED CONFIDENTIAL DOCUMENTS – TRADE SECRETS OR OTHER COMPETITIVELY SENSITIVE, CONFIDENTIAL, OR PROPRIETARY INFORMATION (if applicable)** - Packet 4

A.7.6.1. Vendor should provide a redacted copy of the Offer, if applicable, that removes material considered to be a trade secret or competitively sensitive, confidential, or proprietary. See #9 in Attachment DD - Standard Terms and Conditions.

A.7.7. **MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN** - Packet 5

A.8. **SUBMISSION OF OFFERS**: Offer must be submitted in five separately sealed packets as indicated below and clearly labeled with the Request for Proposal title, the packet number, the Offeror's name and the wording**: "Sealed Offer – Do Not Open."** The five separately sealed packets may be submitted together in one mailing/shipping box or may be submitted separately in five individual/shipping boxes. The five portions of the Offer should not be included on one CD or USB. Pricing must be on a separate CD or USB unless otherwise instructed.

Subject Matter	**# of Originals**	**# of Hard Copies**	**# of CDs or USBs**
SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK – PACKET 1	1	4	1

PRICING – PACKET 2	1	4	1
OTHER FORMS AND CDs/USBs – PACKET 3	1	4	1
REDACTED OFFER – PACKET 4	1	1	1
MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN – PACKET 5	1	4	1

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

A.10. **SMALL BUSINESS SET-ASIDE:** ☐ Yes ☒ No. If "Yes" is marked, Offeror must be qualified by the Small Business Set-Aside Program at the time Offers are due. For complete requirements and to qualify Offeror's business in the Small Business Set-Aside Program, visit (http://www2.illinois.gov/cms/business/sell2/Pages/Registration_Certification.aspx).

A.11. **MINORITY CONTRACTOR INITIATIVE:** The State requires a fee of $15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative. Any Offeror awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of $1,000 or more is required to pay a fee of $15. The Comptroller shall deduct the fee from the first check issued to the Offeror under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

A.12. **FEDERAL FUNDS:** The solicitation may be partially or totally funded with Federal funds. Upon notice of intent to award, the percentage of goods and/or services involved that are federally funded and the dollar amount of such federal funds will be disclosed.

A.13. **EMPLOYMENT TAX CREDIT:** Offerors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 & 45-70. Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.

A.14. **GOVERNING LAW AND FORUM**: Illinois law and rule govern this solicitation and any resulting contract. Vendor must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. This document contains statutory references designated with "ILCS". Vendor may view the full text at (www.ilga.gov/legislation/ilcs/ilcs.asp). The Illinois Procurement Code (30 ILCS 500) and the Standard Procurement Rules (44 ILL. ADMIN. CODE PARTS 1, 4, 6 & 8) are applicable to this solicitation and may be viewed by users registered for the Illinois Procurement Bulletin at (www.purchase.state.il.us).

A.15. **PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:** Offers become the property of the State and late submissions will not be returned. All Offers will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless Offeror requests in its Offer that the State treat certain information as confidential. A request for confidential treatment will not supersede the State's legal obligations under FOIA. The State will not honor requests to keep entire Offers confidential. Offerors must show the specific grounds in FOIA or other law or rule that support confidential

treatment. Regardless, the State will disclose the successful Offeror's name, the substance of the Offer, and the price. If Offeror requests confidential treatment, Offeror must submit additional copy/copies (see Instructions for Submitting Offers in section A.7.) of the Offer with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed, and shall retain as much of the Offer as possible. In a separate attachment, Offeror shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis under Illinois law and include a detailed justification for exempting the information from public disclosure. Offeror will hold harmless and indemnify the State for all costs or damages associated with the State defending Offeror's request for confidential treatment. Offeror agrees the State may copy the Offer to facilitate evaluation, or to respond to requests for public records. Offeror warrants that such copying will not violate the rights of any third party.

A.16. RESERVATIONS: Offeror must read and understand the solicitation and tailor the Offer and all activities to ensure compliance. The State reserves the right to amend the solicitation, reject any or all Offers, award by item/services, group of items/services, or grand total, and waive minor defects. The State may request a clarification, inspect Offeror's premises, interview staff, request a presentation, or otherwise verify the contents of the Offer, including information about subcontractors and suppliers. The State may request Best & Final Offers when appropriate. The State will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions in the best interests of the State and in accordance with the Illinois Procurement Code, rules and other applicable state and federal statutes and regulations. This competitive process may require that Offeror provide additional information and otherwise cooperate with the State. If an Offeror does not comply with requests for information and cooperate, the State may reject the Offer as non-responsive to the solicitation. Submitting an Offer does not entitle Offeror to an award or a contract. Posting Offeror's name in a Bulletin notice does not entitle Offeror to a contract. The State is not responsible for and will not pay any costs associated with the preparation and submission of any Offer. Awarded Offeror(s) shall not commence, and will not be paid for any billable work prior to the date all parties execute the contract, unless approved in writing in advance by the State Purchasing Officer or the Chief Procurement Officer (or designee).

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

A.18. REFERENCES: ☒ Yes ☐ No. If "Yes" is marked, Offeror must provide references from established private firms or government agencies other than the procuring agency/university, who can attest to Offeror's experience and ability to perform the contract subject of this solicitation. Offeror must provide the name, contact information and a description of the supplies or services provided using Attachment KK.

Type of References: Offerors are to submit references for public agencies of similar size and complexity when compared to the Illinois Tollway. The references shall include contact information, a general description of the service provided to each entity, the size of each entities' fleet and the contract term.

Number of Each Reference Type: Four (4) references must be provided as described above. Provide References- Attachment KK in both Packet 1 and Packet 3.

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

Send invoices to:

Agency/University	Illinois Tollway
Attn:	Procurement
Address:	P O Box 3094
City, State Zip:	Lisle, Illinois 60532-3094

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

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

Chief Procurement Office Attn: Protest Review Office 401 S. Spring Street Suite 515 Stratton Office Building Springfield, IL 62706	Phone: (217) 558-3724 Facsimile: (217) 558-2164 Illinois Relay: (800) 526-0844

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

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

A.21.1. **RESPONSIVENESS**: A responsive offeror is one who submits an offer that conforms in all material respects to the Request for Proposal, and includes **all required** forms. Required forms may include and may not be limited to:

- State Board of Elections Registration: Vendor or Offeror may be prohibited from making political contributions and be required to register with the State Board of Elections. See Attachment AA - State Board of Elections Registration for more detail.

- Authorized to Do Business in Illinois: A person (other than an individual acting as a sole proprietor) must be duly constituted legal entity and authorized to do business in Illinois prior to submitting an Offer. Offeror shall complete certification #31 in Attachment GG - Standard Certifications, and provide any required documentation.

- Illinois Department of Human Rights Public Contracts Number: Offeror shall complete and return Attachment CC - Illinois Department of Human Rights Public Contracts Number.

- Subcontractor Disclosure: If Offeror's Offer includes any subcontractors, Offeror shall complete Attachment FF - Subcontractor Disclosure.

- Standard Certifications: Offeror shall complete Attachment GG - Standard Certifications.

- Financial Disclosures and Conflicts of Interest: Offeror shall complete Attachment HH - Financial Disclosures and Conflicts of Interest.

- Disclosure of Business Operations: Offerors shall complete Attachment II - Disclosure of Business Operations with Iran.

- Business and Directory Information: Offeror shall complete and return Attachment JJ - Business and Directory Information.

- References: If references are required, Offeror shall complete Attachment KK - References.

- Taxpayer Identification Number: Offeror shall complete Attachment MM - Taxpayer Identification Number.

A.21.1.1. The State will determine whether the Offer meets the stated requirements. Minor differences or deviations that have negligible impact on the price or suitability of the supply or service to meet the State's needs may be accepted or corrections allowed. If no offeror meets a particular requirement, the State may waive that requirement.

A.21.1.2. When the specification calls for "Brand Name or Equal," the brand name product is acceptable. Other products will be considered with proof the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

A.21.1.3. The State will determine whether offeror's offer complied with the instructions for submitting offers. Except for late submissions, and other requirements that by law must be part of the submission, the State may require that an offeror correct deficiencies as a condition of further evaluation.

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

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

requested to do so by an employee of the State. No person or business who contracts with a State agency to write specifications for a particular procurement need shall submit a bid or proposal or receive a contract for that procurement need.

Nothing herein is intended to prohibit a vendor from bidding or offering to supply developing technology, goods or services after providing the State with a demonstration of the developing technology, goods, or services; provided the subject of the demonstration to the State represents industry trends and innovation and is not specifically designed to meet the State's needs. Nor is it intended to prohibit a person or business from submitting a bid or offer or entering into a contract if the person or business: (i) initiates a communication with an employee to provide general information about products, services, or industry best practices and, if applicable, that communication is documented in accordance with Section 50-39 or (ii) responds to a communication initiated by an employee of the State for the purposes of providing information to evaluate new products, trends, services, or technologies.

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

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

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

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

A.22. MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN: This solicitation contains a goal to include businesses owned and controlled by minorities, females, and persons with disabilities in the State's procurement and contracting processes. Failure to submit a Utilization Plan as instructed later in this solicitation may render the Offer non-responsive. All questions regarding the subcontracting goal must be directed to the Agency/University BEP Liaison prior to submission of proposals.

BEP Liason: Yvette Riley

Phone Number: 312-814-4963

Email Address: Yvette.Riley@illinois.gov

Vendors who submit Offers for State contracts shall not be given a period after the Offer opening date to cure deficiencies in the Utilization Plan and the Letter of Intent, unless mandated by federal law or regulation. 30 ILCS 575(4)(e). Businesses included on Utilization Plans as meeting BEP requirements as prime vendors or subcontractors must be certified by CMS as BEP vendors prior to contract award.

Go to (http://www2.illinois.gov/cms/business/sell2/bep/Pages/default.aspx) for complete requirements for BEP certification.

B. SELECTION OF VENDOR

B.1. The State may award to the most Responsive/Responsible Offeror whose Offer best meets the below criteria.

B.2. The State determines how well Offers meet the Responsiveness requirements. The State ranks Offers, without consideration of Price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Offerors who receive fewer than the minimum required points will not be considered for Price evaluation and award.

B.3. If the State does not consider the Price to be fair and reasonable and negotiations fail to meet an acceptable Price, the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State determines whether the price is fair and reasonable by considering the Offer, including the Offeror's qualifications, the Offeror's reputation, all prices submitted, other known prices, the project budget and other relevant factors.

B.4. The chart below shows the elements of Responsiveness that the State evaluates, their relative weights in point format and any minimum point requirements.

B.4.1. The total number of points for Responsiveness is 100. Offerors must achieve a minimum of 80 points to be considered responsive. Bidders not receiving the minimum score will not be considered for award.

B.4.2. **RESPONSIVENESS ELEMENTS**

RESPONSIVENESS ELEMENTS	MAXIMUM POINT VALUE
TECHNICAL APPROACH/METHODOLOGY Program Proposal (Section 1.3) • Proposed Program details • Purchase of Parts and Supplies • Furnish Quality Parts and Supplies • Inventory Management • On-Site Disbursement of Parts and Supplies • Prohibited Use of Central Warehouse and Central Shop for Non-Tollway Related Business • General Delivery Information • Warranty Requirements • Record Keeping, Reference Material, Reporting Requirements and Meetings • Emergency Services • Standard of Performance • Inventory Management Information Systems • Invoicing • Miscellaneous Services • Vendor Discounts (Attachment OO) • Transportation and Delivery (Section 1.6)	**40**
Vendor Experience and Number of Active Public Agency Clients (Section 1.5.1) • Number of Public Agency Clients similar to the Size and Complexity of the Tollway • Number of Years of Experience Providing Vendor Managed Inventory programs • References (Attachment KK)	**25**
Staff Experience (Section 1.5.2) • Listing of staff and their qualifications • Detailed resumes and Organizational Chart • Meet Minimum Staffing Levels	**15**

Transition and Implementation Plan (Section 1. 3.4 - Milestones and Deliverables) • Vendor's Proposed Timeline (Attachment PP) • Vendor's Transition Plan	**20**
Total Responsiveness Points	**100**
Minimum Responsiveness Points Required	**80**

B.5. The total number of points for Price is 20. The State will determine Price points using the following formula:

Maximum Price Points X (Lowest Price/Offeror's Price) = Total Price Points

The maximum number of points is 120 (Responsiveness 100 + Price 20).

C. 13-0171 Vendor Managed Inventory Program for Fleet Operations

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

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

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

☐ Yes ☐ No

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

☐ Yes ☐ No ☐ N/A

C.3. **OFFEROR CONFERENCE:** If attendance was mandatory, Offeror attended the Offeror Conference.

☐ Yes ☐ No ☐ N/A

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

☐ Yes ☐ No

C.5. **BOND:** If applicable, Offeror is submitting its Bid Bond or Performance Bond.

☐ Yes ☐ No ☐ N/A

C.6. **SMALL BUSINESS SET-ASIDE:** Offeror is a qualified small business in the Small Business Set-Aside Program at the time Offers are due.

☐ Yes ☐ No ☐ N/A

C.7. PACKET 1: ☐ Yes ☐ No

7.1.	Offeror's Proposed Solution to Meet the State's Requirements	☐ Yes ☐ No
7.2.	Milestones and Deliverables	☐ Yes ☐ No
7.3.	Offeror/Staff Specifications	☐ Yes ☐ No
7.4.	Transportation and Delivery Terms	☐ Yes ☐ No ☐ N/A
7.5.	Subcontracting Disclosed	☐ Yes ☐ No ☐ N/A
7.6.	Where Services Are to Be Performed	☐ Yes ☐ No ☐ N/A
7.7.	References- Attachment KK	☐ Yes ☐ No
7.8.	Mandatory items listed in Section 1.5.2 ASE Certifications	☐ Yes ☐ No

C.8. PACKET 2 – PRICING: ☐ Yes ☐ No

C.9. PACKET 3: ☐ Yes ☐ No

9.1.	Offer	☐ Yes ☐ No
9.2.	Authorized to Do Business in Illinois Documentation, if checking option C or D in certification #31 in Standard Certifications – Attachment GG	☐ Yes ☐ No ☐ N/A
9.3.	Illinois Department of Human Rights Public Contracts Number	☐ Yes ☐ No
9.4.	Supplemental Terms and Conditions	☐ Yes ☐ No
9.5.	Subcontractor Disclosure	☐ Yes ☐ No
9.6.	Standard Certifications	☐ Yes ☐ No
9.7.	Financial Disclosures and Conflicts of Interest	☐ Yes ☐ No
9.8.	Disclosure of Business Operations in Iran	☐ Yes ☐ No
9.9.	Business Directory Information	☐ Yes ☐ No
9.10.	References	☐ Yes ☐ No ☐ N/A
9.11.	Offeror Provided Additional Material, Confidential Documents and Exceptions	☐ Yes ☐ No
9.12.	Taxpayer Identification Number	☐ Yes ☐ No
9.13.	Mandatory items listed in Section 1.5.2 ASE Certifications	☐ Yes ☐ No

C.10. PACKET 4 – REDACTED COPY OF OFFER WITH CONFIDENTIAL INFORMATION DELETED:

☐ Yes ☐ No

C.11. PACKET 5 – MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN

☐ Yes ☐ No

C.12. PREFERENCES

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

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

☐ Resident Bidder (30 ILCS 500/45-10).

☐ Soybean Oil-Based Ink (30 ILCS 500/45-15).

☐ Recycled Materials (30 ILCS 500/45-20).

☐ Recycled Paper (30 ILCS 500/45-25).

☐ Environmentally Preferable Supplies (30 ILCS 500/45-26).

☐ Correctional Industries (30 ILCS 500/45-30).

☐ Sheltered Workshops for the Severely Handicapped (30 ILCS 500/45-35).

☐ Gas Mileage (30 ILCS 500/45-40).

☐ Small Businesses (30 ILCS 500/45-45).

☐ Illinois Agricultural Products (30 ILCS 500/45-50).

☐ Corn-Based Plastics (30 ILCS 500/45-55).

☐ Disabled Veterans (30 ILCS 500/45-57).

☐ Vehicles Powered by Agricultural Commodity-Based Fuel (30 ILCS 500/45-6)

☐ Biobased Products (30 ILCS 500/45-75).

☐ Historic Preference Area (30 ILCS 500/45-80).

☐ Procurement of Domestic Products (30 ILCS 517).

☐ Public Purchases in Other State (30 ILCS 520).

☐ Illinois Mined Coal Act (30 ILCS 555).

☐ Steel Products Procurement (30 ILCS 565).

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

☐ Veteran's Preference (330 ILCS 55).

Items that Qualify and Explanation: Click here to enter text.

Signature of Authorized Representative: _____

Printed Name of Signatory: Click here to enter text.

Vendor Name: Click here to enter text.

Date: Click here to enter a date.

1. SECTION 1 - SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

1.1. GOAL: The Illinois Tollway is seeking a Vendor to provide a Vendor Managed Inventory Program for the Tollway's Fleet Operation. The goals of this Request for Proposal and subsequent Contract are as follows:

- Partner with a Vendor capable of providing fleet parts and supplies at the lowest possible cost.
- Partner with a Vendor to provide on-site inventory management at two (2) Illinois Tollway locations in Naperville, Illinois and Downers Grove, Illinois.
- Dramatically reduce the amount of fleet related inventory owned by the Illinois Tollway.
- Improve the delivery time for fleet related parts, supplies and materials.
- Increase fleet productivity by providing parts and supplies when needed.

1.2. GENERAL TOLLWAY AND FLEET INFORMATION

The Tollway system presently consists of approximately two hundred-eighty six (286) miles of limited-access highways in twelve (12) counties in Northern Illinois and is an integral part of the expressway system in Northern Illinois and the U.S. Interstate Highway System.

At the present time, the four (4) routes of the Tollway system serve, among other areas, suburban Cook County and the Chicago-area collar counties, which together represent one of the fastest-growing areas in Illinois in terms of population and employment.

The Tollway purchases commodities and services through various means and is regulated by a variety of laws, rules and regulations. The Tollway's Procurement Department oversees the parts and commodity contracts and provides a Central Warehouse function. The Central Warehouse operates as a central receiving location for many of the parts and supplies used by Tollway personnel. The Central Warehouse provides delivery of these parts and supplies utilizing Tollway owed delivery trucks to all Tollway facilities. The Central Warehouse provides warehousing of parts and supplies and maintains a stock of the critical and fast moving commodities. Central Warehouse supports all Tollway departments and plays a critical role in providing needed parts, supplies and materials used by the Tollway. The approximate annual spend for Fleet related replacement, parts, supplies and materials is $2,600,000.

The Tollway Fleet Unit (refer to Attachment QQ for repair locations) is a full service vehicle and repair provider. The Fleet Unit provides vehicles and equipment, as well as, vehicle and equipment maintenance and repairs for all Tollway Departments. The Fleet Unit completes all vehicle maintenance and ninety-nine percent (99%) of all vehicle and equipment repairs in house with fifty-five (55) mechanics, two (2) auto body technicians and fifteen (15) Fleet support staff.

The Tollway currently has a large number of Fleet parts and supplies commodity procurement contracts managed by both the Central Warehouse and the Fleet Unit. It is envisioned that most of these contracts will be replaced by the VMI contract.

The Tollway operates a very diverse fleet of vehicles and equipment. There are currently seven hundred-fourty five (745) licensed/drivable vehicles in the Tollway fleet. There are several hundred pieces of fuel powered equipment in the fleet.

The following is a sample of the Tollway's vehicle and equipment fleet:

- 196 Squad cars
- 208 Snow plow trucks
- 45 SUV's
- 28 sedans
- 42 pickups
- 53 vans
- 8 roadway sweepers
- 29 diesel power air compressors
- 66 portable message signs and camera trailers
- 29 concrete saws
- 11 skid steer loaders
- 28 front end loaders
- 78 mowing tractors
- 67 trailers

A complete listing of all Tollway vehicles and equipment is located within Attachment RR of this Document.

The Tollway also purchases fleet related commodities from a variety of contracts executed by Tollway led or Master Contracts provided by Central Management Services (CMS) a Department of the State of Illinois. Master Contracts offered by CMS provide an avenue for all state agencies to utilize the contract when there is a need. The Vendor may be required to review the CMS Master contracts to ensure their pricing of the parts materials and supplies provided to Tollway are price competitive.

1.3. SUPPLIES AND/OR SERVICES REQUIRED: The Tollway is seeking an experienced firm to provide a Vendor Managed Inventory (VMI) program. The selected Vendor will be responsible for providing on-site staff to manage the Tollway's fleet inventory at the two (2) facilities: Central Warehouse in Naperville, Illinois, and Central Shop in Downers Grove, Illinois. The selected Vendor will strategically source various fleet parts and supplies and provide these parts and supplies to the Tollway as outlined throughout this section of the Request for Proposal (RFP).

<u>Offeror's Proposal Submittal</u>
Offeror shall provide a detailed description of their Vendor Managed Inventory Program and explain in detail how their program will function within the Specifications/Qualifications/Statement of work provided in Section 1.3. Offeror shall detail any areas where the Offeror cannot meet any of the requirements in Section 1.3 through 1.7. Offeror shall provide sufficient information to ensure the Tollway can completely understand the Offeror's proposed plan, and how their plan fits or can be modified to meet this RFP's specifications. Offeror's shall reference section and subsection numbers and titles noted in the Specifications/Qualifications/Statement of work in their submittal to allow the Tollway to evaluate the Offeror's submittal and compare to the specifications outlined herein.

The selected Vendor will be responsible for providing the following supplies and services:

1.3.1 Purchase of Parts and Supplies

The Vendor will furnish all parts, materials, supplies, and fluids (except fuel) required for operation and maintenance of all Illinois Tollway vehicles and equipment and other assets, in accordance with the quality and availability standards defined herein and during negotiations of any contract resulting from this RFP. The Vendor will identify, establish and manage all necessary sources of supply; place, process, and track all orders with the various parts suppliers; and process payment to the suppliers for products purchased for use by the Tollway. The Vendor will only charge the Tollway for parts actually disbursed to authorized Tollway personnel. Tollway staff will work with the Vendor throughout the contract period to determine the parts, materials and supplies required to be maintained in inventory in order to meet the demands of the Tollway. The determination of inventory type and levels may be based on historical usage, fleet size (see Attachment RR Fleet Vehicle and Equipment List), criticality of the parts, ordering delays, turnaround time, backorders or any combination of these factors.

The Tollway and the Vendor shall work together using Tollway's historical data to establish minimum/maximum levels for the initial six (6) months of the contract. The Vendor will then be responsible for maintaining adequate stock levels of parts, materials and supplies. The Vendor will be required to work closely with the Tollway on critical parts and supplies required for winter and summer operations and will be required to adjust their inventory levels to those required by the Tollway throughout the year.

It is expected that the majority of the fleet replacement parts purchased from this contract may be those offered by the Original Equipment Manufacturer (OEM). The Vendor will be required to provide OEM parts and supplies whenever requested by the Tollway. If non-OEM parts are requested, the Vendor shall provide parts that are equal in quality to OEM standards. The Vendor shall provide the required inventory for any newly purchased Tollway equipment within six (6) weeks of equipment delivery, or sooner if required by the Tollway.

The Illinois Tollway reserves the right to purchase parts and supplies from other sources when items cannot be provided by the Vendor within the time frames specified herein, or the parts and suppliers do not meet OEM quality standards, or are deemed too expensive, inferior or unacceptable by the Tollway. The Tollway may, at its discretion, purchase items from Master Contracts provided by the State of Illinois Central Management Services (CMS) if the Vendor's cost for the same item(s) exceed ten percent (10%). The Tollway reserves the right to purchase parts for vehicles and equipment serviced or repaired by private vehicle and equipment repair service providers.

The Tollway may, at its sole discretion, request the Vendor obtain a minimum of three (3) quotations for parts and supplies. The Vendor shall use the lowest priced suppliers whenever possible. The Tollway may also request that the Vendor compare prices for items supplied to the Tollway with those offered by the State of Illinois Central Management Services Master Contracts. The Vendor shall demonstrate their plan to ensure the Tollway is provided the lowest possible pricing for all manufacturers. The Vendor shall agree to allow the Tollway to audit the Vendor's pricing and allow the Tollway access to the Vendor's purchasing records. The Vendor shall work diligently to leverage the buying power of their client base to obtain the lowest possible pricing across the full spectrum of parts, materials and supplies provided to the Tollway. The Tollway will periodically audit the Vendor's invoices to ensure the best possible pricing is being provided to the Tollway.

1.3.2 Furnish Quality Parts and Supplies

All parts, materials and supplies including grease, oil, anti-freeze, tires, wheels, etc. (excluding fuel) that are necessary to maintain, repair, and operate Tollway vehicles , and equipment, shall be provided by the resulting contract. The Vendor shall provide Original Equipment Manufacturer (OEM) parts, supplies, and materials as requested. If the original equipment manufacturer has updated the quality of the parts for current production, all parts purchased after the change must meet or exceed the updated quality specifications. All aftermarket (non-OEM) parts provided by the Vendor shall meet or exceed OEM manufacturing and quality standards.

The Tollway must specifically approve new product lines or changes to existing product lines before items are introduced for use on the Tollway's fleet. If more than one grade of product is available that meets the requirements of this section, the Tollway may designate which grade will be utilized. The Tollway may at any time refuse any particular product and require a specific substitute be provided.

The Tollway further requires that any rebuilt, refurbished or recycled products must meet or exceed all applicable industry standards. The Tollway reserves the right to determine when the Vendor will provide new, rebuilt, remanufactured or refurbished parts, materials and supplies. The Vendor shall also accept and credit the Tollway for cores for rebuilding where the parts are acceptable as core exchanges, including but not limited to items such as; water pumps, alternators, starters, hydraulic components, etc.

1.3.3 Inventory Management

The Vendor shall own and manage an ample inventory of automotive parts, and supplies at two (2) centrally located Tollway locations. The Tollway will provide storage facilities to the Vendor, free of charge, at the two (2) designated sites. This will include heat, water, electricity, rest room facilities, break room, telephone (local calls only), and furniture (such as desks and chairs). Racks and shelving will be limited to the Tollway's current on hand availability. Any additional and/or replacement furniture, shelving, racks and equipment will be the responsibility of the Vendor, and shall be provided by the awarded Vendor.

The Vendor must be able to provide parts and services during all required hours. An occasion may occur where parts will be needed during off-hours of Tollway operation (refer to Section 1.3.5.1, 1.3.5.2 and 1.3.11). The Vendor shall provide procedures to handle this situation, if it occurs, and a methodology for determining any additional cost.

The selected Vendor shall maintain certain low-value, high volume parts in an area accessible by Tollway personnel and technicians. These items shall include, but are not limited to, the following: nuts, bolts, fasteners, light gauge wire, O-rings etc. Proposals shall describe a plan to handle these parts.

The Vendor shall only provide viable inventory. Inventory with limited shelf life shall be rotated to ensure the highest level of part or supply integrity. The basic warehouse function of first-in/first-out shall be followed at all times. Parts or supplies found to be inferior, as determined by the Vendor or the Tollway, shall be removed from inventory immediately and replaced with the appropriate parts or supplies.

Upon Contract expiration, the Vendor, at the Tollway's request, shall sell any Vendor owned inventory, shelving or inventory storage items located at a Tollway site(s), to the Tollway or a new Vendor of Tollway's choice at the current Vendor's cost without any additional markup. The amount and type of in stock inventory at the end of the contract term must be equal to the amount and type of inventory on hand twelve (12) months prior to contract expiration date. Failure to maintain adequate on-site inventory at the end of the contract term shall result in the Vendor reimbursing the Illinois Tollway for any costs and fees associated with bringing on-hand inventory to the prior on hand levels as required (i.e. purchase and shipping associated with restoring inventory levels).

1.3.4 Transition of Existing Tollway Parts and Supplies Inventory

The selected Vendor is required to manage the existing Tollway parts operation at Central Warehouse and the Central Shop within thirty (30) days after the execution of the contract or a commencement date determined during negotiation of any related contract.

The Vendor shall assume control of any Tollway inventory as determined by the Tollway. The Tollway's existing Central Warehouse and Central Shop fleet related parts inventory will be managed by the Vendor and issued for use at no additional cost to the Tollway, before any Vendor owned inventory of like items is issued. The transition plans must include a plan for accomplishing a physical inventory count of all existing parts inventories at Central Warehouse and Central Shop. All proposals shall include a methodology and plan for disposal of Tollway owned obsolete and excessive inventory. Refer to Section 1.10 for proposal submittal requirements.

The Offeror is to complete the transition and implementation timeline in Attachment PP of this RFP. Provide a detailed narrative on the transition and implementation process. Offeror shall provide sufficient information to ensure the Tollway can completely understand the Offeror's proposed transition and implementation plan. In addition to the transition and implementation plan, the Offeror shall provide a comprehensive analysis and recommendation for the amount of involvement the Offeror expects from Tollway personnel during the transition/implementation of the program. For example how many fulltime Tollway staff does the Offeror expect will be needed to assist in the transition.

The Vendor will be required to acknowledge receipt, by signature, of any assets provided by the Tollway for the Vendor's use (i.e. shelving, racks and storage devices). The assets accepted by the Vendor for the term of the contract will then become the responsibility of the Vendor. Upon completion of the contract, these assets will be returned in the same condition in which they were provided to the Vendor, less normal wear and tear. If during the time period that the Vendor is using the asset or equipment provided to them for their use by the Tollway, and the asset or equipment requires repair, the Vendor will be responsible for the repair to bring the asset or equipment back into an acceptable and agreed upon working condition. The Vendor will be responsible for replacing any stolen, missing, or destroyed assets with an approved equal asset at the Vendor's expense.

1.3.5 On-Site Disbursement of Parts and Supplies

The Vendor shall provide on-site over the counter and distribution services at the Tollway's two (2) locations to meet the parts and supplies availability standard's defined herein and during negotiation of any contract resulting from this RFP. The Vendor will be expected to maintain agreed upon staffing and inventory levels at each facility. All parts, materials or supplies provided at Central Warehouse or Central Shop will be posted to the Tollway's Computerized Fleet Management System by the Vendor. All

required training needed to use the Tollway's Fleet Management System will be provided by the Tollway. Parts or supplies ordered incorrectly by the Vendor shall be returned without a restocking fee from local and non-local sources. Refunds shall include shipping.

1.3.5.1 Central Warehouse

The Central Warehouse Facility shall be staffed during the regular hours of 7:30 a.m. – 4:00 p.m. (CST) Monday through Friday, and additionally for emergency operations. The Central Warehouse's normal receiving hours for all Vendor deliveries are 8:30 a.m. until 3:00 p.m. (CST). The Vendor will be expected to maintain a minimum staffing level of two (2) personnel at the Central Warehouse.

The disbursement of parts at the Central Warehouse is envisioned as being completed in the following manner: Order forms will be provided to the Vendor by the Tollway as orders arrive via the Tollway internal computer ordering system. The order information will contain various details regarding the required items (the specific details will be determined during contract negotiations). The Vendor will be required to fill orders by location and must be prepared to ship the items to the Central Warehouse within three (3) hours after receipt of the order. The final packaging arrangements and details of the hand off between the Vendor and the Central Warehouse shipping personnel will be determined and agreed to by both parties. Emergency orders shall be filled as soon as possible and may be required while a delivery driver is waiting. Orders for remote repair locations will be delivered by the Tollway using the Tollway's Central Warehouse and Central Administration Messenger Services Unit viaTollway delivery vehicles.

The Vendor is expected to work with Central Warehouse personnel to schedule deliveries to remote sites (using Tollway trucks and drivers). Currently, deliveries are made once a day to the remote repair sites from the Central Warehouse location. The Tollway's delivery trucks are loaded when the delivery trucks return from their routes typically after 2:30 p.m. (CST). Delivery trucks may have additional items added in the morning as needed. No parts or supplies shall be issued to Central Warehouse personnel without a properly executed parts requisition from the Tollway.

The Vendor is expected to have the necessary material handling equipment, such as pallet jacks, and forklifts on site exclusively for their staff's use. The Tollway will provide a power drop for a recharging station at the Vendor's request. The Vendor will be responsible for the final electrical connection.

1.3.5.2 Central Shop

Parts and supplies disbursement at Central Shop will be "over-the counter" directly to Tollway mechanics as performed in a typical repair shop manner. The Central Shop facility shall be manned from 7:00 a.m. – 11:00 p.m. (CST) (2 shifts), Monday through Friday (hours are subject to change based on Tollway Operational requirements). The Vendor is expected to work with the Tollway's fleet management software program and disburse parts to Tollway technicians via this software program. All parts materials or supplies issued to technicians at Central Shop will be manually placed on

a work order at the time the part is issued. The Vendor will be expected to maintain a minimum staffing level of one (1) person per shift, at the Central Shop Facility.

Parts ordered incorrectly by the Tollway shall be returned with or without a restocking fee as determined by the local or non-local supplier.

At Central Shop the Vendor shall issue and receive Tollway owned specialty tools, Personal Protection Equipment (PPE), and safety equipment to, and from technicians and establish inventory controls to prevent loss. The Vendor and the Tollway will conduct an inventory of these tools prior to the Vendor's management of the Central Shop parts operation. The Tollway is responsible for the maintenance and condition of the tools and Tollway owned inventory.

1.3.6 Prohibited Use of Central Warehouse and Central Shop for Non-Tollway Related Business

Vendor's employees, Tollway employees, other individuals, or private entities shall not be allowed to purchase parts or supplies from the Vendor's Tollway on-site inventories without Tollway approval. Operations, inventory, facilities and management of the on-site inventories shall be used strictly for Tollway operations and needs as outlined herein unless otherwise approved by the Tollway. The Vendor (or the Vendor's employees) shall not use Tollway property for any personal advantage, or business gain, except in the performance of the work described in this RFP.

1.3.7 General Delivery Information

The Vendor shall be responsible for shipping, delivery, packaging and handling of all parts and supplies from their suppliers to the Central Warehouse and Central Shop. Any non-stock items that must be shipped to Central Warehouse or Central Shop that results in premium transportation costs charged back to the Tollway must be agreed to before the Vendor secures the item. Failure to do so will result in these costs being charged to the Vendor. Shipping charges shall only be charged to the Tollway when agreed to by the Tollway. It is expected that there will be limited shipping charges and that most stock items will not have shipping fees. When possible the Tollway shall have the ability to pick up parts at the Vendor's satellite location(s), as appropriate and agreed upon, by both parties.

1.3.8 Warranty Requirements

Parts, supplies, and materials furnished under this contract will be warranted by the Vendor. All items must include a full manufacturer's warranty and guarantee. All proposals must outline a recommended approach for tracking warranty eligibility.

The Vendor shall maintain warranty records of parts and supplies sold to the Tollway and issue any credits due for these parts, materials and supplies. The Vendor shall guarantee all items purchased for equipment repair and maintenance applications will fit the intended application and further guarantee that the product will work on the intended application as designed by the original equipment manufacturer. Vendor shall provide replacement for defective, inferior, and non-fit items. If requested, all warranty information will be available to the Tollway for review.

The Vendor shall manage all warranty returns for parts, materials and supplies for the Tollway, including reimbursement to the Tollway for labor and other ancillary costs, such as towing when the warranty on the items includes these reimbursements. The vendor will not be responsible for managing warranty

returns on parts where reimbursement will requested by the Tollway from a vehicle manufacturer (specifically; Ford, GM, and Navistar.)

1.3.9 Record Keeping, Reference Material, Reporting Requirements and Meetings

The Vendor shall maintain the following documentation (this list is not exhaustive):

- Records
- Reference Files and Procedures
- Daily and Monthly Reports
- Annual Procurement Reports
- Ad Hoc Reporting
- Monthly Reports
- Monthly Parts Return for Warranty Report
- Material Safety Data Sheets (MSDS)
- Meeting Minutes

Records – The Vendor will provide authorized representatives of the Tollway access to and copies of all electronic and hard data, books records, correspondence, instructions, plans, drawings, receipts, vouchers, timecards, and memoranda related to any contract resulting from this RFP, and will provide cost verification for parts provided to the Tollway upon request. These records become the property of the Tollway at contract termination or conclusion.

Reference Files and Procedures – The Vendor will be expected to maintain, or have access to, the service manuals, parts manuals, service bulletins, lubrication charts, and other information necessary to procure and supply the parts and related materials to properly service and repair the Tollway fleet. The Vendor will make these materials available to Tollway personnel upon request. These records become the property of the Tollway at contract termination or conclusion.

Daily and Monthly Report – The Vendor will provide a daily report of equipment that is out of service due to parts availability by work order, by unit number, and by line item with costs assigned. A monthly report will summarize the parts supplied the previous month by category, including overall cost, and will include demonstration of compliance with performance standards. A daily report will be provided to the Central Shop manager of all parts and supplies given to the mechanics the previous day.

Annual Procurement Report – On the calendar year of the effective date of the contract and every anniversary date thereafter, the Vendor will submit to the Tollway a written annual report that summarizes the year's procurement activity in a format agreed upon by the Vendor and the Tollway. The report will contain methods used by the Vendor that resulted in a cost savings to the Tollway. Calculations will demonstrate, by line item, the annual savings.

Ad Hoc Reporting – The Tollway reserves the right to obtain additional reports as required to audit the Vendor's operation and to receive them on whatever frequency needed (i.e. daily, weekly, or monthly, hardcopy or electronically).

Monthly Report – The Vendor is expected to actively pursue competitive pricing for stock and non-stock parts in the best interest of the Tollway. Furthermore, the Vendor will document instances of savings and will demonstrate the secured cost reduction over the previous procurement method. The report shall be devised as cumulative to serve as an annual report at the end of a twelve (12) month period.

Monthly Parts Return for Warranty Report– The vendor shall provide a Monthly Parts Returned for Warranty report that lists at minimum: all returned parts, the refund amount, any labor or towing refund and any other information that details the months warranty return status such as denied or prorated warranty claims.

Material Safety Data Sheets (MSDS) – The Vendor shall maintain MSDS in a readily accessible location for all products subject to the provisions of the Occupational Safety and Health Administration (OSHA) and Illinois State environmental regulations.

Meetings Minutes - The Vendor shall be available for scheduled meetings at least monthly with appropriate Tollway personnel to review backorders, outstanding credits, quality assurance, etc. More frequent meetings will be accommodated as necessary.

A meeting will be held no less than sixty (60) days prior to the end of each contract year. During this annual meeting between the Tollway and the selected Vendor, the Vendor will present a summary of accomplishments relative to performance standards, budgets, and overall performance. The presentation will also include recommendations for changes to improve performance during the upcoming year.

1.3.10 Emergency Services

The Vendor shall comply with the Tollway's requests to provide emergency parts support outside of the regular hours designated in section 1.3.5.1 and 1.3.5.2 (i.e. a snow plow truck is disabled during a snow storm). In an emergency, the Vendor shall be on-site to provide service with an appropriate complement of personnel within one (1) hour of notification that such services are required.

During emergency operations, the Vendor's Central Warehouse parts operation will be required to remain open and operating for an indefinite period until determination by the Tollway that normal parts operations may resume.

The Vendor shall supply emergency contact information in the event the Vendor is needed to provide materials and supplies during off hours. The emergency contact list must be updated and immediately provided to designated Tollway personnel whenever contact information changes.

1.3.11 Standards of Performance

The Tollway invites Vendor's to propose performance standards based upon their experience and capacity. At a minimum, the Tollway will expect the Vendor to maintain an efficient inventory and delivery system such that 80% of parts, supplies and materials shall be provided over the counter at Central Shop or in stock at the Central Warehouse 90% of the parts, supplies and materials must be provided within four (4) hours and the balance within forty-eight (48) hours. Slow moving, rare moving, back ordered or long lead time items are excluded from these expectations. Failure to meet these requirements may result in the Vendor providing a 10% discount for the affected material's costs.

The Vendor will implement a Quality Assurance Program for the management of the parts supply function. The program will include provisions for the following:

- Meeting specified performance standards
- Providing high quality parts
- Providing a high level of customer service
- Meeting contract compliance

A mandatory component of the Quality Assurance Program will be a periodic customer satisfaction survey. At a minimum, the Vendor's Quality Assurance Program will include any expectations of the Tollway in maintaining high quality service. The potential Vendor's proposed Quality Assurance Program must be described in detail as part of its proposal.

1.3.12 Inventory Management Information Systems

The Vendor shall operate a state of the art inventory and parts information system for the purpose of managing and optimizing the Vendor's parts inventory, and for obtaining parts from its suppliers in the most cost effective and expeditious manner possible. The Vendor shall be responsible for supplying all associated hardware and software for their system. The Vendor will be required to provide dedicated internet access for their use. The Vendor will not have access to the internet through the Tollway's network.

The Vendor shall use their inventory and parts information management system to control and report inventory operations. The Vendor shall use and provide their own computer hardware and software capable of monitoring and reporting, at a minimum, the following business measures related to parts type and quantity: parts and supplies on hand, parts and supplies on order, back orders, usage, percent parts on demand, and costs.

At Central Shop, parts and supplies shall be manually posted to each technician's work order and in the Tollway's fleet management software system when parts are given to the technicians. Parts and supplies transactions shall be posted to work orders upon issue. All required training needed to use the Tollway's fleet software inventory and work order module Equipment Management System (EMS) will be provided by the Tollway.

The Tollway intends to replace the EMS system with a new generation computerized fleet management system. The Vendor will be required to develop an interface from their inventory management system to any new system the Tollway implements.

1.3.13 Invoicing

The Vendor shall invoice the Tollway two (2) times per month for parts and supplies and one (1) time per month for the Vendor's operational expenses. The parts and materials invoices shall contain (at a minimum) the following information:

a. The date materials were supplied
b. The Tollway-to-Vendor order number for items distributed through the Central Warehouse.
c. The service repair order number for the items provided to the mechanics at Central Shop
d. The Tollway's inventory item number and the manufacturer's part number and description
e. The cost of the part.
f. Any applicable shipping fees agreed to by the Tollway.
g. The Management fee.

The operational expense invoice shall be itemized (at a minimum) as follows:

a. The Staff members, fully loaded wages and expenses
b. Any computer, phone, and internet charges
c. Material handling equipment charges
d. Other expenses (as determined by the Vendor and agreed upon by the Tollway)

1.3.14 Miscellaneous Services

1.3.14.1 Hydraulic Hoses

Vendor shall submit a plan for providing/making hydraulic hoses and fittings. Vendor must also provide documentation as to their ability to make hose assemblies.

1.3.14.2 Recycling Services

Vendor shall provide on-site removal or recycling services for scrap tire casings and recyclable batteries. Disposal and/or recycling of such products are required in a manner prescribed by the Enviromental Protection Agency (EPA), Federal, State and Local laws. Copies of all manifests and other records of shipping and disposal or recycling shall be obtainable by the Tollway, and are required to ensure proper disposal, recycling, handling, and shipping in accordance with all applicable laws. The Vendor shall work with the Tollway to develop recycling programs when requested.

1.3.14.3 Manufacturer's On-Line Websites

Vendor shall work with the Tollway to ensure that the Tollway's clerks and mechanics have access to on-line parts websites such as Ford, General Motors and Navistar. The Vendor shall also work with the Tollway to ensure the Tollway has access to Ford, General Motors and Navistar vehicle diagnostic systems and software updates.

1.3.14.4 Training – Tollway Staff

Vendor shall provide training of all remote site parts and section clerks and Central Warehouse staff. This training will be limited to four (4), eight (8) hour sessions per year for specialized parts, parts manual usage or other agreed upon topics. Vendor shall also provide training to mechanics as determined by the Tollway. Mechanic training will be limited to eight (8), eight (8) hour sessions per year. Topics for the mechanic's training will vary and will be agreed upon by both the Tollway and the Vendor. The Vendor may also be requested to work with their suppliers to offer the Tollway mechanics training on items where training is available.

1.4. MILESTONES AND DELIVERABLES: The successful Vendor will be expected to meet the following key milestones and deliverables:

- Meet the transition and implementation schedule proposed by the Offeror.
- Eighty percent (80%) of the parts, materials and supplies shall be immediately available from the Vendor's inventory in stock at the Tollway.
- Ninety pecent (90%) of all parts materials and supplies shall be delivered to Central Warehouse or Central Shop within four (4) hours of receipt of order.
- Vendor shall have the minimum number of required staff positions filled at all times.
- Vendor shall meet the invoicing schedule and invoices completed as agreed upon and outlined herein.
- Vendor shall meet the standards of performance outlined herein.
- Vendor to provide all necessary, computer hardware and software for their staff use. This equipment shall be reliable and available when required.

- Vendor to provide material handling equipment and storage system as agreed upon.
- Vendor to provide record keeping, reporting and various documents as noted herein and agreed upon.
- Vendor shall supply high quality parts, materials and supplies as noted herein.
- Vendor is to provide a detailed quality assurance program as noted herein.

1.5. OFFEROR / STAFF SPECIFICATIONS:

1.5.1. **Vendor Experience:** Provide an in depth view of the Offeror's experience related to Vendor Managed Inventory Programs that they have provided for other large public fleets with similar size and complexity of the Tollway. The Offeror shall provide a listing of four (4) (or more) customers that they have been actively managing a similar program for a minimum of five (5) years. Provide sufficient information to ensure the Tollway can completely understand the Offeror's past experience and the size and type of clients that they are providing a Vendor Managed Inventory Program for.

1.5.2. **Staff Experience:** Provide a list of staff and their qualifications that will be assigned to the Tollway for this Vendor Managed Inventory Program. The Offeror's submittal shall include detailed resumes and an organizational chart for all staff members assigned to provide services at the Tollway. The Offeror's submittal shall also include a listing of the number of staff that will be dedicated to the Tolway. The Vendor must list the number and titles for staff on site and offsite.

The Vendor's on-site Manager and other personnel will have proven managerial and technical experience in the field of fleet maintenance and parts procurement. It is further expected that persons in a supervisory position will possess at least one (1) Automotive Service Excellence "ASE" certification relevant to the types of equipment maintained by the Tollway. It is required that at least one of the selected Vendor's employees, who will be serving the Tollway possess one (1) or more ASE Parts Specialist Certifications or be able to attain one certification within twelve (12) months of contract execution. The Vendor shall provide evidence of certificates or any other special training of personnel responsible for performing the services outlined in this proposal.

The Vendor shall provide sufficiently trained, knowledgeable, and service oriented personnel to efficiently and effectively operate the parts operation. Acceptable training experience will be considered to include a minimum of two (2) years of experience in a comparable position. The Vendor shall provide resumes for the following required staffing levels.

Required Minimum Staffing levels:

<u>Central Warehouse</u>
1- On-site Manager
1- Parts and inventory staff

Central Shop
1 - Day Shift/Parts and inventory staff
1 - Night Shift/Parts and inventory staff

The Offeror must submit an organizational chart clearly illustrating the proposed organization structure and detailed staffing plan showing specific job classifications, number of full time employees by position and reporting relationships. If requested by the Vendor, the Tollway will provide an organizational chart of Tollway staff for each of the two (2) Tollway stocking locations.

The Vendor shall be solely responsible for hiring, staffing, promoting, transferring and dismissing employees needed for this operation. The Vendor shall be responsible for all applicable taxes, fringe benefits and training for all personnel needed for the performance of the contract. The Tollway reserves the right as part of the employee selection process and must agree to the personnel selected by the Vendor. The Vendor's Project Manager shall not be changed without prior approval of the Tollway.

The Tollway reserves the right to require that the Vendor discipline/dismiss any employee deemed detrimental to the parts operation of the Tollway. The Vendor must comply with all such requests.

The Tollway reserves the right to conduct background checks for security purposes. The Tollway also reserves the right to request the Vendor have all employees undergo planned and random alcohol and drug testing.

1.6. TRANSPORTATION AND DELIVERY TERMS: The typical delivery of parts and supplies shall take place using different processes based on location. The Vendor will be responsible for delivery of parts to the Central Shop and Central Warehouse locations. The Central Shop facility operates as a typical repair shop and the parts used by the shop will be distributed to the mechanics through a parts window from inventory held by the Vendor in the secure parts room.

It will be the Vendor's responsibility to ship (or have shipped) the required parts and materials to Central Shop. It will be the Vendor's responsibility to ship (or have shipped) the required parts to the Central Warehouse. The Vendor will be required to have their shipments properly marked and identified to insure shipments are sent to the correct remote maintenance location. Parts being shipped to remote maintenance locations will be the Tollway's responsibility when drop shipment is not a viable, no charge option. It is expected that ninety-five percent (95%) of all vehicle and equipment parts and materials will be shipped to remote locations using the Tollway's Central Warehouse Messenger Services Unit delivery trucks.

1.7. TOLLWAY VEHICLE REPAIR AND WAREHOUSE FACILITIES: The Illinois Tollway performs full service vehicle repairs at twelve (12) locations. The Tollway has parts and section clerks and mechanics stationed at all remote repair facilities. The Tollway has contracts with Ford, General Motors and Navistar International to perform in-house vehicle warranty repairs at all Tollway repair locations. It is expected that the Tollway will enter into additional in-house warranty repair agreements in the future. (Note: The Vendor is expected to work with the Tollway to satisfy the warranty agreement's and their individual parts and supply requirements).

Central Shop

Central Shop is the largest repair facility with fourteen (14) mechanics, three (3) parts clerks and three (3) shop Managers. Central Shop has a full service body repair shop with two (2) full-time auto body technicians. Central Shop operates from 7:00 a.m. to 11:00 p.m. Monday through Friday with twelve (12) or thirteen (13) legal holidays annually. Central Shop does not typically open for snow removal operations. Central shop is located at 3460 South Finley Road, Downers Grove, Illinois.

Remote Repair Facilities

There are eleven (11) remote repair facilities that perform full vehicle repairs. One (1) of the repair facilities has five (5) mechanics, five (5) facilities have four (4) mechanics and five (5) facilities have three (3) mechanics. All remote locations have full parts inventories managed by their parts clerks. The general functionality of the remote locations will not change based on the intent of this RFP.

The remote repair locations are open and operating during snow removal operations. They have the capability of operating for extended times using parts and supply inventories at their locations.

Central Warehouse

The Tollway's Central Warehouse houses a large inventory of vehicle and equipment parts and supplies, as well as, parts and supplies for several other Tollway operations including:

- Office supplies
- Uniforms
- Paper products
- Building maintenance parts and supplies
- Toll Collection related materials
- Roadway Maintenance materials and supplies

The Central Warehouse has staff that manages Central Warehouse operations. Central Warehouse does not typically open during snow operations, however, in emergency situations the Central Warehouse staff has been called in to provide parts or supplies. This may occur three – four (3-4) times per year.

The Central Warehouse is located at 4 South 496 Naperville Road, Naperville, Illinois 60563. E-W Tollway Milepost 127.5.

General Site Information

The Vendor shall have dedicated and secure storage space at both Central Warehouse and Central Shop.

The approximate square footage that the Vendor will occupy at each location is noted below:

Central Shop: 3,000 sq. ft.

Central Warehouse: 7,000 sq. ft.

Facility inspections by the Tollway and Vendor personnel will be an element in the transition of the parts, supplies and materials to the Vendor. The Vendor will schedule with the Tollway a joint warehouse and parts room inspection to which the Vendor will have access during the course of the contract period.

The Tollway will maintain the physical structure(s) and all lighting, electrical, plumbing, heat and cooling of the facilities occupied by the Vendor. The Vendor will be required to allow access for repairs and

maintenance to any area the Vendor occupies whenever requested by the Tollway. For emergency facility repair and maintenance purposes the Tollway shall have tightly controlled 24/7 access to any Vendor occupied area.

The Vendor shall provide daily janitorial needs for the areas they occupy and will be allowed to use the Tollway's solid waste bins typically used for trash removal. The Tollway will work closely with the Vendor to provide storage areas for items that are currently stored outdoors. It is the Tollway's intention to work with the Vendor to provide adequate storage areas.

1.8. SUBCONTRACTING

1.8.1. Subcontractors are allowed. For the purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. No subcontractors will be allowed to work on-site. If subcontractors are utilized, the Offeror must identify subcontractors with an annual value of more than $50,000 and the expected amount of money each will receive under the contract in Attachment FF - Subcontractor Disclosure.

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

1.8.3. Any subcontracts entered into prior to award of the Contract are done at the Vendor's and subcontractor's risk.

1.9. WHERE SERVICES ARE TO BE PERFORMED

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

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

1.9.3. Location where services will be performed: Click here to enter text.

1.9.4. Percentage of contract of services performed at this location: Click here to enter text.

1.10. OFFEROR'S PROPOSED SOLUTION TO MEET THE STATE'S REQUIREMENTS (Packet 1): Respondents are advised to adhere to the submittal requirements of this RFP. Failure to comply with the instructions of this RFP may be cause for rejection of a non-compliant proposal. Offerors are encouraged to provide adequate details for any request for information as noted in this RFP.

The Offeror shall tab and title the sections of their response pursuant to each Element noted below. Proposal scoring will be based on the Respondent's submittal for the following Elements:

Tab 1 - Table of Contents: The Vendor must include a table of contents in its Offer. Offers must be page numbered sequentially from front to back.

Tab 2 - 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 6 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, email address, and telephone number of the individual authorized to respond to the Illinois Tollway about the confidential nature of the information.

Tab 3 - Executive Summary: The Vendor must prepare an Executive Summary and overview of the services it is offering including all of the following information:

a. The Vendor must provide their current business overview.

b. Statements that demonstrate that the Vendor understands the services as specified in the RFP and will agree with the Attachment DD "Standard Terms and Conditions."

Tab 4 - Financials: The Vendor must provide the last three (3) most recent Year End Audited or Unaudited Financial Statements. Additionally required within eighteen (18) months of contract start date will be the Service Organization Control Report (SOC 1 report) formerly known as SAS70.

Tab 5 - Technical Approach/Methodology: The Vendor must provide a detailed description of how the Vendor plans to approach each Technical requirements as addressed in Section 1. Specifications/Qualifications/Statement of Work. Offers must be fully responsive to each service requirement. Offers must identify any deviations from the stated requirements in Section 1.3 through 1.8 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.

Tab 6 - Offeror/Staff Specifications: Provide an Organizational chart, resumes and references for all known participating staff and/or position descriptions in the solicitation. Please provide additional organizational information demonstrating the qualifications of your agency/firm for performing the work required to meet the demands of this RFP. Please include an organizational history which includes a listing of similar previous engagements of implementing or solutions as proposed. The Vendor must provide four (4) References.

Tab 7 - Planned Changes: Describe any potential or planned changes or initiatives that, in the next twelve to twenty-four months, could significantly change any of the information provided in this proposal. Include any plans for significant restructuring of staff. Include the schedule for implementing these changes.

Tab 8 - Pricing: Please provide a blank page as a placeholder (Provide pricing in a separate sealed envelope with disc Packet #2.).

Tab 9 - Other Exhibits: Training Materials, Sample Reports, and Other Pertinent Information (i.e.: Licenses, Certifications, Charts, etc).

Include Section 1 and any attachments in Packet 1

2. SECTION 2 - PRICING

2.1. FORMAT OF PRICING:

2.1.1. Offeror shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Request for Proposal. Offeror's price Offer shall serve as the basis for compensation terms of the resulting contract. Failure to submit pricing as shown in this section may render Offeror's entire offer non-responsive and ineligible for award.

2.1.2. Pricing shall be submitted in the following format:

Pricing shall be provided in two (2) sections. Offerors shall complete the pricing tables of each section in their entirety. Only Section 1 and Section 2 are being scored.

Section 1 – <u>Operational Expenses</u>

Using the Table below, Offerors shall provide the Operational Costs for implementing their Vendor Managed Inventory Program at the Tollway. The Offeror shall provide a cost for the minimum number of personnel required (as stated in Section 1.5) and a list of any/all ancillary items they will be charging the Tollway for the five (5) year base term of the contract. The employee expenses shall be fully loaded with all costs such as salary and fringe benefits.

*Operational Expenses	Qty	Year 1	Year 2	Year 3	Year 4	Year 5	Total(years 1 through 5)
On-site Manager	1	$	$	$	$	$	$
On-site Staff	3	$	$	$	$	$	$
Computer/Software	2	$	$	$	$	$	$
Phone/Internet	1	$	$	$	$	$	$
Material Handling Equipment and Shelving	1	$	$	$	$	$	$
Other		$	$	$	$	$	$
Other		$	$	$	$	$	$
Other		$	$	$	$	$	$
TOTAL BY COLUMN		$	$	$	$	$	$
						GRAND TOTAL	**$**

Section 2 - Inventory Management

Cost of Parts, Supplies and Materials: The cost of all parts, supplies, and materials purchased from the Vendor shall be at the Vendor's final cost after any discount off manufacturer's catalog or list price. The Vendor's Management Fee to manage the Tollway's parts, supplies, and materials inventory, shall be represented as a percentage of the approximate parts, supplies, and materials expenditures purchased on an annual basis. The Tollway estimates its purchases will be approximately $2,600,000 annually. The inventory Management Fee percentage shall be applied to all parts, supplies, and materials invoices and shall be invoiced on a bi-monthly basis.

INVENTORY MANAGEMENT FEE TABLE

Approximate Cost of Annual Parts Supply and Material expenditures	Management Fee (%) of annual expenditure	Total Annual Expenditures incuding Parts & Management Fee
$2,600,000.00	_____%	$_____
(TERM IS FOR 5 YEARS-OR $13,000,000.00)	**GRAND TOTAL OF 5 YEARS**	

SECTION 1 GRAND TOTAL	**$**
SECTION 2 GRAND TOTAL	**$**
GRAND TOTAL SECTION 1 AND 2	**$**

Manufacturer's Discount Comparison

The Offeror shall provide the discount from original equipment manufacturer's list price for parts and supplies they can expect to provide the Tollway for each of the manufacturers listed in the table below. The parts and supplies shall be original equipment replacement parts only (except for Motorcraft and AC Delco). The dollar amounts listed in the table are estimated annual usage. The actual amount expended for each manufacturer may differ dramatically from year to year. The list of manufacturers below is not an all-inclusive list and the Offeror will be required to provide parts, supplies and materials for other manufacturer's vehicles and equipment as requested by the Tollway. The table below will be used to compare Offeror's discounts and will be used to determine an Offerer's ability to provide parts and materials at competitive prices. The approximate dollar amount of the parts and supplies provided to the Tollway is established in Section 2 above.

To complete the table below the Offeror shall place the percent discount from manufacturer's government list price for each line in the column titled "Percent Discount from Manufacturer's List Price to Governmental Agencies.

The Manufacturer's discount table will only be used for evaluation of the Offeror's purchasing ability and will not count in the scoring of the pricing. Vendor must provide documentation indicating actual percent discount provided by Manufacturer to the Vendor.

Line No.	Manufacturer	Approximate Annual Expenditure	Percent Discount from Manufacturer's List Price to Governmental Agencies
1	International Trucks	$ 600,000	%
2	Ford Cars and Light Trucks	$ 220,000	%
3	General Motors Cars and Light trucks	$100,000	%
4	Dodge Cars and Light Trucks	$30,000	%
5	John Deere Commercial and Agricultural Equipment	$40,000	%
6	Case Commercial Equipment	$20,000	%
7	New Holland Agricultural Equipment	$15,000	%
8	Mustang Skid Steers	$13,000	%
9	Stewart Amos Sweepers	$65,000	%
10	Elgin Sweeper	$36,000	%
11	Monroe Truck Equipment Snow plows and salt spreaders	$150,000	%
12	Crafco Crack Sealers	$20,000	%
13	Firestone Tires	$300,000	%

14	Goodyear Tires	$60,000	%
15	Whelen Lighting	$15,000	%
16	Federal Signal Lighting	$15,000	%
17	North American Signal	$25,000	%
18	Motorcraft	$50,000	%
19	AC-Delco	$25,000	%

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

2.3. **EXPENSES ALLOWED:** Expenses ☒ are not allowed ☐ are allowed as follows: N/A.

2.4. **DISCOUNT:** The State may receive a Click here to enter text.% discount for payment within Click here to enter text. days of receipt of correct invoice. This discount will not be a factor in making the award.

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

2.6. **OFFEROR'S PRICING OFFER:** Attach additional pages if necessary or if the format of pricing specified above in Section 2.1 requires additional pages.

2.6.1. Offeror's Price for the Initial Term: Click here to enter text.

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

2.6.2.1. Agency/University Formula for Determining Renewal Compensation: Monthly rates for On-site Manager and Staff during the renewal term shall be based on the Consumers Price Index for Urban Wage Earners and Clerical Workers (CPI-W), Series ID: CWUR0000SA0. The Price Index shall be the specified Index as published by the Bureau of Labor Statistics (www.bls.gov). The Tollway will permit rate adjustments upward or downward when correlated with the Price Index specified herein The Baseline Index shall be the Index announced for the month in which the Contract is executed. Monthly rates may be adjusted for the renewal term in accordance with changes in the Index. The allowable percent change shall be calculated by subtracting the Baseline Index from the announced Index for the month in which the extension option is exercised and dividing the result by the Baseline Index. The allowable percent change shall be rounded to the nearest one-hundredth of 1% and shall be the maximum monthly rate adjustment permitted, except that the

Offerormay offer price decreases in excess of the allowable percent change. In no case will any price increase for the renewal period exceed 4% of the previous price.

2.6.2.2. Offeror's Price for Renewal(s): Click here to enter text.

Include Section 2 and any attachments in Packet 2

STATE OF ILLINOIS
STATE BOARD OF ELECTIONS REGISTRATION

ATTACHMENT AA

Section 50-37 of the Illinois Procurement Code prohibits political contributions of certain vendors, bidders and offerors. Additionally, section 9-35 of the Illinois Election Code governs provisions relating to reporting and making contributions to state officeholders, declared candidates for State offices and covered political organizations that promote the candidacy of an officeholder or declared candidate for office. The State may declare any resultant contract void if these Acts are violated.

Generally, if a vendor, bidder, or offeror is an entity doing business for profit (i.e. sole proprietorship, partnership, corporation, limited liability company or partnership, or otherwise) and has contracts with State agencies that annually total more than $50,000 or who has aggregate pending bids or proposals and current State contracts that total more than $50,000, the vendor, bidder, or offeror is prohibited from making political contributions and must register with the State Board of Elections. 30 ILCS 500/20-160.

EVIDENCE OF REGISTRATION WITH THE STATE BOARD OF ELECTIONS IS THE CERTIFICATE OF REGISTRATION

Certificate of Registration

STATE BOARD OF ELECTIONS

Registration No. 138

ABC Corporation
123 Main Street
Anywhere, IL USA 62707

Information for this business last updated on:
Wednesday, October 13, 2010

Certificate produced on Wednesday, October 13, 2010 at 12:30 PM

STATE OF ILLINOIS
AUTHORIZED TO DO BUSINESS IN ILLINOIS

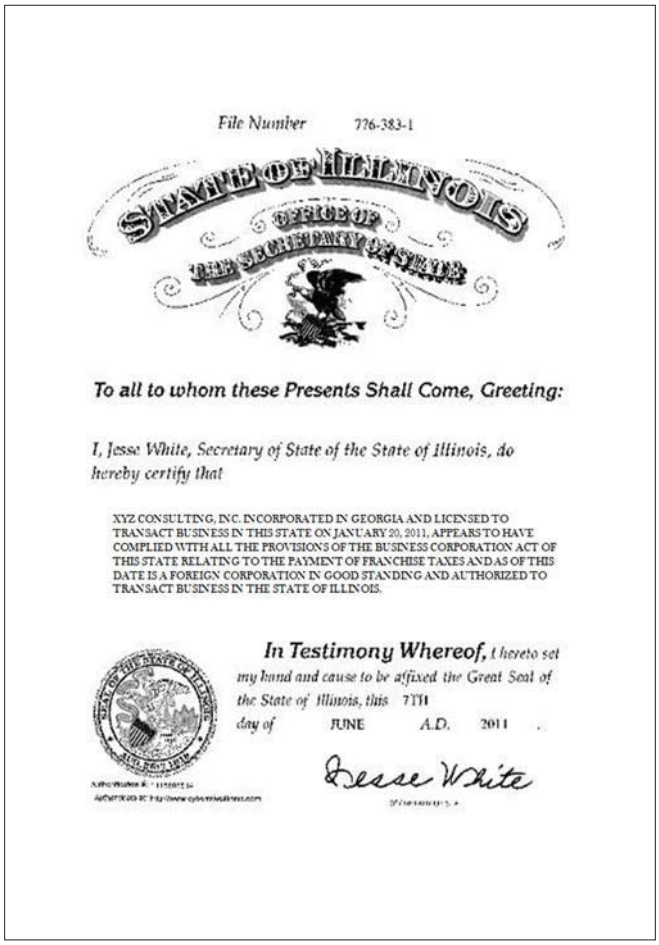
ATTACHMENT BB

A person, other than an individual acting as a sole proprietor, must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting an offer. 30 ILCS 500/20-43. Offerors must review and complete certification #31 in the Standard Certifications – Attachment GG.

Certification #31 requires Vendor to check one of the four boxes representing its status. Two of the four options require that the Vendor attach to the Standard Certifications – Attachment GG a detailed explanation of the legal basis for its status claim. The State may request evidence from a vendor that certifies it is authorized to do business in Illinois proving such authorization. Failure to produce evidence in a timely manner may be considered grounds for determining Vendor non-responsive or not responsible.

For information on registering to conduct business in Illinois, please visit the Illinois Secretary of State's Department of Business Services at their website at (http://cyberdriveillinois.com/departments/business_services/home.html) or your home county clerk.

EVIDENCE OF BEING AUTHORIZED TO DO BUSINESS IS THE SECRETARY OF STATE'S CERTIFICATE OF GOOD STANDING



File Number 776-383-1

STATE OF ILLINOIS
OFFICE OF
THE SECRETARY OF STATE

To all to whom these Presents Shall Come, Greeting:

I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that

XYZ CONSULTING, INC. INCORPORATED IN GEORGIA AND LICENSED TO TRANSACT BUSINESS IN THIS STATE ON JANUARY 20, 2011, APPEARS TO HAVE COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES AND AS OF THIS DATE IS A FOREIGN CORPORATION IN GOOD STANDING AND AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

In Testimony Whereof, I hereto set my hand and cause to be affixed the Great Seal of the State of Illinois, this 7TH *day of* JUNE *A.D.* 2011

Jesse White

STATE OF ILLINOIS

ILLINOIS DEPARTMENT OF HUMAN RIGHTS PUBLIC CONTRACT NUMBER

ATTACHMENT CC

1. If Offeror employed fifteen or more full-time employees at any time during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published), it must have a current IDHR Public Contract Number or have proof of having submitted a completed application for one **prior** to the Offer opening date. 775 ILCS 5/2-101. If the Agency/University cannot confirm compliance, it will not be able to consider a Offeror's bid or offer. Please complete the appropriate sections below:

Name of Company (and DBA): Click here to enter text..

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

IDHR Public Contracts Number: Click here to enter text. Expiration Date: Click here to enter text..

2. If number has not yet been issued, provide the date a completed application for the number was submitted to IDHR: Click here to enter text..

3. 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 IDHR number as a condition of contract eligibility. 44 ILL. ADMIN. CODE 750.210(a).

4. 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 900000-00-0.

5. If Offeror's organization holds an expired number, it must re-register with the Department of Human Rights.

6. Offeror may obtain an application form by:

6.1. Telephone: Call the IDHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. (TDD (312) 263-1579).

6.2. Internet: You may download the form from the Department of Human Rights' website at (http://www2.illinois.gov/dhr/PublicContracts/Pages/default.aspx).

6.3. Mail: Write to the Department of Human Rights, Public Contracts Unit, 100 West Randolph Street, Suite 10-100, Chicago, IL 60601**.**

STATE OF ILLINOIS
STANDARD TERMS AND CONDITIONS

ATTACHMENT DD

1. TERM AND TERMINATION:

1.1. TERM OF THIS CONTRACT: This contract has an initial term of five (5) years with an estimated start date of January 1, 2014 to December 31, 2018. If a start date is not identified, then the term shall commence upon the last dated signature of the Parties.

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

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

1.2. RENEWAL: Subject to the maximum total term identified above, the State has the option to renew for the following term(s): Five (5) years.

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

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

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

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

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

1.4. TERMINATION FOR CONVENIENCE:

1.4.1. This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for

any reason. 30 ILCS 500/20-60. **N/A – This section does not apply, the Tollway is a non-appropriated agency.**

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

2. PAYMENT TERMS AND CONDITIONS:

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

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

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

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

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

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

This statement must be imprinted on the invoice or an attachment attesting to the following statement:

Invoice#_____ Invoice Date_____

"The Seller, _____ (insert vendor name) hereby certifies that the goods, merchandise and wares shipped in accordance with the attached delivery invoice have met all the required standards set forth in the purchasing contract".

_____

Authorized Representative

If the Vendor does not comply with attesting to the statue 605 ILCS 10/16.1 this will cause delay in payment.

All invoices must include original order date to ensure accurate and timely payment processing.

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

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

Send invoices to:

Agency/University:	Illinois Tollway
Attn:	Procurement
Address:	P O Box 3094
City, State Zip	Lisle, Illinois 60532-3094

3. **ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

4. **SUBCONTRACTING**: For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within 15 days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Subcontractor Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract,

the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.

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

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

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

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

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

10. **USE AND OWNERSHIP**: All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.

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

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

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

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

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

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

17. **APPLICABLE LAW**: This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADMIN. CODE 750. Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to

resolve any contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

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

19. **CONTRACTUAL AUTHORITY**: The Agency/University that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency/University, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency/University that places an order with the Vendor shall have any liability to Vendor for that order.

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

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

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

23. **FREEDOM OF INFORMATION ACT**: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

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

25. **WARRANTIES FOR SUPPLIES AND SERVICES**

25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawings, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and

delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitation, reasonable attorney's fees and expenses arising from failure of the supplies to meet such warranties.

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

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

26. REPORTING, STATUS AND MONITORING SPECIFICATIONS:

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

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

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

STATE OF ILLINOIS
SUPPLEMENTAL PROVISIONS

ATTACHMENT EE

1. Agency/University Supplemental Provisions:

☐ Agency/University Definitions

Click here to enter text.

☐ Required Federal Clauses, Certifications and Assurances

Click here to enter text.

☐ American Recovery and Reinvestment Act of 2009 (ARRA) Requirements

Click here to enter text.

☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

Click here to enter text.

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than $200 per month or $2,000 per year or printing) 30 ILCS 500/25-60.

Click here to enter text.

☐ Agency/University Specific Terms and Conditions

Click here to enter text.

☒ Other (describe)

1.1. Tollway Supplemental Provisions

☐ Definitions

☐ Required Federal Clauses, Certifications and Assurances

☐ ARRA Requirements (American Recovery and Reinvestment Act of 2009)

☐ Public Works Requirements (construction and maintenance of a public work) (820 ILCS 130/4)

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than $200 per month or $2000 per year (30 ILCS 500/25-60)

☐ Prevailing Wage (all printing contracts) (30 ILCS 500/25-60)

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

☒ PAYMENT OF TOLLS: The Vendor shall be required to pay the full amount of tolls, if any, incurred by it during the duration of the contract. Said tolls will not be refunded by the Illinois Tollway. Furthermore, in the event that a final determination is made by the Illinois Tollway that the Contractor has failed to pay any required tolls and associated fines, the Illinois Tollway is authorized to take steps necessary to withhold the amounts of the unpaid tolls and fines from any payment due the contractor by the Illinois Tollway and/or other Tollway of Illinois office, department, commission, board or agency.

1.2 Vendor Supplemental Provisions

1.3 Agency Supplemental Terms and Conditions

1.3.1 Order of Precedence:

This contract Request for Proposal (RFP), taken together, comprises the Contract between the parties. With respect to any inconsistency or conflict among these documents the following order of precedence shall prevail:

1. This Contract
2. The RFP
3. Other submissions received after the initial proposal as part of the renegotiation process, if applicable and agreed upon.

1.3.2 Agents and Employees:

Vendor shall be responsible for the negligent acts and omissions of its agents, employees and to the extent applicable, 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 or supplying goods hereunder. In the event that the Tollway/Buyer determines that any individual performing services or supplying goods for Vendor hereunder is not providing such skilled services or delivery of goods, it shall promptly notify the Vendor and the Vendor shall replace that individual.

1.3.3 Publicity:

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

1.3.4 Consultation:

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

1.3.5 Third Party Beneficiaries:

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

1.3.6 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.

1.3.7 Vendor's Termination Duties:
The Vendor, upon receipt of notice of termination or upon request of the Tollway/Buyer, shall:

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

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

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

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

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

1.3.8 Overtime:
If overtime is contemplated an d provided for in this contract, all work performed by Vendor at overtime rates shall be pre-approved by the Tollway/Buyer.

1.3.9 Venue
Any claim against the Tollway arising out of this contract must be filed exclusively with Circuit Court for the Eighteenth Judicial Circuit, DuPage County, Illinois for State claims and the U.S. District Court for the Northern District of Illinois for Federal claims.

1.3.9.1 Whenever "State" is used or referenced in this Contract, it shall be interpreted to mean the Illinois State Toll Highway Authority.

1.3.9.2 The State Prompt Payment Act (30 ILCS 40) does not apply to the Tollway. Therefore, the first two sentences in Attachment DD, paragraph 2.1 are deleted.

1.3.9.3 The Tollway is not an appropriated agency. Therefore, in Attachment DD, paragraph 1.4.1 does not apply.

1.4 Report of a Change in Circumstances: The (Contractor/Vendor) agrees to report to the TOLLWAY as soon as practically possible, but no later than 21 days following any change in facts or circumstances that might impact the (CONTRACTOR/VENDOR)'s ability to satisfy its legal or contractual responsibilities and obligations under this contract. Required reports include, but are not limited to changes in the (CONTRACTOR/VENDOR)'s Certification/Disclosure Forms, the (CONTRACTOR/VENDOR)'s IDOT pre-qualification, or any certification or licensing required for this project. Additionally, (CONTRACTOR/VENDOR) agrees to report to the Tollway within the above timeframe any arrests, indictments, convictions or other matters involving the (CONTRACTOR/VENDOR), or any of its principals, that might occur while this contract is in effect. This reporting requirement does not apply to common offenses, including but not limited to minor traffic/vehicle offenses.

Further, the (CONTRACTOR/VENDOR) agrees to incorporate substantially similar reporting requirements into the terms of any and all subcontracts relating to work performed under this agreement. The (CONTRACTOR/VENDOR) agrees to forward or relay to the Tollway any reports received from subcontractors pursuant to this paragraph within 21 days.

Finally, the (CONTRACTOR/VENDOR) acknowledges and agrees that the failure of the (CONTRACTOR/VENDOR) to comply with this reporting requirement shall constitute a material breach of contract which may result in this contract being declared void.

2. Offeror Supplemental Provisions:

Click here to enter text.

STATE OF ILLINOIS
SUBCONTRACTOR DISCLOSURES

ATTACHMENT FF

1. Will subcontractors be utilized? ☐ Yes ☐ No

2. The maximum percentage of the goods or services that are the subject of this offer and the resulting contract that may be subcontracted is 100% of service goods may be subcontracted and 0% of on site staff services.

3. Please identify below the names and addresses of all subcontractors that will be utilized in the performance of this Contract with a total value of $50,000 or more, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract.

Subcontractor Name: Click here to enter text.

Anticipated/Estimated Amount to Be Paid: Click here to enter text.

Address: Click here to enter text.

Description of work: Click here to enter text.

Subcontractor Name: Click here to enter text.

Anticipated/Estimated Amount to Be Paid: Click here to enter text.

Address: Click here to enter text.

Description of Work: Click here to enter text.

If additional space is necessary to provide subcontractor information, please attach an additional page. All subcontracts must include the Standard Certifications and the Disclosures and Conflicts of Interest, completed and signed by the subcontractor.

4. All subcontracts over $50,000 must include the same certifications that Vendor must make as a condition of the contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State.

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

This subsection, in its entirety, applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract.

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

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

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

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

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

2. Vendor certifies it and its employees will comply with applicable provisions of the United States. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

3. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3.

4. Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies it he/she has not received (i) an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or (ii) an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133.

5. Vendor certifies that it is a legal entity authorized to do business in Illinois prior to submission of a bid, offer, or proposal. 30 ILCS 500/1.15.8, 20-43.

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

7. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5.

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

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

10. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e), amended by Pub. Act No. 97-0895 (August 3, 2012)

11. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the State may declare the contract void if this certification is false 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 500/50-11, 50-60.

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

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

14. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25.

15. Vendor certifies it is not in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30.

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

17. Vendor certifies that if it has hired a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State. 30 ILCS 500\50-38.

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

19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565.

20. Drug Free Workplace

20.1. If Vendor employs 25 or more employees and this contract is worth more than $5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act.

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

21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States. Department of Commerce. 30 ILCS 582.

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

23. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105.

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

25. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583.

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

27. Vendor certifies that any violation of the Lead Poisoning Prevention Act, as it applies to owners of residential buildings, has been mitigated. 410 ILCS 45.

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

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

30. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. 30 ILCS 500/20-160 and 50-37. Vendor will not make a political contribution that will violate these requirements.

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

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

or

☐ Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.

31. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or a subcontract that are manufactured in the United States. 30 ILCS 517.

32. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to do business in Illinois prior to submitting a bid or offer. 30 ILCS 500/20-43. If you do not meet these criteria, then your bid or offer will be disqualified.

Vendor must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

A. ☐ Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.

B. ☐ Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.

C. ☐ Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

D. ☐ Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

STATE OF ILLINOIS

FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST

ATTACHMENT HH

The Financial Disclosures and Conflicts of Interest form ("form") must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are **nine** steps to this form and each must be completed as instructed in the step heading and within the step. A bid, offer, or proposal that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Separate forms are required for the vendor, parent entity(ies), and subcontractors.

This disclosure is submitted for:

☐ Vendor

☐ Vendor's Parent Entity(ies) (100% ownership)

☐ Subcontractor(s) >$50,000

☐ Subcontractor's Parent Entity(ies) (100% ownership) > $50,000

Project Name	Click here to enter text.
Illinois Procurement Bulletin Number	Click here to enter text.
Contract Number	Click here to enter text.
Vendor Name	Click here to enter text.
Doing Business As (DBA)	Click here to enter text.
Disclosing Entity	Click here to enter text.
Disclosing Entity's Parent Entity	Click here to enter text.
Subcontractor	Click here to enter text.
Instrument of Ownership or Beneficial Interest	Choose an item. ☐ If you selected Other, please describe: Click here to enter text.

STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

☐ Option 1 – Publicly Traded Entities

1.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

OR

1.B. ☐ Attach a copy of the Federal 10-K, and skip to Step 3.

☐ Option 2 – Privately Held Entities with more than 200 Shareholders

2.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

OR

2.B. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.

☐ Option 3 – All other Privately Held Entities, not including Sole Proprietorships

3.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

☐ Option 4 – Foreign Entities

4.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% ($106,447.20) of the annual salary of the Governor.

OR

4.B. ☐ Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.

☐ Option 5 – Not-for-Profit Entities

☐ Complete Step 2, Option B.

☐ Option 6 – Sole Proprietorships

☐ Skip to Step 3.

STEP 2
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

Complete **either** Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds $106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	**Address**	**Percentage of Ownership**	**$ Value of Ownership**
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds $106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	**Address**	**% of Distributive Income**	**$ Value of Distributive Income**
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than $106,447.20.

☐ Yes ☐ No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than $106,447.20 or greater than 5% of the total distributive income of the disclosing entity.

☐ Yes ☐ No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	**Address**
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.
Click here to enter text.	Click here to enter text.

STEP 3
DISCLOSURE OF LOBBYIST OR AGENT

(Complete only if bid, offer, or contract has an annual value over $25,000)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

☐ Yes ☐ No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	**Address**	**Relationship to Disclosing Entity**
Click here to enter text.	Click here to enter text.	Click here to enter text.

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/University contract: Click here to enter text.

STEP 4
PROHIBITED CONFLICTS OF INTEREST

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided: Click here to enter text.

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes ☐ No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% ($106,447.20) of the salary of the Governor? ☐ Yes ☐ No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☐ No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? ☐ Yes ☐ No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor ($177,412.00)? ☐ Yes ☐ No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% ($354,824.00) in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor? ☐ Yes ☐ No

STEP 5
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS

(Complete only if bid, offer, or contract has an annual value over $25,000)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided: Click here to enter text.

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? ☐ Yes ☐ No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? ☐ Yes ☐ No

3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? ☐ Yes ☐ No

4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? ☐ Yes ☐ No

5. Do you hold or have you held in the previous 3 years 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? ☐ Yes ☐ No

6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? ☐ Yes ☐ No

7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? ☐ Yes ☐ No

8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? ☐ Yes ☐ No

9. Do you currently have or in the previous 3 years had compensated employment 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

10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee 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

STEP 6
EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

STEP 7
POTENTIAL CONFLICTS OF INTEREST
RELATING TO DEBARMENT & LEGAL PROCEEDINGS

(Complete only if bid, offer, or contract has an annual value over $25,000)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided: Click here to enter text.

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☐ No
2. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes ☐ No
3. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☐ No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☐ Yes ☐ No
5. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes ☐ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual. Click here to enter text.

STEP 8
DISCLOSURE OF CURRENT AND PENDING CONTRACTS

(Complete only if bid, offer, or contract has an annual value over $25,000)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

☐ Yes ☐ No.

If "Yes", please specify below. Attach an additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.	Click here to enter text.

Please explain the procurement relationship: Click here to enter text.

STEP 9
SIGN THE DISCLOSURE

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than $50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity: Click here to enter text.

Signature:_____ Date: Click here to enter text.

Printed Name: Click here to enter text.

Title: Click here to enter text.

Phone Number: Click here to enter text.

Email Address: Click here to enter text.

STATE OF ILLINOIS
DISCLOSURE OF BUSINESS OPERATIONS WITH IRAN

ATTACHMENT II

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

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

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

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

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

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

Click here to enter text.

STATE OF ILLINOIS
BUSINESS AND DIRECTORY INFORMATION

ATTACHMENT JJ

1. Name of Business (official name and DBA)

Click here to enter text.

2. Business Headquarters (address, phone and fax)

Click here to enter text.

Click here to enter text.

Click here to enter text.

3. If a Division or Subsidiary of another organization provide the name and address of the parent

Click here to enter text.

4. Billing Address

Click here to enter text.

Click here to enter text.

5. Name of Chief Executive Officer

Click here to enter text.

6. Offeror Contact (name, title, address, phone, toll-free number, fax, and e-mail)

Click here to enter text.

Click here to enter text.

Click here to enter text.

Click here to enter text.

Click here to enter text.

Click here to enter text.

7. Company Web Site Address

Click here to enter text.

8. Type of Organization (sole proprietor, corporation, etc.--should be same as on Taxpayer ID form below

Click here to enter text.

9. Length of time in business

Click here to enter text.

10. Annual Sales for Offeror's most recently completed fiscal year

Click here to enter text.

11. Show number of full-time employees, on average, during the most recent fiscal year

Click here to enter text.

12. Is your company at least 51% owned and controlled by individuals in one of the following categories? If "Yes," please check the category that applies:

12.1	Minority (30 ILCS 575/2(A)(1) & (3))	☐ Yes
12.2	Female (30 ILCS 575/2(A)(2) & (4))	☐ Yes
12.3	Person with Disability (30 ILCS 575/2(A)(2.05) & (2.1))	☐ Yes
12.4	Disadvantaged (49 CFR 6)	☐ Yes
12.5	Veteran (30 ILCS 500/45-57)	☐ Yes
12.6	Small Business (30 ILCS 500/45-45)	☐ Yes

STATE OF ILLINOIS
REFERENCES

ATTACHMENT KK

Provide references from established firms or government agencies (5-governmental) other than the procuring agency/university that can attest to Offeror's experience and ability to perform the contract that is the subject of this solicitation.

1. Firm/Government Agency/University (name): Click here to enter text.

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

Date of Supplies/Services Provided: Click here to enter text.

Type of Supplies/Services Provided: Click here to enter text.

2. Firm/Government Agency/University (name): Click here to enter text.

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

Date of Supplies/Services Provided: Click here to enter text.

Type of Supplies/Services Provided: Click here to enter text.

3. Firm/Government Agency/University (name): Click here to enter text.

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

Date of Supplies/Services Provided: Click here to enter text.

Type of Supplies/Services Provided: Click here to enter text.

4. Firm/Government Agency/University (name): Click here to enter text.

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

Date of Supplies/Services Provided: Click here to enter text.

Type of Supplies/Services Provided: Click here to enter text.

Offeror Name: Click here to enter text.

Return Mailing Address: Click here to enter text.

STATE OF ILLINOIS
SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

ATTACHMENT LL

Click here to enter text. agrees with the terms and conditions set forth in the State of Illinois Request for Proposal (Reference Number: 22031735), including the standard terms and conditions, Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

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

By: Click here to enter text.

Signed:

Position: Click here to enter text.

Date: Click here to enter text.

STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER

ATTACHMENT MM

I certify that:

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

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

I am a U.S. person (including a U.S. resident alien).

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

Name: Click here to enter text.

Business Name: Click here to enter text.

Taxpayer Identification Number:

Social Security Number: Click here to enter text.

or

Employer Identification Number: Click here to enter text.

Legal Status (check one):

☐ Individual

☐ Sole Proprietor

☐ Partnership

☐ Legal Services Corporation

☐ Tax-exempt

☐ Corporation providing or billing medical and/or health care services

☐ Corporation NOT providing or billing medical and/or health care services

☐ Governmental

☐ Nonresident alien

☐ Estate or trust

☐ Pharmacy (Non-Corp.)

☐ Pharmacy/Funeral Home/Cemetery (Corp.)

☐ Limited Liability Company (select applicable tax classification)

- ☐ D = disregarded entity
- ☐ C = corporation
- ☐ P = partnership

Signature of Authorized Representative: _____

Date: Click here to enter a date.

STATE OF ILLINOIS

MINORITIES, FEMALES, PERSONS WITH DISABILITY STATUS AND PARTICIPATION UTILIZATION PLAN

ATTACHMENT NN

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minorities, female, or persons with disabilities (BEP certified vendor). 30 ILCS 575.

Contract Goal to be Achieved by the Vendor: This solicitation includes a specific BEP utilization goal of **20**% based on the availability of BEP certified vendors to perform or provide the anticipated services and/or supplies required by this solicitation. In addition to the other award criteria established for this solicitation, the Agency/University will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the BEP certified vendor. If Vendor is a BEP certified vendor, the entire goal is met and no subcontracting with a BEP certified vendor is required; however, the Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.

Following are guidelines for the Vendor's response to the Utilization Plan. A format for the Utilization Plan is included in this section. Vendor should include any additional information that will add clarity to the Vendor's proposed utilization of BEP certified vendors to meet the targeted goal. The Utilization Plan must demonstrate that the Vendor has either: (1) met the entire contract goal; (2) made good faith efforts towards meeting the entire goal; or (3) made good faith efforts towards meeting a portion of the goal. Any submission of good faith efforts by the Vendor shall be considered as a request for a full or partial waiver.

At the time of bid or offer submission, the Vendor must be certified with CMS Business Enterprise Program**.** Visit (www.sell2.illinois.gov/bep/Business_Enterprise.htm) for complete requirements and to apply for certification in the Business Enterprise Program. Vendors who submit bids or offers for State contracts shall not be given a period of time after the bid or offer is submitted to cure deficiencies in the Utilization Plan, Good Faith Effort documentation or the Letter of Intent, unless mandated by federal law or regulation. 30 ILCS 575(4)(c). Failure to complete a Utilization Plan and/or provide Good Faith Effort Documentation may render the bid or offer non-responsive or not responsible.

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Joint Venture Agreement specifying the terms and conditions **of the relationship between the parties and their relationship and responsibilities to the contract. The Joint Venture Agreement mu**st clearly evidence that the BEP Certified Vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the BEP Certified Vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the BEP Certified Vendor to be dedicated to the performance of the contract. Established Joint Venture Agreements will only be credited toward BEP goal achievements for specific work performed by the BEP Certified Vendor. **Each party must execute the bid or offer prior to submission of the bid or offer to the Agency/University.**

2. An agreement between a vendor and a BEP certified vendor in which a BEP certified vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The Agency/University may request additional information to demonstrate compliance. The Vendor agrees to cooperate promptly with the Agency/University in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed BEP certified vendor. Failure to cooperate by

Vendor and the BEP Certified Vendor may render the bidder or offeror non-responsive or not responsible. **The contract will not be finally awarded to Vendor unless the Vendor's Utilization Plan is approved.**

3. **BEP Certified Vendor Locator References:** Vendors may consult CMS' BEP Certified Vendor Directory at (www.sell2.illinois.gov/bep/Small_and_Diverse_Businesses.htm), as well as the directories of other certifying agencies, but **BEP subcontractors must be certified by CMS as BEP certified vendors at the time of submission of bid or offer.**

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

5. **Calculating BEP Certified Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all BEP certified vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by BEP certified vendors is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:

5.1. The value of the work actually performed or goods/equipment provided by the BEP Certified Vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the BEP Certified Vendor, including supplies purchased or equipment leased by the BEP Certified Vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.

5.2. A vendor shall count the portion of the total dollar value of the BEP contract equal to the distinct, clearly defined portion of the work of the contract that the BEP Certified Vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other BEP certified vendors. Work performed by the non-BEP certified party shall not be counted toward the goal. **Work that a BEP certified vendor subcontracts to a non-BEP certified vendor will not count towards the goal.**

5.3. A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a BEP certified vendor manufacturer, regular dealer, or supplier. A Vendor shall count toward the goal the following expenditures to BEP certified vendors that are not manufacturers, regular dealers, or suppliers:

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

5.3.2. The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the Agency/University to be reasonable and not excessive as compared with fees customarily allowed for similar services. The BEP Certified Vendor's

trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.

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

5.4. BEP certified vendors who are performing on contract as second tier subcontractors may be counted in meeting the established BEP goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.

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

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

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

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

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

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

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

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

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

6.1.4. Negotiating in good faith with interested BEP certified vendors. Evidence of such negotiation must include the names, addresses, and telephone numbers of BEP certified vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for BEP certified vendors to perform the work. A Vendor using good business judgment may consider a number of factors in negotiating with BEP certified vendors and may take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using BEP certified vendors may not be in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from BEP certified vendors if the price difference is excessive or unreasonable.

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

6.1.6. Making efforts to assist interested BEP certified vendors in obtaining lines of credit or insurance as required by the Agency/University.

6.1.7. Making efforts to assist interested BEP certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

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

6.1.9. Utilize the Sell2Illinois website: (www.Sell2.illinois.gov) to identify BEP certified vendors.

6.2. In evaluating the Vendor's good faith efforts, Council or its delegate may consider whether the ability of other bidders or offerors to meet the contract goal suggests that good faith efforts could have resulted in Vendor meeting the goal.

6.3. If the Council or its delegate determines that the Vendor has made good faith efforts to meet the goal, the Agency/University may award the contract provided that the Vendor is otherwise eligible for award.

6.4. If the Council or its delegate determines that good faith efforts have not been met, the bid or offer may be determined to be non-responsive by the Chief Procurement Office.

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

7.1. Those who submit bids or offers for State contracts shall not be given a period after the bid or offer is submitted to cure deficiencies in the bid or offer unless mandated by federal law or regulation. 30 ILCS 575/4(e).

7.2. The Utilization Plan may not be amended after contract execution without the Agency/University's prior written approval.

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

7.4. In accordance with the Procurement Code, substitutions of a BEP certified vendor may be permitted under the following circumstances:

7.4.1. Unavailability after receipt of reasonable notice to proceed;

7.4.2. Failure of performance;

7.4.3. Financial incapacity;

7.4.4. Refusal by the BEP Certified Vendor to honor the bid or proposal price or scope;

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

7.4.6. Failure of the BEP Certified Vendor to meet insurance, licensing or bonding requirements;

7.4.7. The BEP Certified Vendor's withdrawal of its bid or offer; or

7.4.8. Decertification of the BEP Certified Vendor.

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

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

7.7. If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, the Vendor must obtain the approval of the Agency/University to modify the Utilization Plan and must make good faith efforts to ensure that BEP certified vendors have a fair opportunity to submit a bid or offer on the new scope of work.

7.8. A new BEP certified vendor agreement must be executed and submitted to the Agency/University within five business days of the Vendor's receipt of the Agency's/University's approval for the substitution or other change.

7.9. The Vendor shall maintain a record of all relevant data with respect to the utilization of BEP certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three years after the completion of the contract. Full access to these records shall be granted by the Vendor upon 48 hours written demand by the Agency/University to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency/University shall have the right to obtain from the Vendor any additional data reasonably related or necessary to verify any representations by the Vendor. After the performance of the final item of work or delivery of material by the BEP Certified Vendor and final payment to the BEP Certified Vendor by the Vendor, but not later than 30 calendar days after such payment, the Vendor shall submit a statement confirming the final payment and the total payments made to the BEP Certified Vendor under the contract.

7.10. The Agency/University will periodically review the Vendor's compliance with these provisions and the terms of its contract. Without limitation, the Vendor's failure to comply with these provisions or its

contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the BEP Certified Vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency/University to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.

7.11. The Agency reserves the right to withhold payment to the Vendor to enforce these provisions and the Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until the Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

STATE OF ILLINOIS

MINORITIES, FEMALES, PERSONS WITH DISABILITY STATUS AND PARTICIPATION UTILIZATION PLAN

ATTACHMENT NN

8. UTILIZATION PLAN

The Utilization Plan and Letter of Intent must be sealed separately within Packet 5.

Click here to enter text. submits the following Utilization Plan as part of our bid or offer in accordance with the requirements of the Minority, Female, Persons with Disability Status and Participation section of the solicitation for Click here to enter text., Illinois Procurement Bulletin Reference Number Click here to enter text. We understand that all subcontractors must be certified with the CMS Business Enterprise Program at the time of submission of all bids/offers. We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded. We understand that we will not be given a period after the bid or proposal is submitted to cure deficiencies in the Utilization Plan and the Letter(s) of intent, unless mandated by federal law or regulation. 30 ILCS 575/4(e).

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

Vendor submits the following statement: Choose an item.

8.1. DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE BEP UTILIZATION GOAL AND REQUEST FOR WAIVER

If the BEP utilization goal was not achieved, the Good Faith Efforts Procedures and Guidelines will be used to evaluate submitted utilization plans (Section 8.1.1.). Vendors providing Good Faith Effort documentation and request for waiver must complete and submit the Good Faith Effort Contact Log (Section 8.1.2.) with the bid or offer. Failure to complete Section 8.1.2. in its entirety may render the Vendor's bid or offer non-responsive or not responsible and cause it to be rejected or render the Vendor ineligible for contract award.

8.1.1. GOOD FAITH EFFORTS PROCEDURES AND GUIDELINES

Please read the following guidelines carefully.

Below is a checklist of items that may be used to evaluate a Vendor's Demonstration Good Faith Efforts and Request for Waiver. If any of the following items are not completed, please attach a detailed written explanation indicating why such item was not completed. If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed description of such efforts.

- Soliciting through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of BEP certified vendors that have the capability to perform the work of the contract. The Vendor must solicit this interest within sufficient time to allow the BEP certified vendors to respond to the solicitation. The Vendor must determine with certainty if the BEP certified vendors are interested by taking appropriate steps to follow

up initial solicitations and encourage them to submit a bid or proposal. The Vendor must provide interested BEP certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.

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

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

- Negotiating in good faith with interested BEP certified vendors. Evidence of such negotiation must include the names, addresses, and telephone numbers of BEP certified vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for BEP certified vendors to perform the work. A Vendor using good business judgment may consider a number of factors in negotiating with BEP certified vendors and may take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using BEP certified vendors may not be in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from BEP certified vendors if the price difference is excessive or unreasonable.

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

- Making efforts to assist interested BEP certified vendors in obtaining lines of credit or insurance as required by the Agency/University.

- Making efforts to assist interested BEP certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

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

- Utilize the Sell2Illinois website: (www.Sell2.illinois.gov) to identify BEP certified vendors.

8.1.2. GOOD FAITH EFFORTS CONTRACT LOG FOR SOLICITING BEP CERTIFIED VENDOR PARTICIPATION.

Use this Log to document all contracts and responses (telephone, e-mail, fax, etc.) regarding the Solicitation of BEP certified vendors. Duplicate as needed. **It is not necessary to show contacts with BEP vendors who are identified on the Letter of Intent (as identified in Section 8.2).**

Name of BEP Certified Vendor	Date and Method of Contact	Scope of Work Solicited	Reason Agreement Was Not Reached

8.2. LETTER OF INTENT (LOI) BETWEEN PRIME VENDOR AND BEP CERTIFIED VENDOR

Instructions: The responsive Vendor is required to submit a separate, signed LOI from each identified BEP certified vendor. LOIs must be submitted with the bid/offer and must be signed by both parties. The Prime Vendor shall not prohibit or otherwise limit Click here to enter text. from providing subcontractor quotes to other potential bidders/vendors. Each LOI shall include the negotiated amount/percentage and scope of work to be performed by each identified BEP certified vendor. All LOI's shall be subject to Agency/University approval.

Any changes involving or affecting identified the BEP certified vendor(s) may not be permitted without written approval of the Agency/University.

Project Name: Click here to enter text. Project/Solicitation Number: Click here to enter text.

Name of Vendor: Click here to enter text.

Address: Click here to enter text.

City, State and Zip: Click here to enter text.

Telephone: Click here to enter text. Fax: Click here to enter text. Email: Click here to enter text.

Name of BEP Certified Vendor: Click here to enter text.

Address: Click here to enter text.

City, State and Zip: Click here to enter text.

Telephone: Click here to enter text. Fax: Click here to enter text. Email: Click here to enter text.

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

Anticipated start date of the BEP Certified Vendor: Click here to enter a date.

Proposed Subcontract Amount $ Click here to enter text. or Proposed % of Contract to be performed by the BEP Certified Vendor Click here to enter text.

NOTE: In instances where the contract award amount is unknown, you must indicate the percentage of the estimated contract award that will be subcontracted to the BEP Certified Vendor.

Description of work to be performed or goods/equipment to be provided by the BEP Certified Vendor: Click here to enter text.

The Vendor and the BEP Certified Vendor above hereby agree that upon the execution of a contract for the above-named project between the Vendor and the State of Illinois, the BEP Certified Vendor will perform the scope of work for the price/percentage as indicated above.

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

Click here to enter text.

Signature

Printed Name: Click here to enter text.

Title: Click here to enter text.

Date: Click here to enter text.

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

Click here to enter text.

Signature

Printed Name: Click here to enter text.

Title: Click here to enter text.

Date: Click here to enter text.

STATE OF ILLINOIS

Vendor Discount Matrix

ATTACHMENT OO

Offeror is to complete the Discount Matrix Table below and submit with Packet 1. The table is intended to provide the Tollway with a view of the discounts the Offeror can expect to obtain from their vendors as part of the Tollway's Vendor Managed Inventory Program. This matrix offers the Tollway a view of the Offeror's purchasing capabilities and their ability to provide parts and materials at the lowest possible cost. The Tollway's approximate annual spending amounts are provided to give the Offeror an understanding of the approximate annual volume of the larger purchases by manufacturer. The Offeror shall provide the discount from manufacturer's list price they are expecting to receive for the manufacturer's listed in the matrix. Offerors are to put the % discount in the table, please do not put a dollar amount in the table.

Manufacturer	Approximate Annual Expenditure	Percent Discount from Manufacturers List Price
International Trucks	$ 600,000	%
Ford Cars and Light Trucks	$ 220,000	%
General Motors Cars and Light trucks	$100,000	%
Dodge Cars and Light Trucks	$30,000	%
Firestone Tires	$300,000	%
Goodyear Tires	$60,000	%

STATE OF ILLINOIS

TRANSITION IMPLEMENTATION TIMELINE

ATTACHMENT PP

Transition Implementation Timeline																				
Hypothetical Date of Contract Signing by both parties	Tollway provides past part usage to vendor	Vendors staff is introduced to Tollway Staff	Vendor and Tollway determine final order processes	Training of Vendor staff on Tollway computer system and work orders	Training of Tollway staff by Vendor (as needed)	Vendor and Tollway I.T. set up computers and phones	Audit Of Tollway Inventory at Central Warehouse	Audit Of Tollway Inventory at Central Shop	Vendor brings in shelving and storage devices sets up at CW	First test run of Tollway to Vendor order processes	Vendor brings in stock of inventory	Vendor takes over inventory and begins order processing	Week one review	Week Two review	First invoice is reviewed	Month one review/ second invoice review	6 Week Review	Month two review	Month three review	Six month review
1/1/2014	1/3/2014	add date here	add date here	add date here	add date here	add date here	add date here	add date here	add date here	add date here	add date here	add date here	add date here	add date here	add date here	add date here	add date here	add date here	add date here	add date here

ILLINOIS STATE TOLL HIGHWAY AUTHORITY

MAINTENANCE LOCATIONS

Maintenance Building #1 – Alsip
Tri-State Tollway I-294 Milepost 12.0 – Northbound
Access from NB I294 to SB Cicero Avenue ramp.
Access from SB I294 Cicero to NB I-294 ramp.
Nearest intersection: Cicero Avenue and I-294
No official address, however, mail and UPS finds them at:
127th and Cicero in Alsip 60803

Maintenance Building #2 – Hillside
22nd Street & I294 I-294 Milepost 29.8 – Northbound
Access from NB I294 to building entrance road
Access from SB I294 to Cermak Road East to NB I-294
Nearest intersection: Cermak Road and I-294
No official address

Maintenance Building #3 – Park Ridge
Tri-State Tollway I-294 Milepost 41.9 – Northbound
Access from NB I-294 to building entrance road
Access from SB I-294 to EB Irving Park road ramp
Re-enter NB I-294 from Irving Park road to building entrance road
Nearest Intersection: Touhy and I -94
On official address: However, they have used 2800 S. River Road Des Plains 60018

Maintenance Building #4 – Gurnee
Tri-State Tollway I-94 Milepost 8.4 – Northbound
Access from NB I-294 to WB Grand Ave (Rt 132)
Access from SB I-294 to EB Grand Ave (Rt 132) to NB I-294
to WB Grand Avenue ramp.
Nearest Intersection: Grand Ave and I-94
No official address

Maintenance Building #5 – Arlington Heights
Northwest Tollway I-90 Milepost 68.3 Eastbound
Access from WB I-90 to SB Rt. 53 (I-290) to EB I-90 ramp.
Access from EB I-90 to SB Rt. 53 (I-290) ramp.
Nearest Intersection: I-90 and Rt 53 (I-290)
No official address

Maintenance Building #6 – Marengo-Hampshire
Northwest Tollway I-90 Milepost 41.9 - Northbound
Access from WB I-90 to Rt. 20
Access from EB I-90 to Rt. 20
Nearest Intersection: I-90 and Rt. 20
Address: 19 N. 559 Rt. 20 Hampshire 60140

Maintenance Building #7 – Rockford

Northwest Tollway I-90 Milepost 15.4 – Northbound
Access from WB I-90 to Business Rt. 20
Access from EB I-90 to Bypass Rt. 20
Nearest Intersection: I-90 and Rt. 20
Address: 7910 E. State Rockford 61108

Maintenance Building #8 – Naperville

East-West Tollway I-88 Milepost 127.6 – Westbound
Access from WB I-88 to Naperville Road ramp.
Access from EB I-88 to Naperville Road ramp, North on
Naperville Road to entry ramp for I-88.
Nearest Intersection: I-88 and Naperville Road
Address: 4 S. 500 Naper Blvd. Naperville 60563

Maintenance Building #11 – DeKalb

East-West Tollway I-88 Milepost 91.5 – Westbound
Access from WB I-88 to Annie Glidden Road ramp
Access from EB I-88 to Annie Glidden Road ramp
Nearest Intersections: I-88 and Annie Glidden Road
Address: 107 W. Fairview Drive DeKalb 60115

Maintenance Building #12 – Dixon

East-West Tollway I-88 Milepost 54.4 – Westbound
Access from WB I-88 to Route 26 ramp
Access from EB I-88 to Route 26 ramp
Nearest Intersection: I-88 and Route 26
Address: 1636 IL RT 26 Dixon 61021

Maintenance Building #14 – Downers Grove

North-South Tollway I-355 Milepost 21.2 – Northbound
Access from NB I-355 to building entrance.
Access from SB I-355 to EB Rt 56 (Butterfield Road) to SB Finley Road to building entrance.
Nearest Intersection: I-355 and Rt 56 (Butterfield Road)
Address: 3450 So. Finley Downers Grove 60515

STATE OF ILLINOIS

TOLLWAY FLEET VEHICLE AND EQUIPMENT LIST

ATTACHMENT RR

VENDOR MANAGED INVENTORY ATTACHMENT RR ILLINOIS TOLLWAY FLEET VEHICLE AND EQUIPMENT LIST						
Make	**Model**	**Type**	**Class**	**Year**	**Additional Description**	**Total**
CHEVROLET	IMPALA	SQUAD	100	2005		2
DODGE	CHARGER	SQUAD	101	2006		1
DODGE	CHARGER	SQUAD	101	2007		1
FORD	CROWN VICTORIA	SQUAD	102	2006		39
FORD	CROWN VICTORIA	SQUAD	102	2007		8
FORD	CROWN VICTORIA	SQUAD	102	2008		15
FORD	CROWN VICTORIA	SQUAD	102	2009		7
FORD	CROWN VICTORIA	SQUAD	102	2010		69
FORD	CROWN VICTORIA	SQUAD	102	2011		43
HARLEY DAVIDSON	MOTORCYCLE		104	2009		4
CHEVROLET	IMPALA	SEDAN	110	2005		1
CHVY	IMPALA	SEDAN	112	2008		11
FORD	TAURUS	SEDAN	112	1999		1
FORD	TAURUS	SEDAN	112	2000		1
FORD	TAURUS	SEDAN	112	2001		2
FORD	TAURUS	SEDAN	112	2002		2
MITSUBISHI	MIEV	SEDAN	113	2012		1
CHEVROLET	IMPALA	SEDAN	114	2008		1
FORD	FUSION	SEDAN	120	2012		8
CHEVROLET	SILVERADO K1500	PICKUP	200	2002		3
CHEVROLET	SILVERADO 2500HP	PICKUP	200	2003		2
GMC	C1500	PICKUP	200	1989		1
FORD	RANGER	PICKUP	201	1999		1
FORD	F250	PICKUP	201	2004		4
FORD	F250	PICKUP	201	2006		1

VENDOR MANAGED INVENTORY ATTACHMENT RR
ILLINOIS TOLLWAY FLEET VEHICLE AND EQUIPMENT LIST

Make	Model	Type	Class	Year	Additional Description	Total
FORD	F250	PICKUP	201	2007		4
FORD	F250	PICKUP	201	2009		1
FORD	F150	PICKUP	201	2007		17
FORD	F150	PICKUP	201	2008		6
FORD	F150	PICKUP	201	2010		1
DODGE	2500	PICKUP	202	2002		1
CHEVROLET	TAHOE	SUV	204	2005		1
CHEVROLET	TAHOE	SUV	204	2007		6
CHEVROLET	TAHOE	SUV	204	2009		1
CHEVROLET	TAHOE	SUV	204	2010		8
FORD	EXPLORER	SUV	206	2013		4
FORD	EXPLORER	SUV	207	2000		1
FORD	EXPLORER	SUV	207	2002		7
FORD	ESCAPE	SUV	207	2007		1
FORD	EXPLORER	SUV	207	2007		1
DODGE	DURANGO	SUV	208	2008		10
CHEVROLET	UTIL	PICKUP	212	2000	THESE UNITS HAVE SERVICE BODIES	1
CHEVROLET	UTIL	PICKUP	212	2002		1
FORD	UTIL	PICKUP	213	2006		4
FORD	UTIL	PICKUP	213	2007		1
FORD	F350	PICKUP	213	2008		1
FORD	UTIL	PICKUP	215	2001		1
FORD	WINDSTAR	MINIVAN	219	2001		1
FORD	WINDSTAR	MINIVAN	219	2002		1
CHRYSLER	VAN	MINIVAN	220	2000		2
DODGE	CARAVAN	MINIVAN	220	2002		1
DODGE	CARAVAN	MINIVAN	220	2006		4
DODGE	CARAVAN	MINIVAN	220	2007		5
DODGE	CARAVAN	MINIVAN	220	2008		4
DODGE	CARAVAN	MINIVAN	220	2009		1

VENDOR MANAGED INVENTORY ATTACHMENT RR ILLINOIS TOLLWAY FLEET VEHICLE AND EQUIPMENT LIST						
Make	**Model**	**Type**	**Class**	**Year**	**Additional Description**	**Total**
DODGE	CARAVAN	MINIVAN	220	2010		7
DODGE	CARAVAN	MINIVAN	220	2011		7
DODGE	CARAVAN	MINIVAN	220	2013		3
CHEVROLET	VAN	CARGO VAN	224	2002		3
GMC	VAN	CARGO VAN	224	2001		1
FORD	E250	CARGO VAN	225	2001		1
FORD	E350	CARGO VAN	225	2006		15
FORD	E350	CARGO VAN	225	2009		9
FORD	E350	CARGO VAN	225	2010		7
FORD	E350	CARGO VAN	225	2011		3
THOM	BUS	CARGO VAN	225	2007		1
CHEVROLET	CVAN	CARGO VAN	230	2000		1
FORD	F350	PICKUP CHASSIS	235	1998	THESE UNITS HAVE SERVICE BODIES	1
FORD	F350	PICKUP CHASSIS	235	2008		4
FORD	F350	PICKUP CHASSIS	235	2009		4
FORD	F350	PICKUP CHASSIS	235	2011		28
GMC	UTIL	PICKUP CHASSIS	236	2001		1
FORD	STKE	PICKUP CHASSIS	237	2006		2
FORD	STKE	PICKUP CHASSIS	237	2007		1
FORD	F350	PICKUP CHASSIS	237	2008		1
NAVISTAR/IH	4700	CREW CAB AND CHASSIS	241	1997	THESE UNITS HAVE FLATBED BODIES	1
NAVISTAR/IH	4700	CREW CAB AND CHASSIS	241	2000		2
NAVISTAR/IH	4700	CREW CAB AND CHASSIS	241	2001		5
NAVISTAR/IH	4300	CREW CAB AND CHASSIS	241	2003		2
NAVISTAR/IH	4300	CREW CAB AND CHASSIS	241	2007		2
NAVISTAR/IH	4300	CREW CAB AND CHASSIS	241	2010		6
NAVISTAR/IH	4300	CREW CAB AND CHASSIS	241	2011		10
NAVISTAR/IH	4300	CREW CAB AND CHASSIS	242	2008	THESE UNITS HAVE SERVICE BODIES AND WHEEL LIFTS	1
NAVISTAR/IH	4300	CREW CAB AND CHASSIS	242	2009		1
NAVISTAR/IH	4300	CREW CAB AND CHASSIS	242	2010		2

VENDOR MANAGED INVENTORY ATTACHMENT RR ILLINOIS TOLLWAY FLEET VEHICLE AND EQUIPMENT LIST						
Make	**Model**	**Type**	**Class**	**Year**	**Additional Description**	**Total**
NAVISTAR/IH	4300	CREW CAB AND CHASSIS	242	2011		9
NAVISTAR/IH	2554	PLOW TRUCK	249	1999	SINGLE AXLE PLOW TRUCKS	2
NAVISTAR/IH	4900	PLOW TRUCK	249	2000		14
NAVISTAR/IH	4900	PLOW TRUCK	249	2001		17
NAVISTAR/IH	4900	PLOW TRUCK	249	2002		3
NAVISTAR/IH	7400	PLOW TRUCK	249	2006		28
NAVISTAR/IH	7400	PLOW TRUCK	249	2007		11
NAVISTAR/IH	7400	PLOW TRUCK	249	2008		14
NAVISTAR/IH	7400	PLOW TRUCK	249	2009		2
NAVISTAR/IH	7400	PLOW TRUCK	249	2010		5
NAVISTAR/IH	7400	PLOW TRUCK	249	2011		11
NAVISTAR/IH	7400	PLOW TRUCK	249	2012		7
NAVISTAR/IH	7400	PLOW TRUCK	249	2013		9
NAVISTAR/IH	2674	PLOW TRUCK	254	1995	TANDEM AXLE PLOW TRUCKS	3
NAVISTAR/IH	2654	PLOW TRUCK	254	2000		6
NAVISTAR/IH	4900	PLOW TRUCK	254	2001		16
NAVISTAR/IH	4900	PLOW TRUCK	254	2002		3
NAVISTAR/IH	7400	PLOW TRUCK	254	2006		10
NAVISTAR/IH	7400	PLOW TRUCK	254	2007		9
NAVISTAR/IH	7400	PLOW TRUCK	254	2008		12
NAVISTAR/IH	7400	PLOW TRUCK	254	2009		12
NAVISTAR/IH	7400	PLOW TRUCK	254	2010		9
NAVISTAR/IH	7400	PLOW TRUCK	254	2011		1
NAVISTAR/IH	7400	PLOW TRUCK	254	2013		2
NAVISTAR/IH	9900	SEMI TRACTOR	263	2003	HAS FIFTH WHEEL AND WET KIT	1
NAVISTAR/IH	4700	CABAND CHASSIS	269	2002	THESE UNIT HAVE VAN BODIES BY SUPREME	1
NAVISTAR/IH	7400	CABAND CHASSIS	269	2005		1
NAVISTAR/IH	7400	CABAND CHASSIS	269	2007		1
NAVISTAR/IH	7400	CABAND CHASSIS	269	2008		2
NAVISTAR/IH	7400	CABAND CHASSIS	269	2009		2

VENDOR MANAGED INVENTORY ATTACHMENT RR
ILLINOIS TOLLWAY FLEET VEHICLE AND EQUIPMENT LIST

Make	Model	Type	Class	Year	Additional Description	Total
NAVISTAR/IH	6006	CABAND CHASSIS	270	2008		3
NAVISTAR/IH	4700	CABAND CHASSIS	272	2008	THESE UNITS ARE SERVCE TRUCKS WITH ON BOARD WELDERS AND CUTTING TORCHES	4
NAVISTAR/IH	2654	CABAND CHASSIS	274	2000	THESE UNITS HAVE EITHER ELLIOT OR NATIONAL CRANE AERIAL LIFT AND AERIAL LIFT/CRANE COMBINATIONS	
NAVISTAR/IH	4700	CABAND CHASSIS	274	2001		1
NAVISTAR/IH	4900	CABAND CHASSIS	274	2001		1
NAVISTAR/IH	4900	CABAND CHASSIS	274	2002		1
NAVISTAR/IH	4400	CABAND CHASSIS	274	2003		1
NAVISTAR/IH	7400	CABAND CHASSIS	274	2006		1
NAVISTAR/IH	4400	CABAND CHASSIS	274	2007		1
NAVISTAR/IH	7400	CABAND CHASSIS	274	2010		1
NAVISTAR/IH	7400	CABAND CHASSIS	278	2006	UNITS HAVE POST POUNDER DP MODEL 1250-15H.	1
NAVISTAR/IH	7400	CABAND CHASSIS	278	2007		1
IH	7400	CABAND CHASSIS	282	2008	THESE UNITS HAVE EITHER ELGIN, ALLIANCE, OR STEWART AMOS STREET SWEEPERS	1
NAVISTAR/IH	4300	CABAND CHASSIS	282	2003		1
NAVISTAR/IH	4300	CABAND CHASSIS	282	2007		3
NAVISTAR/IH	4300	CABAND CHASSIS	282	2012		1
FREIGHTLINER	M2106	CABAND CHASSIS	282	2010		2
MONROE	SALT SPREADER		300	2000		11
MONROE	SALT SPREADER		300	2001		10
MONROE	SALT SPREADER		300	2006		13
FLINK	SALT SPREADER		302	1987		6
FLINK	SALT SPREADER		302	1986		1
FLINK	SALT SPREADER		302	1988		3
FLINK	SALT SPREADER		302	1989		13
FLINK	SALT SPREADER		302	1990		2
FLINK	SALT SPREADER		302	1991		2
FLINK	SALT SPREADER		302	1992		1

VENDOR MANAGED INVENTORY ATTACHMENT RR
ILLINOIS TOLLWAY FLEET VEHICLE AND EQUIPMENT LIST

Make	Model	Type	Class	Year	Additional Description	Total
FLINK	SALT SPREADER		302	1993		4
FLINK	SALT SPREADER		302	1994		3
FLINK	SALT SPREADER		302	1999		2
MONROE	SALT SPREADER		302	2000		12
MONROE	SALT SPREADER		302	2001		13
MONROE	SALT SPREADER		302	2002		3
MONROE	SALT SPREADER		302	2006		9
SCHMIDT WAUSAU	SALT SPREADER		302	2010		1
MONROE	FRONT SNOW PLOW		304	2008		1
MONROE	FRONT SNOW PLOW		304	1995		4
MONROE	FRONT SNOW PLOW		304	1996		1
MONROE	FRONT SNOW PLOW		304	2000		24
MONROE	FRONT SNOW PLOW		304	2001		36
MONROE	FRONT SNOW PLOW		304	2002		6
MONROE	FRONT SNOW PLOW		304	2006		38
MONROE	FRONT SNOW PLOW		304	2007		13
MONROE	FRONT SNOW PLOW		304	2011		13
MONROE	FRONT SNOW PLOW		304	2012		8
MONROE	FRONT SNOW PLOW		304	2013		10
MONROE	FRONT SNOW PLOW		304	2007		
MONROE	FRONT SNOW PLOW		304	2004		
MONROE	FRONT SNOW PLOW		304	2004		
MONROE	FRONT SNOW PLOW		304	2004		
MONROE	FRONT SNOW PLOW		304	2004		
MONROE	FRONT SNOW PLOW		304	2004		
MONROE	FRONT SNOW PLOW		304	2004		
MONROE	FRONT SNOW PLOW		304	2004		
MONROE	FRONT SNOW PLOW		304	2004		

VENDOR MANAGED INVENTORY ATTACHMENT RR
ILLINOIS TOLLWAY FLEET VEHICLE AND EQUIPMENT LIST

Make	Model	Type	Class	Year	Additional Description	Total
MONROE	FRONT SNOW PLOW		304	2004		
MONROE	FRONT SNOW PLOW		304	2004		
MONROE	FRONT SNOW PLOW		304	2004		
MONROE	FRONT SNOW PLOW		304	2006		
MONROE	FRONT SNOW PLOW		304	2006		
MONROE	FRONT SNOW PLOW		304	2006		
MONROE	FRONT SNOW PLOW		304	2006		
MONROE	FRONT SNOW PLOW		304	2006		
MONROE	FRONT SNOW PLOW		304	2006		
MONROE	FRONT SNOW PLOW		304	2006		
MONROE	FRONT SNOW PLOW		304	2006		
MONROE	FRONT SNOW PLOW		304	2006		
MONROE	FRONT SNOW PLOW		304	2006		
MONROE	FRONT SNOW PLOW		304	2006		
MONROE	FRONT SNOW PLOW		304	2006		
MONROE	FRONT SNOW PLOW		304	2006		
MONROE	FRONT SNOW PLOW		304	2007		
MONROE	FRONT SNOW PLOW		304	2008		
MONROE	FRONT SNOW PLOW		304	2008		
MONROE	FRONT SNOW PLOW		304	2008		
MONROE	FRONT SNOW PLOW		304	2008		
MONROE	FRONT SNOW PLOW		304	2009		
MONROE	FRONT SNOW PLOW		304	2009		
MONROE	FRONT SNOW PLOW		304	2009		
MONROE	FRONT SNOW PLOW		304	2009		
MONROE	FRONT SNOW PLOW		304	2009		
MONROE	FRONT SNOW PLOW		304	2009		
MONROE	FRONT SNOW PLOW		304	2009		

VENDOR MANAGED INVENTORY ATTACHMENT RR
ILLINOIS TOLLWAY FLEET VEHICLE AND EQUIPMENT LIST

Make	Model	Type	Class	Year	Additional Description	Total
MONROE	FRONT SNOW PLOW		304	2009		
MONROE	FRONT SNOW PLOW		304	2009		
MONROE	FRONT SNOW PLOW		304	2009		
MONROE	FRONT SNOW PLOW		304	2009		
MONROE	FRONT SNOW PLOW		304	2009		
MONROE	FRONT SNOW PLOW		304	2009		
MONROE	FRONT SNOW PLOW		304	3009		
MONROE	FRONT SNOW PLOW		304	1986		
MONROE	FRONT SNOW PLOW		304	1996		
MONROE	FRONT SNOW PLOW		304	2010		
MONROE	FRONT SNOW PLOW		304	2010		
MONROE	FRONT SNOW PLOW		304	2010		
MONROE	FRONT SNOW PLOW		304	2010		
MONROE	FRONT SNOW PLOW		304	2010		
MONROE	FRONT SNOW PLOW		304	2010		
MONROE	FRONT SNOW PLOW		304	2010		
MONROE	FRONT SNOW PLOW		304	2010		
MONROE	FRONT SNOW PLOW		304	2010		
MONROE	FRONT SNOW PLOW		304	2010		
MONROE	FRONT SNOW PLOW		304	2010		
MONROE	FRONT SNOW PLOW		304	2010		
MONROE	FRONT SNOW PLOW		304	2010		
SCHMIDT WAUSAU	FRONT SNOW PLOW		304	1980		1
SCHMIDT WAUSAU	FRONT SNOW PLOW		304	1982		11
SCHMIDT WAUSAU	FRONT SNOW PLOW		304	1984		2
SCHMIDT WAUSAU	FRONT SNOW PLOW		304	1988		3
SCHMIDT WAUSAU	FRONT SNOW PLOW		304	1989		4
SCHMIDT WAUSAU	FRONT SNOW PLOW		304	1990		1

VENDOR MANAGED INVENTORY ATTACHMENT RR
ILLINOIS TOLLWAY FLEET VEHICLE AND EQUIPMENT LIST

Make	Model	Type	Class	Year	Additional Description	Total
SCHMIDT WAUSAU	FRONT SNOW PLOW		304	1991		1
SCHMIDT WAUSAU	FRONT SNOW PLOW		304	1992		1
SCHMIDT WAUSAU	FRONT SNOW PLOW		304	1994		4
SCHMIDT WAUSAU	FRONT SNOW PLOW		304	1999		2
MONROE	PATROL WING		306	2000		2
MONROE	PATROL WING		306	2001		4
MONROE	PATROL WING		306	2006		9
MONROE	PATROL WING		306	2007		2
MONROE	PATROL WING		306	2008		2
MONROE	PATROL WING		306	2009		2
MONROE	PATROL WING		306	2010		2
SCHMIDT WAUSAU	PATROL WING		306	1990		1
MONROE	PATROL WING		308	2000		4
MONROE	PATROL WING		308	2001		10
MONROE	PATROL WING		308	2002		3
MONROE	PATROL WING		308	2006		13
MONROE	PATROL WING		308	2007		4
MONROE	PATROL WING		308	2008		1
MONROE	PATROL WING		308	2009		10
MONROE	PATROL WING		308	2010		4
MONROE	PATROL WING		308	2011		1
MONROE	PATROL WING		308	2013		3
SCHMIDT WAUSAU	PATROL WING		308	1994		2
SCHMIDT WAUSAU	PATROL WING		308	1999		1
MONROE	PATROL WING		309	2001		4
MONROE	PATROL WING		309	2010		3
MONROE	PATROL WING		309	2010		
MONROE	PATROL WING		309	2010		
MONROE	V-PLOW		311	2001		4
MONROE	V-PLOW		311	2001		

VENDOR MANAGED INVENTORY ATTACHMENT RR
ILLINOIS TOLLWAY FLEET VEHICLE AND EQUIPMENT LIST

Make	Model	Type	Class	Year	Additional Description	Total
MONROE	V-PLOW		311	2001		
MONROE	V-PLOW		311	2001		
JOHN DEERE	SNOW BLOWER		312	1992		2
SNOW	SNOW BLOWER		312	2009		1
TORO	SNOW BLOWER		312	2002		2
TORO	SNOW BLOWER		312	2006		3
TORO	SNOW BLOWER		312	2010		14
TORO	SNOW BLOWER		313	2004		1
JOHN DEERE	SNOW BLOWER		313	2001		
SNOCRETE	SNOW BLOWER		313	2000	SNOCRETE 842SI	2
SNOCRETE	SNOW BLOWER		313	2002	SNOCRETE 842SI	1
SNOCRETE	SNOW BLOWER		313	2006	SNOCRETE 842SI	1
TORO	SNOW BLOWER		313	2009		3
ARIENS	SNOW BLOWER		313	2011		1
TORO	SNOW BLOWER		313	2004		5
TORO	SNOW BLOWER		313	2005		6
TORO	SNOW BLOWER		313	2007		3
TORO	SNOW BLOWER		313	2008		4
TORO	SNOW BLOWER		313	2010		8
TORO	SNOW BLOWER		313	2011		3
TEREX	TA34		375	2000	BOOM LIFT TRAILER MT	1
GENIE	PEU15DC		375	1986	AERIALLIFT TRAILER MT	1
INGERSOLL RAND	PORTABLE AIR COMRESSOR		381	1991		1
INGERSOLL RAND	PORTABLE AIR COMRESSOR		381	2002		15
SULLAIR	PORTABLE AIR COMRESSOR		381	1990		1
SULLAIR	PORTABLE AIR COMRESSOR		381	1992		1
SULLAIR	PORTABLE AIR COMRESSOR		381	2012		11
SULLAIR	PORTABLE AIR COMRESSOR		382	2011		1
SULLAIR	PORTABLE AIR COMRESSOR		382	2001		4

VENDOR MANAGED INVENTORY ATTACHMENT RR
ILLINOIS TOLLWAY FLEET VEHICLE AND EQUIPMENT LIST

Make	Model	Type	Class	Year	Additional Description	Total
	Arrow Board		386	VARIES	1995 -2010 TRAILER MOUNTED ARROWBOARD	29
	MESSAGE SIGNS		395	VARIES	2000-2009 VERMAC OR WANCO MESSAGE SIGNS	47
	Trailer mounted cameras		395	VARIES		16
	light towers		398	VARIES	MODEL LRJ4000S2	6
Crafco	CRACK SEALER		401	VARIES		1
Crafco	CRACK SEALER		401	2000		8
ROSCO	ASPHALT PATCHER		401	2008		1
LEEBOY	ASPHALT PAVER		403	2002		1
BAGELA	ASPHALT RECYCLER		404	2006		1
BAGELA	ASPHALT RECYCLER		404	2008		1
KASI	ASPHALT HEATER		404	2001	KASI INFRARED PRO HEAT	3
JOHN DEERE	BACKHOE		409	2002	310G	2
IMER	CONCRETE MIXER		411	VARIES	IMER USA MFG WORKMAN MODEL 350, 12 CU FT	6
HUSQVARNA	CHAIN SAWS		412	VARIES		19
STIHL	CHAIN SAWS		412	VARIES		11
	HAND HELD CONCRETE SAWS		415	VARIES	MILLER, PARTNER , MILWAUKEE GAS POWER CONCRETE SAWS	14
WALD	14" WALK BEHIND SAWS		416	VARIES	WALD	15
MGNM	36" CONCRETE SAWS		417	2002	MAGNUM	1
MILL	36IN		417	1987		1
CATERPILLAR	TRACK DOZER		421	2002	CAT D3G LGP	2
JOHN DEERE	TRACK DOZER		421	2001	555G	1
KOMATSU	TRACK DOZER		421	2006	KAMATSU	2
	FORK LIFTS		423	VARIES	CROWN, HYSTER, YALE FORK LIFTS,MITSUBISHI,TUSK	14
JOHN DEERE	ATV		427	2005		1
JOHN DEERE	ATV		427	2010		1
	SKID STEER		428	VARIES	BOBCAT, MUSTANG, CASE	12
JOHN DEERE	RUBBER TIRE LOADER		431	2001		6
JOHN DEERE	RUBBER TIRE LOADER		431	2009		10

VENDOR MANAGED INVENTORY ATTACHMENT RR
ILLINOIS TOLLWAY FLEET VEHICLE AND EQUIPMENT LIST

Make	Model	Type	Class	Year	Additional Description	Total
CASE	RUBBER TIRE LOADER		432	2000		3
CASE	RUBBER TIRE LOADER		432	2007		7
	PORTABLE GENERATORS		438	VARIES		56
GRADALL	3200		442	VARIES	TRACK EXCAVATORS	4
	PAVMENT BREAKERS		456	VARIES	18, 30, 60 AND 90IB	75
	WATER PUMPS		463	VARIES	2" AND 4"	38
	VIBRATORY ROLLER		467	VARIES	CASE AND DYNAPAC	9
US JETTING	JET RODDER		475	2000		1
	TOW BEHIND SWEEPER		478	VARIES	MB AND SWEEPSTER TOW BEHIND SWEEPER	1
ENERGY ABSORPTION	TRAILER MOUNTED ATTENUATOR		483	VARIES	PLEASE PROVIDE MAKE AND MODEL	40
	88" FLAIL MOWER		501	VARIES	ALAMO AND DIAMOND FLAIL 88' FLAIL MOWER	35
JOHN DEERE	BATWING MOWER		503	VARIES	JOHN DEERE 15' BATWING MOWER	15
TEXT	HAND MOWER		504	VARIES	HONDA, SENSATION, BOBCAT, TRUECUT,EXMARK,SNAPPER, MAXUM, AND OTHERS	6
ALAMO	SLOPE MOWER		507	1992	ALAMO SLOPER MOWER 23A	1
DVORAK	SPIDER SLOPE MOWER		512	2012	REMOTE CONTROL MOWER	6
CUB	ZERO TURN		514	2011	CUB CADET 72"	5
JOHN DEERE	RIDING TRACTOR		514	2001	JOHN DEERE 455 TRACTOR	1
JOHN DEERE	RIDING TRACTOR		514	2001	JOHN DEERE F911 TRACOTR	1
JOHN DEERE	RIDING TRACTOR		514	2002	M00455C093704	3
SCAG	ZERO TURN		514	2002		1
JOHN DEERE	TRCT		515	1999	JOHN DEERE 4200 72" TRACTOR	2
NEW HOLLAND	TC29		515	2001	NEW HOLLAND TC29D TRACTOR	1
NEW HOLLAND	TC29		515	2002	NEW HOLLAND TC29D TRACTOR	4
NEW HOLLAND	TC29		515	2003	NEW HOLLAND TC29D TRACTOR	2
JOHN DEERE	5220		516	2001	JOHN DEERE 5220 TRACTOR	7
JOHN DEERE	5220		516	2002	JOHN DEERE 5220 TRACTOR	4
NEW HOLLAND	4630		516	1999	NH 4630 TRACTOR	4
NEW HOLLAND	T435		516	2012	NH T435 TRACTOR	6

VENDOR MANAGED INVENTORY ATTACHMENT RR ILLINOIS TOLLWAY FLEET VEHICLE AND EQUIPMENT LIST						
Make	**Model**	**Type**	**Class**	**Year**	**Additional Description**	**Total**
JOHN DEERE	2755		517	1992	JOHN DEERE 2755 TRACTOR	1
JOHN DEERE	SLOPE MOWER		517	1992		1
JOHN DEERE	TRACTOR		517	2001	JOHN DEERE 6410 TRACTOR	8
JOHN DEERE	TRACTOR		517	2002	JOHN DEERE 6420 TRACTOR W/BOOM	6
JOHN DEERE	TRACTOR		517	2003	JOHN DEERE 6420 TRACTOR	2
JOHN DEERE	TRACTOR		517	2012	JOHN DEERE 6140 TRACTOR	7
JOHN DEERE	TRACTOR		517	2013	AWD JOHN DEERE MOWING TRACTOR	3
NEW HOLLAND	TRACTOR		517	2000	NEW HOLLAND TS110 TRACTOR	6
VERMEER	WOOD CHIPPER		518	2006	VERMEER BC1400XL	2
HONDA	TRIM		519	2001	HONDA WEED TRIMMER	2
JOHN DEERE	625		520	2011	JOHN DEER 625 VACUUM	1
ECHO	HEDGE TRIMMER		521	1992	ECHO HEDGE TRIMMER	4
TRLM	TRLR		VARIES	2002	TRAILERMAN, CRONKHITE, EVACO, REHIHAUL PRIAIRE, BEST, SUPERLINE, HILBUILT TOWMASTER, FELLER, KEYSPORT, OTHERS	2

NOTE: THIS IS NOT AND ALL INCLUSIVE LIST OF TOLLWAY VEHICLES AND EQUIPMENT. THIS LIST IS INTENDED TO OFFER A BROAD OVERVIEW OF THE EQUIPMENT IN USE AT THE TOLLWAY. THERE ARE SEVERAL MODELS BEING PHASED OUT AND NEW MODELS ARE ON ORDER OR WILL BE ON ORDER THAT ARE NOT LISTED HERE.