



## Invitation for Bids

Helicopter Charter Service

IFB# 06-0086R

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**ILLINOIS TOLLWAY**  
**INVITATION FOR BIDS #06-0086R**

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**1. INTRODUCTION**

**1.1 PURPOSE:** The Illinois Tollway (Agency/Buyer) is inviting responsible vendors to submit bids to meet the State's needs for Helicopter Charter Services. A brief description is set forth below for your convenience, with detailed requirements found in Section 7 of the IFB, "Contract Specifications (Purchase Description)," which is included with this Invitation for Bids (IFB). If you are interested and able to meet these requirements, we would appreciate and welcome a Bid.

This IFB will set forth any evaluation criteria to be used in determining product or service acceptability. It may require the submission of bid samples, descriptive literature, technical data, references, licenses, or other information or material. It may also provide for accomplishing any of the following prior to award:

- a. inspection or testing of a product or service prior to award for such characteristics as quality or workmanship;
- b. examination of such elements as appearance, finish, taste, or feel;
- c. other examinations to determine whether it conforms with any other purchase description requirements.

Unsolicited bid samples or descriptive literature however, are submitted at the bidder's risk, may not be examined or tested, will not be deemed to vary any of the provisions of the IFB, and may not be utilized by the vendor to contest a decision or understanding with the State.

Upon completion of the IFB process, if you are the selected vendor, you will be expected to enter into a binding contract with the Illinois Tollway. The Contract for Services (the Contract) will follow the format and include the contractual terms as specified in the attached sample Contract for Services. It is intended that this Contract will be utilized in those circumstances where an IFB is required.

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

Where required by law, the Illinois Tollways must utilize the IFB process outlined herein. Please read the IFB and Contract form and submit your Bid in accordance with the Instructions. The instructions for submitting Bids to respond to this IFB follow in Section 6 of the IFB, "Instructions for Preparing and Submitting Bids."

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

**1.3 BRIEF DESCRIPTION:**

This contract will provide Helicopter Charter Services for photographic and overview flights of construction projects and various Tollway work.

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**2. DEFINITIONS**

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

**Acceptance:** the point in time when the product or equipment has been fully installed and operates in compliance with the Illinois Tollway's order and the Contract, or the State otherwise indicates acceptance in writing.

**Affiliates:** any person, firm, corporation (including, without limitation, service corporation and professional corporation), partnership (including, without limitation, general partnership, limited partnership and limited liability partnership), limited liability company, joint venture, business trust, association or other entity that now or in the future directly or indirectly controls, is controlled by, or is under common control with Vendor.

**Agency/Buyer:** the agency, board, department or commission of State government responsible for entering into the Contract, monitoring performance, receiving the benefits derived from the Contract and making payments under the Contract.

**Bid:** the response to an Invitation for Bids (IFB).

**Bid Firm Time:** bids shall remain firm and unaltered after opening for the number of days shown. A Bid may be accepted, subject to successful contract negotiations, at any time during the Bid Firm Time.

**Brand Name or Equal Specification:** a specification that uses one or more manufacturer's names or catalogue numbers to describe the standard of quality, performance, and other characteristics needed to meet State requirements, and that allows the submission of equivalent products.

**Brand Name Specification:** a specification limited to one or more items by manufacturers' names or catalogue numbers.

**Change of Control:** any transaction or combination of transactions as a result of which (a) ownership of a vendor changes, (b) the sale or transfer of fifty percent (50%) or more of the beneficial ownership occurs or, (c) the divestiture, in whole or in part, of the business unit or division of a party that is obligated to produce the products and services occurs.

**CMS:** the State of Illinois Department of Central Management Services and any successor organizations.

**Code:** the Illinois Procurement Code, 30 ILCS 500/1-5 et seq. Unofficial versions of the Code and Standard Procurement Rules (44 Ill. Adm. Code 1), which are applicable to this procurement, may be viewed at <http://www.purchase.state.il.us/>.

**Contract:** The contract consists of Contract for Services included with this IFB, along with any amendments or addenda.

**Confidential Information:** any material, data, or information disclosed by either Party to the other that, pursuant to agreement of the parties or the State's grant of a proper request for confidentiality, is not generally known by or disclosed to the public or to Third Parties including, without limitation: (a) all materials, know-how, processes, trade secrets, manuals, confidential reports, services rendered by State, financial, technical and operational information, and other matters relating to the operation of a Party's business; (b) all information and materials relating to Third Party vendors of State that have provided any part of State's information or communications infrastructure to State; (c) software; and (d) any other information that the Parties agree should be kept confidential. See also subsection 7.2.6 of Section 7 of this IFB, "Public Records and Requests for Confidential Treatment."

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**Filing:** where applicable, an instrument or document submitted to a regulatory body for review and approval to allow the Vendor(s) to make the Services contained therein available for consumption.

**IFB:** the State's Invitation for Bids.

**ILCS:** Illinois Compiled Statutes. An unofficial version of the ILCS can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>

**Illinois Tollway:** the agency, board, department or commission of State government responsible for entering into the Contract, monitoring performance, receiving the benefits derived from the Contract and making payments under the Contract.

**Offer:** the Offer consists of the Bid, the Contract for Services, and all required forms and certifications—completed, signed, and returned by the Vendor.

**Order:** any written request from CMS or an Agency/Buyer for services and/or products and/or equipment pursuant to this Contract.

**Parties:** the Illinois Tollway and the Vendor.

**Performance Guarantee:** the Vendor's commitment to place some or its entire fee at risk contingent upon the Illinois Tollway's satisfaction with the work to be performed.

**Qualified Products List:** an approved list of Supplies described by model or catalogue numbers that, prior to competitive solicitation, the State has determined will meet the applicable specification requirements.

**Response:** when used in association with the term "IFB" refers to the Vendor's(s) Bid and clarifications in response to the State's Invitation for Bids.

**Responsible Bidder:** a person, company or organization who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

**Responsive Bidder:** a person who has submitted a bid that conforms in all material respects to the Invitation for Bids.

**Security:** the Vendor may be required to provide offer security (e.g., bond) with the Bid and performance security within ten (10) days of acceptance of the Bid unless a different time is specified herein. Security shall be in the form of a bond unless otherwise agreed. In the event a bond is used, a surety licensed to do business in Illinois must issue the bond on a form acceptable to the Illinois Tollway. The security shall be forfeited if the selected Vendor withdraws its Bid after the Illinois Tollway issues a Notice of Intent to Award, does not honor the terms in its Bid, or does not negotiate contract terms in good faith. Security submitted by Vendors will be returned when the Bids expire, are rejected, or the Illinois Tollway enters into a contract with the successful Vendor, whichever is earliest.

**Specifications:** any description of the physical, functional, or performance characteristics, or of the nature of a supply or service. A specification includes, as appropriate, requirements for inspecting, testing, or preparing a supply or service item for delivery. Unless the context provides otherwise, the terms "specification" and "purchase description" are used interchangeably.

**State:** the State of Illinois, as represented through any agency, department, board, or commission.

**State Facility:** any facility, site or location owned, managed, controlled or operated by the State.

**State Liaison:** when applicable, the CMS employee who shall act as a centralized liaison between Vendor(s) and Illinois Tollway with respect to all matters relating to the administration of this Contract.

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**Supplies:** the equipment, supplies, goods, or commodities defined as the subject matter of the IFB, and includes related transportation, installation, warranty, insurance, financing, or maintenance related to such supplies.

**Third Party:** any entity other than the Illinois Tollway, Vendor(s), or any of their respective Affiliates.

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**3. KEY INFORMATION ABOUT THIS IFB**

**3.1 BID NUMBER: 06-0086R**

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

Diane Titone

Buyer

**Illinois Tollway**

4S 496 Naperville Road

Naperville, Illinois 60563

(630) 241-6800 Extension 2664

Fax (630) 505-9270

[dtitone@getipass.com](mailto:dtitone@getipass.com)

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

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

Issue IFB ..... November 30, 2006

**Due/Opening Date and Time for Bids .....December 15, 2006, 10:30 AM**

**Local Time**

Anticipated Start Date ..... March 1, 2007

Anticipated Completion Date ..... February 28, 2008

Possible Renewals Through ..... February 28, 2010

**3.5 PRE-SUBMITTAL VENDOR CONFERENCE:** A Pre-Bid Conference **WILL NOT** be Held for this IFB.

**VENDOR PREQUALIFICATIONS:**

You must sign the "Vendor Prequalification Format and Signature" page and provide the information requested in the attachments. This information is used to determine whether you qualify as a "responsible" vendor. If you do not provide this information, we may not be able to consider your offer. The "Vendor Prequalification" section is arranged as follows:

Company Qualifications, Experience, and References – Attachment D (References of Clients - minimum of six)

Vendor Prequalification Format and Signature Attachment – N

Flight time to CA - Aircraft Proposed -Attachment O

Details of bidder's operational history, safety record, accident record, and proof of ability to provide charter services – Attachment P

Pilot's names and credentials, including work history, safety record and licensing - Attachment Q

Copy of all required insurance policies as requested herein.

**Note:** Pilots may be asked to undergo criminal background check, proof of alcohol and drug testing may be required. These requests cannot be denied.

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- 3.6 NUMBER OF COPIES:** Submit a **signed original and two (2) copies** of the Bid in a sealed envelope or container.
- 3.7 SUBMIT BIDS TO:** The Illinois Tollway  
Attn: Purchasing Bid Manager – 06-0086R  
2700 Ogden Avenue  
Downers Grove, IL 60515-1703

**Affix the attached label (Mailing Label) to your bid container to ensure your submission is delivered to the proper location for the bid opening. Bids may be hand-delivered to the bid opening at the location in section 3.8.**

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

**Illinois Tollway**  
**2700 Ogden Avenue**  
**Downers Grove, Illinois 60515**

(Main Entrance is on the East side of the building)

- 3.9 BID BONDS OR OTHER SECURITY:**  
Offer: [\$ or %] N/A
- 3.10 BID FIRM TIME:** 90 Days from Opening
- 3.11 PROTEST REVIEW OFFICE:**

Rosalinda Castillo  
Chief of Procurement  
**Illinois Tollway**  
2700 Ogden Avenue  
Downers Grove, Illinois 60515  
(630) 241-6800 Extension 2618  
Fax (630) 505-9270

- 3.12 SMALL BUSINESS SET-ASIDE:**  Yes  No. If "Yes" is marked this has been set-aside for award to small businesses in Illinois (30 ILCS 500/45-45). A small business (including affiliates) has annual sales for its most recently completed fiscal year less than (1) \$10,000,000 for a wholesaler; (2) \$6,000,000 for a retailer or business selling services; (3) \$10,000,000 for a construction business; and (4) must have less than 250 employees if a manufacturer. For complete requirements, contact the CMS Small Business Specialist at 800-ILL-BUYS, TDD 800-526-0844.
- 3.13 Subcontracting:**  Allowed  Not Allowed  
No part of the work may be subcontracted without the prior written approval of the Tollway.
- 3.14 Joint Ventures:**  Allowed  Not Allowed  
The Tollway must be provided with a copy of the parties' Joint Venture Agreement. The Agreement must identify which joint venturer shall serve as a single point of contact and take full contractual responsibility for the obligation.

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**4. INSTRUCTIONS FOR PREPARING AND SUBMITTING BIDS**

**4.1 GENERAL INSTRUCTIONS:**

- a. These instructions provide bidders with all necessary information for preparing and submitting a Bid to the above-listed agency or buyer. They prescribe the format and content of the Bid. They also provide dates, locations and other information specific to this solicitation. They are designed to facilitate a fair and uniform review process. Failure to adhere to this format will affect our evaluation and may result in disqualification of the Bid. For purposes of this IFB, the bidder's response to the IFB may sometimes be called a "bid."
- b. The response completed, signed and returned will constitute the Bid. An original and the designated number of copies of each Bid is required (see Section 3 of the IFB, "Key Information about this IFB"). Failure to submit the required number of copies may prevent the Bid from being evaluated within the allotted time.
- c. Your Bid must provide all information requested and must address all points. **Suggested exceptions to requirements and contract modifications are allowed so long as they do not affect the Specifications described in Section 2 of the Contract for Services, but such exceptions and modifications are discouraged. The Illinois Tollway is under no obligation to accept exceptions or modifications suggested by the Vendor (or any Third Parties/subcontractors), and any exceptions or modifications will affect our evaluation and may result in rejection.** Bids, including suggested exceptions to requirements and contract modifications, must be submitted in ink, typed, or printed form and signed by an authorized representative. The State may require that bids be submitted in electronic form. All terms to which the Vendor (or any Third Parties/subcontractors) does not suggest an exception or modification will be deemed by the Illinois Tollway as having been accepted by the Vendor. Suggested exceptions or modifications shall be made by the Vendor (or any Third Parties/subcontractors) on the relevant page containing the language to be modified or the requirement to which an exception is proposed. If the suggested changes cannot reasonably be made on the relevant page, the Vendor may include specific, suggested exceptions or modifications referencing specific paragraphs of the IFB or the Sample Contract for Services on separate pages, and shall attach those pages to the Bid as addenda.
- d. Completion of Bid Forms: The Bid forms consist of the "Specifications (Purchase Description)," "Services Vendor Agrees to Provide," "Price Quotation," and the "Standard Terms and Conditions." Bidder must complete, respond to, and submit all sections of each set of forms including attachments.
- e. The Bid must be submitted in a sealed envelope or container, and must be labeled with the following information: Illinois Tollway's Name and Address, IFB Title and Reference Number, Due Date and Time, and Vendor's Name and Address.
- f. If the Vendor designates any information in its Bid as confidential, the Vendor must also submit one (1) copy of the Bid from which confidential information has been excised. The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Bid as possible.
- g. Bids must not contain promotional or display materials.
- h. Attachments must be referenced in the Bid.

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**4.2 BID:** The following documents and responses will be included in the Bid **and tabbed as such in the order given below:**

- a. **TABLE OF CONTENTS:** The Vendor must include a table of contents in its Bid. Bids must be page numbered sequentially from front to back.
- b. **DESCRIPTION OF SERVICES TO BE PROVIDED:** The Vendor must provide a detailed description of the Services it intends to provide. Bids must be fully responsive to each Specification of the IFB, as described in Section 2 of the Contract for Services, "Specifications (Purchase Description)." Bids must identify any deviations from the stated Specifications that the Vendor cannot satisfy. Any deviations from the Specifications or any Specifications that the Vendor cannot satisfy will affect the evaluation of the Bid and may disqualify the Vendor.
- c. **CHANGES TO THE IFB:** If the Illinois Tollway issues any changes (including amendments or addenda) to this IFB, these changes must be signed by an individual authorized to legally bind the Vendor and included in the Bid.
- d. **STATE FORMS REQUIRED OF THE VENDOR:**

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

<b>Attachment A</b>	Qualification Form
<b>Attachment B</b>	Illinois Tollway and Vendor Contact Form
<b>Attachment C</b>	Business and Directory Information
<b>Attachment D</b>	References
<b>Attachment E</b>	Department of Human Rights (DHR) Public Contract Number
<b>Attachment F</b>	Minority, Female, Person with Disability Status and Subcontracting
<b>Attachment G</b>	Domestic Products Certification
<b>Attachment H</b>	Conflicts of Interest Disclosures
<b>Attachment I</b>	Taxpayer Identification Number
<b>Attachment J</b>	Information Regarding Terminations, Litigation and Debarment
<b>Attachment K</b>	Tollway Disclosure
<b>Attachment L</b>	Vendor Provided Additional Materials and Exceptions
<b>Attachment M</b>	Acknowledgement of Addenda
<b>Attachment N</b>	Vendor Prequalification Form
<b>Attachment O</b>	Aircraft Information
<b>Attachment P</b>	Business Credentials
<b>Attachment Q</b>	Pilot Credentials

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- 4.3 PRICE QUOTATION:** The Vendor will provide its Price Proposal in accordance with the specifications provided below for the Services specified in Section 7 of the IFB, "Services Required from the Vendor."

Detail pricing requirements with at least the following categories of information:

- a. **Method of determining price or rate:** Identify the method of charging (per item or other method) and provide the rate or price for all relevant Services. Pricing shall be in accordance with the unit of measure specified and only one unit price shall be quoted per item unless specifically provided below. All extensions and totals requested shall be shown. Prices quoted must be net after deducting all trade or quantity discounts. Delivery specifications must be as specified in the Contract with all transportation and handling included and paid by the Vendor.
- b. **Price for Services:** Show price in checked category only:
- Price per item
  - Extended grand total lump sum
  - Hourly rate
  - Other [*please specify*]
- c. **Expenses:** This contract does not allow for reimbursement of any expense incurred by Vendor, including but not limited to telephone or other communications device, postage, copying, travel, transportation, lodging, food, per diem and toll charges.
- d. **Payment Terms and Conditions (including when paid, frequency and retainage):** Payment will be made after completion of the Contract unless otherwise specified below.
- e. **Discounts:** N/A% discount for payment within \_\_\_\_ days of delivery. This discount will not be a factor in making the award.
- f. **Tax Exemption:** The ordering Illinois Tollway's Illinois tax exemption number is E-9988-7290-05. Federal tax exemption information is available upon request to the ordering Illinois Tollway.

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**5. HOW WE WILL EVALUATE BIDS**

**5.1 EVALUATION STEPS:** The evaluation and award process will consist of the following:

- a Review of the Bids to assess bidder responsibility.
- b Evaluation of the requirements set forth in this IFB, which may include criteria to determine acceptability such as inspection of samples, testing, quality, workmanship, delivery, and suitability for the particular purpose required by the State. Other criteria which may affect the bid price and be considered in evaluation for award include discounts, transportation costs, and total or life cycle costs. These costs will be measured objectively. No bid shall be evaluated for any requirements or criteria that are not disclosed in the IFB.
- c Clarifications, discussions, presentations and referrals to Agencies (if necessary).
- d Determine the lowest Responsible Bidder, whose bid meets the requirements and criteria set forth in this IFB.
- e Price negotiation with the low bidder is permitted to obtain a lower price for the item bid.
- f Determine whether there is any reason why it would not be in the best interests of the State to award the Contract to the lowest Responsible and Responsive Bidder.
- g Award decision by management.
- h If we select your Bid and make an award, we will post the notice to the Illinois Procurement Bulletin and may send you written notice. This notice will extend the Offer Firm Time until we sign a contract or determine negotiations with you have failed. Receipt or posting of a notice of award is not equivalent to a contract with the State. Protested awards are subject to resolution of the protest.

**5.2 CRITERIA FOR EVALUATION AND AWARD:** We evaluate four categories of information: administrative compliance, vendor responsibility, responsiveness, and price. All Bids, regardless of the type of solicitation, must meet the following administrative and responsibility criteria.

- a **Administrative Compliance:** We will determine whether the Bids complied with the Instructions for Preparing and Submitting Bids. We must reject your Bid if you submit it late. Failure to meet other requirements could result in rejection.
- b **Vendor Responsibility:** We will determine whether the Vendor submitting the Bid is one with whom we can or should do business. Factors that we may evaluate to determine “responsibility” include, but are not limited to: certifications, conflict of interest disclosures, taxpayer identification number, past performance, references (including those found outside the Bid), compliance with applicable laws, financial stability and the perceived ability to perform completely as specified. A Vendor must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the contract and must provide proof upon request. Any failure to supply information and our determination of the quality of the information will affect our evaluation and may result in rejection.
- c **Brand Name or Equal:** When the specification calls for “Brand Name or Equal,” the brand name product is acceptable. Other products will be considered upon a showing that the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics. Minor differences that do not affect the suitability of the supply or service for the State’s needs may be accepted. The Illinois Tollway reserves the right to use its discretion to eliminate Bids that are deemed unacceptable.
- d **Invitation for Bids:** We will identify the lowest cost Bid and may rank the others in order of price. The Responsible Vendor who submitted the lowest cost Bid that meets “administrative” and “responsiveness” requirements shall be eligible for the award.

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**6. ILLINOIS PROCUREMENT NOTICES AND REQUIREMENTS**

**6.1 NOTICES AND REQUIREMENTS FOR THIS IFB:**

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

**6.2 NOTICES AND REQUIREMENTS OF THE BID:**

- a **SUBMISSION OF BIDS:** You may mail or hand-deliver bids. We do not allow computer, fax, or other electronic submissions unless otherwise authorized. We must actually receive submissions as specified. It will not be sufficient to show that you mailed or commenced delivery before the due date and time. All times are Illinois Tollway local times. You must allow adequate time to accommodate all security screenings prior to delivery at the delivery site.
- b **MODIFICATION / WITHDRAWAL OF BID:** Written requests to withdraw or correct inadvertently erroneous bids, received before the time and date set for opening of bids, will be allowed according to the following rules. Any withdrawal or modification of a bid received after the time and date set for opening of bids is late and will not be considered. If received at other than the specified location, the submission is late and will not be considered. After bid opening, no changes in bid prices or other provisions prejudicial to the interest of the State or fair competition shall be permitted. Requests must be addressed and labeled in the same manner as the Bid and marked as a MODIFICATION or WITHDRAWAL of the Bid.
- c **LATE DELIVERY:** We will not consider Bids received at the designated submission location after the stated due date and time.
- d **RESERVATIONS:** We reserve the right to reject all Bids; to reject individual Bids for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; and to waive minor defects. We may seek clarification of the Bid from you at any time, and failure to respond is cause for rejection. Clarification is not an opportunity to change the Bid. Submission of a Bid confers on you no right to an award or to a subsequent contract. The IFB process is for the State's benefit only and is to provide the State with competitive information to assist in the selection

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process. All decisions on compliance, evaluation, terms and conditions will be made solely at our discretion and made to favor the State.

- e **COST OF PREPARATION:** We are not responsible for and will not pay any costs associated with the preparation and submission of your Bid.
- f **PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:** The Illinois Tollway may treat all information submitted by a Vendor as public information following the conclusion of the selection process unless the Vendor properly requests that information be treated as confidential at the time of Bid submittal. All information submitted is subject to the Illinois Freedom of Information Act ("IFOIA") (5 ILCS 140), the Code, and other applicable laws and rules.
  - 1 Vendors are encouraged to familiarize themselves with the IFOIA and the Code before submitting a Bid. The Illinois Tollway will copy public records as required to comply with the public records laws. Any request for confidential treatment of information must be included in the Attachment A with the Vendor's Bid. In addition, the Vendor must enumerate the specific grounds in the IFOIA, the Code, or other applicable law which support treatment of the material as exempt from disclosure and explain why disclosure is not in the best interest of the public. The request for confidential treatment of information must also include the name, address, and telephone number of the person authorized by the Vendor to respond to any inquiries by the Illinois Tollway concerning the confidential status of the materials.
  - 2 Any Bid submitted which contains confidential information must be conspicuously marked on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. Identification of the entire Bid as confidential may be deemed non-responsive and disqualify the Vendor. If the Vendor designates any portion of the IFB as confidential, the Vendor must submit one copy of the Bid from which the confidential information has been excised. This excised copy is in addition to the number of copies requested in Section 3 of the IFB, "Key Information about this IFB." The confidential material must be excised in such a way as to allow the public to determine the general nature of the material removed and to retain as much of the Bid as possible.
  - 3 The Illinois Tollway will treat as confidential the information marked confidential. In the event the Illinois Tollway receives a request for information marked confidential, it will give the Vendor written notice five (5) calendar days prior to the release of the information to allow the Vendor to seek injunctive relief pursuant to the IFOIA or the Code. Absent the granting of such relief, the Illinois Tollway shall release the information ten (10) calendar days after the information request. The Vendor's failure to request confidential treatment of material will be deemed by the Illinois Tollway as a waiver of any right to confidentiality which the Vendor may have had.
  - 4 Upon award, the name of the successful Vendor and price as well as sufficient information from that Bid will be made available to the public to allow for meaningful review and protest regardless of any claim of exemption. After award, we will disclose only the name of the unsuccessful Offerors. Any release of information is governed by the IFOIA, the Code and any other applicable law or statute.

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- g **DISQUALIFICATION:** The following are cause for disqualification of the Bid, depending on the circumstances:
- The Vendor fails to deliver the Bid by the due date and time.
  - The Vendor fails to meet one or more requirements of the IFB.
  - The Vendor's Bid materially changes one or more requirements of the IFB.
  - The Vendor's Bid limits the rights of the Illinois Tollway.
  - The Vendor fails to include information necessary to substantiate that it will be able to provide required Services. A response of "will comply" or merely repeating the required Services is not sufficient. Responses must indicate present capability; representations that future developments will satisfy the required Services are not sufficient.
  - The Vendor fails to respond to the Illinois Tollway's request for information, documents, or references.
  - The Vendor fails to include a bid bond (if required).
  - The Vendor fails to include any signature, certification, authorization, stipulation, disclosure or guarantee requested in this IFB.
  - The Vendor provides misleading or inaccurate responses.
  - The Vendor fails to attend a mandatory Pre-Bid Conference.
- h **NONMATERIAL AND MATERIAL VARIANCES:** The Illinois Tollway reserves the right to waive or permit cure of nonmaterial variances in the Bid if it is in the Illinois Tollway's best interest to do so. "Nonmaterial variances" include minor informalities that do not affect responsiveness; that are merely a matter of form or format; that do not prejudice other vendors; that do not change the meaning or scope of the IFB; or that do not reflect a material change in Section 7 of the IFB, "Specifications (Purchase Description)." In the event the Illinois Tollway waives or permits cure of nonmaterial variances, such waiver or cure will not modify the IFB requirements or excuse the Vendor from full compliance with IFB specifications or other contract requirements if the Vendor is awarded the contract. The determination of materiality is in the sole discretion of the Illinois Tollway.
- i **VERIFICATION OF BID CONTENTS:** The content of a Bid submitted by a Vendor is subject to verification. Misleading or inaccurate responses may result in disqualification.
- j **PRESENTATIONS:** Vendors may be required to make a presentation of the Bid. The presentation may occur at the Illinois Tollway's offices or at the offices of the Vendor. The determination as to need for presentations, the location, order, and schedule of the presentations is at the sole discretion of the Illinois Tollway. The presentation may include slides, graphics and other media selected by the Vendor to illustrate the Vendor's Bid. The presentation will not materially change the information contained in the Bid.
- k **RESTRICTIONS ON GIFTS AND ACTIVITIES:** The Code and the State Officials and Employees Ethics Act ("the Act") (**5 ILCS 430**) restrict gifts which may be given or received by State employees and require certain individuals to disclose information concerning their activities with state government. Vendors are responsible to determine the applicability of the Code and the Act and any other legal requirements to their activities and to comply with those requirements. In addition, under Illinois law, it is a felony offense to bribe or attempt to bribe a public official.

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**6.3 NOTICES AND REQUIREMENTS OF THE VENDOR FIRM:**

- a **PUBLIC CONTRACTS NUMBER:** Vendors with 15 or more employees must have a Public Contracts Number issued by (or completed application submitted to) the Illinois Department of Human Rights (DHR) prior to the opening date. Contact DHR at (312) 814-2431.
- b **OUT OF STATE COMPANIES:** Please contact the Illinois Secretary of State ((217) 782-1834) regarding a Certificate of Authority to Transact Business in Illinois. Application Form BCA 13.15 may be downloaded from

[http://www.cyberdriveillinois.com/departments/business\\_services/publications\\_and\\_forms/bca.html](http://www.cyberdriveillinois.com/departments/business_services/publications_and_forms/bca.html).

It is entirely the Vendor's responsibility to determine whether the Vendor is required to obtain a Certificate of Authority to Transact Business in Illinois, and if so to obtain that Certificate via the filing of the required form and payment of any required fees and taxes.

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

**6.4 NOTICES AND REQUIREMENTS FOR THE REVIEW AND EVALUATION OF BIDS:**

- a **INFORMATION FROM OTHER SOURCES:** The Illinois Tollway reserves the right to obtain and consider information from other sources concerning a Vendor, such as the Vendor's capability and performance under other contracts.
- b **CRIMINAL HISTORY AND BACKGROUND INVESTIGATION:** The Illinois Tollway reserves the right to conduct criminal history and other background investigation of the Vendor, its officers, directors, shareholders, or partners and managerial and supervisory personnel retained by the Vendor for the performance of the contract.
- c **BID CLARIFICATION PROCESS:** The Illinois Tollway reserves the right to contact a Vendor after the submission of Bids for the purpose of clarifying a Bid to ensure mutual understanding. This contact may include written questions, interviews, site visits, a review of past performance if the Vendor has provided goods or services to the Illinois Tollway or any other political subdivision wherever located, or requests for corrective pages in the Vendor's Bid. The Illinois Tollway will not consider information received if the information materially alters the content of the Bid or alters the type of goods and services the Vendor is offering to the Illinois Tollway. An individual authorized to legally bind the Vendor must sign responses to any request for clarification. Responses must be submitted to the Illinois Tollway within the time specified in the request. Failure to comply with requests for additional information may result in rejection of the Bid as noncompliant.
- d **DISPOSITION OF BIDS:** Ordinarily, all Bids become the property of the Illinois Tollway and will not be returned to the Vendor. Those Bids will be in the public domain and will be open to inspection by interested parties, subject to exceptions provided in the IFOIA, the Code, or other applicable law.
- e **COPYRIGHTS:** By submitting a Bid, the Vendor agrees that the Illinois Tollway may copy the Bid for purposes of facilitating the evaluation of the Bid or to respond to requests for public records. The Vendor consents to such copying by submitting a Bid and warrants that such copying will not violate the rights of any third party. The Illinois Tollway will have the right to use ideas or adaptations of ideas that are presented in the Bids.

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**6.5 NOTICES AND REQUIREMENTS FOR AWARD AND PROTESTS:**

- a **NOTICE OF AWARD:** The Illinois Tollway will publish a Notice of Award in the electronic Illinois Procurement Bulletin (Supplies and Services Edition). Notice of Award information may not be available in any other form or location. The Vendor may register to view and download procurement information at <http://www.purchase.state.il.us>.
- b **PROTESTS:** If you object to any provision of the IFB, believe we improperly rejected your Bid, or believe the selected Bid is not in the State's best interests, you may submit a written protest. We must actually receive the protest within 7 calendar days after you know or should have known of the facts giving rise to the protest. You will be deemed to have notice as of the date of the Notice of Award publication in the Illinois Procurement Bulletin, unless you had earlier actual notice. You must submit your protest to the Protest Review Office listed in Section 3 of the IFB, "Key Information about this IFB" or if there is no such designation, to the IFB contact listed in Section 3.2. The State will consider only written protests that are properly and timely submitted. The State will issue a written decision and that decision is final.

**6.6 NOTICES AND REQUIREMENTS FOR CONTRACTS RESULTING FROM THE IFB:**

- a **CONTRACT NEGOTIATIONS:** Vendors must be prepared for the Illinois Tollway to accept the Bid as submitted, but contract negotiations may be necessary or desirable at the State's sole option. If negotiations do not result in an acceptable agreement, the Illinois Tollway may reject the Bid or revoke the award and may begin negotiations with another vendor. Final contract terms must be approved or signed by the appropriately authorized State official(s).
- b **COMMENCEMENT OF WORK:** If you begin any billable work prior to the State's final approval and execution of the contract, you do so at your own risk.
- c **DEFINITION OF CONTRACT:** The Contract for Services included with this IFB, along with any amendments or addenda will constitute the written Contract between the successful Vendor and the Illinois Tollway. The full execution of this written Contract will constitute the making of a Contract for Services and no Vendor will acquire any legal or equitable rights relative to the Contract for Services until the Contract has been fully executed by the successful Vendor and the Illinois Tollway.
- d **CHOICE OF LAW AND FORUM:** This IFB and the resulting contract are to be governed by the laws of the Illinois Tollway. Changes in applicable laws and rules may affect the award process or the resulting contract. Vendors are responsible for ascertaining pertinent legal requirements and restrictions. Any and all litigation or actions commenced in connection with this IFB will be brought in the appropriate Illinois forum.
- e **NO MINIMUM GUARANTEED:** The Illinois Tollway anticipates that the selected Vendor will provide Services, as requested by the Illinois Tollway. The Illinois Tollway will not guarantee any minimum compensation will be paid to the Vendor or any minimum purchase of the Vendor's Services, unless specifically identified in the Contract.

**END OF INVITATION FOR BID**

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**CONTRACT FOR SERVICES**

The following pages, including any attachments or amendments, will constitute the binding and enforceable contract between the Illinois Tollway and the Vendor based upon the submission of the bid and any subsequent negotiations. The Contract is arranged as follows:

Section:

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

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**7. SERVICES VENDOR AGREES TO PROVIDE**

The Illinois Tollway is seeking vendors to provide Helicopter Charter Services as specified within this IFB.

**7.1 Illinois Tollway's Goals and Objectives:**

The Illinois Tollway is dedicated to providing the highest quality service to those who use our roads. We are looking for vendors who share that commitment and will help us meet that goal; to provide safe, cost effective helicopter charter services for Illinois Tollway staff. Additionally to provide emergency flight services for Illinois Tollway staff when public safety is critical.

**7.2 Scope of Work Required:**

Flight types includes but are **not limited to:**

- Assisting State Police in Investigations/Incidents
- Construction Program Flights/Construction Progress Photo Flights
- Sale/Purchase Of Property Photo and Overview Flight Photos/Video
- Drainage Survey - Post Storm
- Accident Response/Accident Data - Photos
- Maintenance Section Annual Over-Flights
- Emergency Flights/Traffic Control, Accident Response
- Microwave Path Analysis And Survey
- Plaza Traffic Back-Up Analysis
- Late Payroll Distribution
- Staff Transportation

**b Flight Locations/Destinations:**

Unless otherwise scheduled, Illinois Tollway personnel will be picked up at the Illinois Tollway's headquarters in Downers Grove, Illinois. The Tollway may elect to have personnel travel to the successful bidder's location to originate a flight.

Most flights will be following or to/from points on/along the four (4) Tollway's (I-90, I-294/94, I-88, I-355). However, some flights may be to other destinations. These may include class B, C, and D airspace.

**c Availability:**

Scheduled Flights:

On call as needed (most flights will be scheduled between 7:00 a.m. and 4:30 p.m.).

There will typically be 24-hour notice for scheduled flights.

Weekend/off hours/emergency:

Successful bidder is expected to be available 24/7 and respond via telephone to the proper Illinois Tollway personnel within fifteen minutes of a page or call. Successful bidders' aircraft (if requested by the Illinois Tollway) shall be in flight within 60 minutes (maximum) after receiving a call for service.

**7.3 Contract Award:**

The Illinois Tollway expects to award this contract to multiple bidders. After bid award and as flights are required, the Illinois Tollway will evaluate each flight independently and utilize the most effective service provider for the flight in question, taking into consideration the distance, response time and aircraft requirements. This is not an exclusive contract and other flight services may be used if the contracted flight service providers are unable to meet flight requirements. By submitting a bid, you automatically agree to all terms and conditions contained herein.

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**7.4 Other Specifications:**

- The first thirty (30) minutes of total on-the-ground time (per flight) will be at no charge to the Illinois Tollway. Note: refueling time shall not be considered "on-the-ground" or flight time. The Illinois Tollway shall determine what is considered "flight" and "on-the-ground" and will be fair and just in its determination(s).
- All aircraft shall be turbine engine design and include all required avionics for day and night flights.
- All aircraft must have adequate heating and air conditioning.
- All aircraft must have an intercom system for passengers to communicate with each other and to the pilot.
- Aircraft shall have all FAA and manufacturer mandated safety, maintenance, and repairs performed in accordance with all regulations and normal operating procedures. If requested by the Illinois Tollway, the successful bidder shall supply documentation showing that all required safety and maintenance related items for airworthiness have been completed and performed by qualified repair technicians/service centers.
- Bidders are required to notify the Illinois Tollway when one of their aircraft is out of commission or unavailable for extended periods of time.
- On rare occasion a flight may be considered an "Emergency Public Safety Flight". In this case the Charter Service is expected to give priority to the Illinois Tollway for flight scheduling and respond accordingly.

**Note:** Bidders are not required to have all helicopter types, as noted in this contract, to be considered for bid award.

**7.5 Contract Monitoring:**

- a Vendors are responsible for the faithful performance of the contract and shall have internal monitoring procedures and processes to ensure compliance.
- b The State reserves the right to monitor and track Vendor's performance over the course of the contract including any warranty term. The information gathered may be used in administration of the contract including payment, and may be used when evaluation the vendor in future procurements.
- c In appropriate circumstances, the State and the Vendor will work together to develop a performance scorecard with conditions, milestones, requirements, or timetables that must be met before additional steps may be taken or payment is due. The scorecard may additionally record matters related to price, service, quality and other factors deemed important.
- d The Vendor shall cooperate with the State in this monitoring and tracking activity, which may require that vendor report progress and problems (with proposed resolutions), provide records of its performance, allow random inspections of its facilities, participate in scheduled meetings and provide management reports as requested by the State.
- e The State expects to have quality vendors who are willing to work with us during the term of the contract to provide us with better quality at the same price, or to provide the same quality at a lower price.

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- 7.6 Extension:**  
The Illinois Tollway reserves the right to extend the term of this contract for a period not to exceed ninety (90) days, provided however, that the Illinois Tollway shall give written notice of its intentions to extend this contract no later than thirty (30) days prior to the expiration date of the contract.
- 7.7 Early Termination:**  
The State reserves the rights to terminate this contract without cause and without penalty or further payment being required upon 30 days prior written notice. Upon exercise of this right, AGENCY shall pay VENDOR for supplies and services satisfactorily provided and for authorized expenses incurred up to the time of termination.
- 7.8 Contract Renewal:**  
At the end of the initial term of this contract, the Illinois Tollway may initiate two (2) 1-year renewals provided both parties agree to such extension in writing at least 30 days prior to the expiration of the contract. The decision to renew a contract rests entirely with the Illinois Tollway.
- 7.9 Economic Adjustment Clause:**  
Prices quoted may not be changed during the life of the contract, except if a general increase or decrease occurs in the fuel industry. The prices may be adjusted upon presentation of such change and acceptance of same by the Fleet Manager. Request for such change shall be in writing and must be received not less than thirty (30) days prior to the effective date.
- 7.10 Term of Contract:**  
Anticipated Start Date..... March 1, 2007  
Anticipated Completion Date ..... February 28, 2008  
Possible Renewals two (2) one (1) year renewals through February 28, 2010

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**8. PRICE**

Single - Engine up to four passengers	\$	Per Flight Hour
	\$	Per On-Ground Hour
Single - Engine six passengers or more	\$	Per Flight Hour
	\$	Per On-Ground Hour
Dual - Engine six passengers or more	\$	Per Flight Hour
	\$	Per On-Ground Hour

**Note:** Bidders are not required to have all helicopter types, as noted in this contract, to be considered for bid award.

Name of Company	Telephone Number
Name of person who prepared this bid	e-mail address
<b>Due Date: December 15 2006</b>	
Illinois Tollway Legal Department Witness	Illinois Tollway Using Department Witness

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**9. TERMS AND CONDITIONS**

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

**9.2 BILLING AND PAYMENT:**

a **BILLING:** The Illinois Tollway's billing practices are set out as follows and Vendor is presumed to have read and understands the following procedures:

- 1 Vendor shall submit invoices to the address, on the schedule and with the detail required by the ordering Illinois Tollway.
- 2 Vendor shall not bill for any taxes unless a statement is attached to the bill identifying the tax and showing why it is legally chargeable to the State. The State does not warrant the interest component of any payment, including installment payments, are exempt from income tax liability.
- 3 By submitting an invoice Vendor certifies that the equipment, supplies and/or services provided meet all requirements of the Contract, and the amount billed and expenses incurred are as allowed in the Contract.

b **PAYMENT:**

- 1 The Illinois Tollway shall not be liable to pay for any equipment and/or supplies provided and/or services rendered, including related expenses subject of this Contract incurred prior to the beginning of the term of this Contract. Any Contract or order labeled "subject to financing" or words to similar effect are subject to the Illinois Tollway obtaining suitable financing.
- 2 The approved invoice amount will be paid less any retainage and previous partial payments. Final payment shall be made upon determination by the Illinois Tollway that all requirements under this Contract have been completed; such determination shall not be unreasonably withheld. The final payment will be made subject to adjustment after completion of an audit of vendor's records as provided for in this Contract.
- 3 Any contract or order requiring payment of financing interest is subject to the interest rate limitation set by law of the greater of 9% or 125% of the G.O. Bond Index **(30 ILCS 305/1)**.
- 4 As a condition of payment, Vendor must pay its employees prevailing wages when required by law (e.g., public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resources services, security guard and food service), and must pay its suppliers and subcontractors providing lien waivers on request **(30 ILCS 500/25-60(b))**. We have the authority to request certified payrolls. Any stipulation made by Vendor to pay prevailing wages shall be deemed to be incorporated in the project specifications as if specifically set forth therein **(820 ILCS 130/4(a))**.

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

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- d **SET-OFF AGAINST SUMS OWED TO THE VENDOR:** The State may set off any sum owed to the Vendor on account of any debt owed to the State, unless otherwise required by law, in accordance with the State Comptroller Act (**15 ILCS 405**). The Vendor agrees that this provision constitutes proper and timely notice under the law of setoff.
- e **AVAILABILITY OF APPROPRIATIONS (30 ILCS 500/20-60):** Illinois Tollway shall use its best efforts to secure sufficient appropriations to fund this CONTRACT. However, the Illinois Tollway's obligations hereunder shall cease immediately, without penalty or further payment being required, if: (a) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation; (b) adequate funds are not appropriated or granted the Illinois Tollway by the Illinois General Assembly or the federal funding source, to allow the Illinois Tollway to operate as required and to fulfill its obligations under the Contract; or (c) funds appropriated are de-appropriated or not allocated, or if funds needed by the Illinois Tollway, at the Illinois Tollway's sole discretion, are insufficient for any reason. Illinois Tollway shall give Vendor notice of insufficient funding as soon as practicable. Vendor's obligation to perform shall cease upon receipt of the notice.

**9.3 DELIVERY:**

- a **MINIMUM ORDER:** It is required that the minimum order be as specified in the Contract. If the bidder's minimum order requirement is less than that specified in the Contract, that minimum shall become the minimum order if a Contract is awarded to the Vendor.
- b **DELIVERY POINT:** Unless otherwise specified in Section 7 of the Contract, "Services Vendor Agrees to Provide", all Services to be provided under this Contract will be delivered, at Vendor's expense, to locations specified by the State, and title and risk of loss to said Services will pass to the State at the time of delivery to such locations.
- c **PACKAGING:** The pack sizes indicated in the IFB, if any, represent the sizes currently used by the industry. The bidder is requested to provide packaging that most closely meets these packaging sizes. However, bidders can submit alternates. The State reserves the right of final approval on packaging offered by the bidder. Packaging and containers, etc. shall be in accordance with supplier's commercial practice and shall meet the requirements of the Department of Transportation (D.O.T.) and rail and motor carrier freight classifications in effect at time of shipment, which will permit application of the lowest freight rate.
- d **PALLETIZING:** Unless specified otherwise in the Contract or elsewhere within the Bid document, shipments shall be palletized whenever possible and shall conform to the following:
  - 1 Manufacturers' standard 4-way shipping pallets are acceptable.
  - 2 Maximum Height: 7 feet, including pallet.
  - 3 Maximum Weight: 3500 pounds, including pallet.
  - 4 Pallets are to be securely banded or shrink-wrapped.
  - 5 The cost of palletizing must be included in the unit price.

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**9.4 QUALITY ASSURANCE:**

- a **TESTING:** The State reserves the right to periodically test products which have been received to verify compliance with specifications. If laboratory analysis shows that the product does not meet specifications or fails to perform satisfactorily at any time, the Contractor shall be responsible for:
  - 1 All costs of testing and laboratory analysis.
  - 2 Disposal of/or replacement of all products which fail to meet specifications.
  - 3 All costs of repair and/or replacement of equipment deemed to have been damaged by substandard products as determined by the State.
- b **INSPECTION:** All Supplies are subject to inspection and testing. In the event Supplies are defective in material or workmanship, or otherwise fail to meet the requirements of the Contract, the State shall have the right to reject the Supplies or retain the Supplies and correct the defects. The bidder shall pay the State for expenses incurred in correcting defects. Rejected Supplies will be held for 45 days after delivery. The bidder must arrange for the return of said Supplies, including paying for handling, packing, and transportation costs. The State also has the authority to dispose of the Supplies without further liability to the State in the event the Contractor fails to make arrangements within the specified time.

**9.5 VENDOR PERFORMANCE AND RESPONSIBILITIES:**

- a **CONSULTATION:** Vendor shall keep the Illinois Tollway 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 Illinois Tollway the opportunity to review relevant documents prior to filing with any public body or adversarial party.
- b **PERFORMANCE REVIEWS:**
  - 1 The State or Illinois Tollway may conduct a performance review of the Vendor's performance under the Contract. The Vendor shall cooperate with the State or Illinois Tollway in this review, which may require that the Vendor provide records of its performance and billing. Vendor shall provide any required information within 30 days of the Illinois Tollway's request. This performance review may be used by any State agency in determining whether to enter into other contractual relationships with the Vendor.
  - 2 Vendor shall have and maintain, during the term of this contract, internal procedures and processes to monitor performance to ensure full compliance with the contract. Vendor shall disclose such procedures and processes to the State upon request.
  - 3 At the direction of the State, Vendor and State shall work together to develop a performance scorecard to record relevant facts related to performance as well as establishing conditions, milestones, requirements or timetables that must be met before additional steps may be taken or payment is due.
- c **AUDIT/RETENTION OF RECORDS (30 ILCS 500/20-65):** Vendor and its subcontractors shall maintain books and records relating to performance of the Contract or subcontract and necessary to support amounts charged to the State under the Contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of 3 years from the later of the date of final payment under the Contract or completion of the Contract, and by the subcontractor for a period of 3 years from the later of the date of final payment under the subcontract or completion of the subcontract. The 3-year period shall be extended for the duration of any audit in progress during the term. Books and records required to be maintained under this section shall be available for

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review or audit by representatives of the Auditor General, the Illinois Tollway, the Inspector General and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Contract for which adequate books and records are not available to support the purported disbursement. The Vendor shall not impose a charge for audit or examination of the Vendor's books and records. If federal funds are used to pay contract costs, the Vendor must retain its records for five years. If only state funds are involved, three years is sufficient.

- d **SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and shall in any event be performed so as to minimize inconvenience to the State and its personnel and minimize interference with the State's operations.
- e **RESPONSIBILITY FOR AGENTS AND EMPLOYEES:** Vendor shall be responsible for the negligent acts and omissions of its agents, employees and subcontractors in their performance of Vendor's duties under this CONTRACT. Vendor represents that it shall utilize the services of individuals skilled in the profession for which they will be used in performing services hereunder. In the event that the Illinois Tollway determines that any individual performing services for Vendor hereunder is not providing such skilled services, it shall promptly so notify Vendor and Vendor shall replace that individual.
- f **ASSIGNMENT AND DELEGATION:**
  - 1 This Contract may not be assigned, transferred or conveyed in whole or in part by the Vendor without the prior written consent of the State. For the purpose of construing this clause, a transfer of a controlling interest in the Vendor shall be considered an assignment.
  - 2 After notice, the Illinois Tollway may transfer the Contract or payment responsibility to another State Agency, or assign the Contract to a third-party for financing purposes.
- g **USE OF THIRD PARTIES:**
  - 1 This contract may or may not allow the use of third parties for the performance of any of the Vendor's obligations under this Contract. However, if third parties are allowed, all subcontracts shall be subject to prior approval by the Illinois Tollway. Therefore, the Vendor must obtain the Illinois Tollway's prior written consent before allowing any Third Party to perform any of the Vendor's obligations under this Contract.
  - 2 A Vendor who obtains the Illinois Tollway's prior written consent and subsequently enters into a contract with a Third Party for performance of any of the Vendor's obligations under this Contract remains responsible for all services performed under this Contract. All restrictions, obligations and responsibilities of the Vendor under this Contract shall also apply fully and completely to subcontractors. This includes requiring all subcontractors to submit certifications and disclosures to Illinois Tollway for review and approval upon request. The Illinois Tollway shall have the right to request the removal of a subcontractor from the Contract for good cause.
  - 3 If Vendor is unable to secure or maintain key personnel named in the Contract to render the services, Vendor shall not be relieved of its obligations to complete performance. Illinois Tollway shall have the option to accept a substitute or to terminate the Contract.

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- h **LICENSE:** Vendor, directly or through its employees, shall have and maintain any required license. With written consent of the Illinois Tollway, Vendor may meet the license requirement through a subcontractor.
- i **MAINTENANCE ASSURANCE:**
- 1 The Illinois Tollway reserves the right to maintain any equipment purchased under this Contract using Illinois Tollway personnel or third-party maintainers. In such case, Vendor shall provide the Illinois Tollway or its maintenance provider with such services, documentation, materials and parts under reasonable terms and conditions and at reasonable costs. The Illinois Tollway reserves the right to return to Vendor's maintenance following written certification by Vendor that the equipment is eligible for Vendor's maintenance. Vendor's standard charges for the certification inspection, plus any applicable charges required to bring the equipment into eligibility for Vendor's maintenance shall apply. Exercise of these rights by the Illinois Tollway shall be without penalty or sanction by Vendor.
  - 2 If Vendor discontinues service or maintenance of equipment or software provided under this Contract, Vendor shall provide to the Illinois Tollway, at no cost, adequate documentation and access to specialized or proprietary tools to allow the Illinois Tollway or a subcontractor to maintain the equipment or software. This provision shall not apply if Vendor arranges for continued service and maintenance through another vendor and at a price acceptable to the Illinois Tollway.
- j **SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the Illinois Tollway during the term of this Contract to perform any work required by the terms of this Contract. As a condition of this Contract, the Vendor shall give notice immediately to the Illinois Tollway's director if Vendor solicits or intends to solicit for employment any of the Illinois Tollway's employees during the term of this Contract. Illinois Tollway has no authority to contractually refuse to hire Vendor's employees who apply to the State for employment.
- k **FORCE MAJEURE:** Failure by either party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control, including acts of nature, acts of the public enemy, riots, labor or material shortages, labor disputes, fire, flood, explosion, legislation, and governmental regulation.
- l **TAX COMPLIANCE:** Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes.
- m **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or suppliers. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract.
- n **ANTITRUST ASSIGNMENT:** Vendor hereby assigns sells and transfers to the Illinois Tollway all right, title and interest in and to any claims and causes of action arising under antitrust laws of Illinois or the United States relating to the subject matter of the Contract.

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**9.6 CONFIDENTIALITY AND WORK PRODUCT:**

- a **CONFIDENTIALITY:** Vendor's employees, agents and subcontractors may have access to confidential data maintained by the Illinois Tollway to the extent necessary to carry out its responsibilities under the Contract. As such, the following applies unless agreed to otherwise in writing:
- 1 Vendor shall presume that all information received pursuant to this Contract is confidential unless otherwise designated by the Illinois Tollway;
  - 2 Vendor shall provide to the Illinois Tollway a written description of its policies and procedures to safeguard confidential information. Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
  - 3 Vendor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Vendor in connection with the performance of the Contract;
  - 4 Vendor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of this Contract;
  - 5 The private or confidential data shall remain the property of the Illinois Tollway at all times.
- b **CONFIDENTIAL INFORMATION MAY NOT BE DISSEMINATED:** No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the Illinois Tollway, either during the period of the Contract or thereafter. Any data supplied to or created by the Vendor shall be considered the property of the Illinois Tollway. The Vendor must return any and all data collected, maintained, created or used in the course of the performance of the Contract in whatever form it is maintained promptly at the request of the Illinois Tollway.
- c **SUBPOENA:** In the event that a subpoena or other legal process is served upon the Vendor for records containing confidential information, the Vendor shall promptly notify the Illinois Tollway and cooperate with the Illinois Tollway in any lawful effort to protect the confidential information.
- d **REPORTING UNAUTHORIZED DISCLOSURES:** The Vendor shall immediately report to the Illinois Tollway any unauthorized disclosure of confidential information.
- e **SURVIVES TERMINATION:** Vendor's obligations regarding Confidential Information and Work Product Usage under this Contract shall survive termination of this Contract.

**9.7 INDEMNIFICATION AND LIABILITY:**

- a **BY THE VENDOR:** The Vendor agrees to indemnify and hold harmless the Illinois Tollway and the Illinois Tollway, its officers, employees and agents (appointed and elected) and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, and the costs and expenses and reasonable attorneys' fees of other counsel required to defend the Illinois Tollway or the Illinois Tollway, related to or arising from:
- 1 Any breach of this Contract;
  - 2 Any negligent, intentional or wrongful act or omission of the Vendor or any agent or subcontractor utilized or employed by the Vendor;
  - 3 The Vendor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Vendor;

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- 4 Any failure by the Vendor to fulfill the Compliance with the Law provision of this Contract;
  - 5 Any failure by the Vendor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Vendor to conduct business in the Illinois Tollway;
  - 6 Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
  - 7 Any failure by the Vendor to adhere to the confidentiality provisions of this Contract.
- b **SURVIVES TERMINATION:** Indemnification obligation of the parties shall survive termination of this Contract.
- c **LIABILITY:**
- 1 Vendor agrees to assume, without limitation, all risk of loss and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys' and witnesses' fees, and expenses incident thereto, relating to bodily injuries to persons (including death) and for loss of, damage to, or destruction of real and/or tangible personal property (including property of the State) resulting from the negligence or misconduct of Vendor, its employees, agents, or subcontractors in the performance of the Contract. Vendor shall assume risk of loss until delivery to the Illinois Tollway's facility. Vendor shall do nothing to prejudice the State's right to recover against third parties for any loss, destruction, or damage to State property, and shall at the State's request and expense, furnish to the State reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the State in obtaining recovery. Neither party shall be liable for incidental, special or consequential damages.
  - 2 VENDOR shall maintain public liability, casualty and auto insurance in sufficient amount to protect the State from liability for acts of VENDOR and risks and indemnities assumed by VENDOR. If VENDOR does not have minimum coverage for bodily injury of \$250,000 per person/\$500,000 per occurrence, and for property damage, \$100,000 per occurrence, VENDOR must inform the AGENCY and seek written permission for lesser coverage. VENDOR shall carry Worker's Compensation Insurance in amount required by law. Upon request, VENDOR shall provide and maintain any bond required by law or the AGENCY. VENDOR shall provide copies of certificates of insurance evidencing the coverage described in this paragraph.
  - 3 VENDOR shall, without limitation, at its expense defend the AGENCY against all claims asserted by any person that anything provided by VENDOR infringes a patent, copyright, trade secret or other intellectual property right and shall, without limitation, pay the costs, damages and attorneys' fees awarded against the AGENCY in any such action, or pay any settlement of such action or claim. Each party agrees to notify the other promptly of any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment shall be obtained against the AGENCY'S use or operation of the items provided by VENDOR hereunder or any part thereof by reason of any alleged infringement, VENDOR shall, at its expense and without limitation, either (a) modify the item so that it becomes non-infringing; or (b) procure for the AGENCY the right to continue to use the item; or (c) substitute for the infringing item other item(s) having at least equivalent capability; or (d) refund to the AGENCY an amount equal to the price paid, less reasonable usage from installation acceptance through cessation of use, which

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amount shall be calculated on a useful life not less than 5 years, and plus any additional costs the State may incur to acquire substitute supplies or services.

- d **LEGISLATIVE CHANGES:** The Vendor herein expressly acknowledges that the Contract and its subject matter are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the terms or subject matter of this Contract, the Vendor shall not hold the Illinois Tollway liable in any manner for the resulting changes. The Illinois Tollway shall use best efforts to provide thirty (30) days' written notice to the Vendor of any legislative change. During the thirty (30) day period, the parties shall meet and make a good faith effort to agree upon changes to the Contract to address the legislative change. Nothing in this Subsection shall affect or impair the Illinois Tollway's right to terminate the Contract pursuant to the termination provisions.
- e **JOINT AND SEVERAL LIABILITY:** If the Vendor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, and for any default of activities and obligations.

**9.8 WARRANTIES:**

- a **CONSTRUCTION OF WARRANTIES EXPRESSED IN THE CONTRACT WITH WARRANTIES IMPLIED BY LAW:** All warranties made by the Vendor in all provisions of this Contract and the Bid by the Vendor, whether or not this Contract specifically denominates the Vendor's promise as a warranty or whether the warranty is created only by the Vendor's affirmation or promise, or is created by a description of the materials and services to be provided, or by provision of samples to the Illinois Tollway, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the goods and services provided by the Vendor. The provisions of this section apply during the term of this Contract and any extensions or renewals thereof.
- b **CONCEPTS, MATERIALS AND WORKS PRODUCED:** Vendor represents and warrants that all the concepts, materials and works produced, or provided to the Illinois Tollway pursuant to the terms of this Contract shall be wholly original with the Vendor or that the Vendor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Vendor represents and warrants that the concepts, materials and works and the Illinois Tollway's use of same and the exercise by the Illinois Tollway of the rights granted by this Contract shall not infringe upon any other work, other than material provided by the Contract to the Vendor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Vendor represents and warrants that it is the owner of or otherwise has the right to use and distribute the software, the materials owned by the Vendor and any other materials, works and methodologies used in connection with providing the services contemplated by this Contract
- c **CONFORMITY WITH CONTRACTUAL REQUIREMENTS:** The Vendor represents and warrants that the goods or services will appear and operate in conformance with the terms and conditions of this Contract.
- d **AUTHORITY TO ENTER INTO CONTRACT:** The Vendor represents and warrants that it has full authority to enter into this Contract and that it has not granted and will

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not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the Illinois Tollway.

- e **OBLIGATIONS OWED TO THIRD PARTIES:** The Vendor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Vendor pursuant to this Contract are or will be fully satisfied by the Vendor so that the Illinois Tollway will not have any obligations with respect thereto.
- f **TITLE TO PROPERTY AND EQUIPMENT:** The Vendor represents and warrants that title to any property assigned, conveyed or licensed to the Illinois Tollway is good and that transfer of title or license to the Illinois Tollway is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Vendor further warrants that it has title to or the right to allow the State to use, the equipment, supplies and/or services being provided and that the State may use same without suit, trouble or hindrance from Vendor or third parties.
- g **EQUIPMENT AND SUPPLIES QUALITY:** Unless otherwise agreed, Vendor warrants that all equipment and/or supplies shall be new, unused, of most current manufacture and not discontinued, shall be free of defects in materials and workmanship, shall be provided in accordance with manufacturer's standard warranty and shall perform in accordance with manufacturer's published specifications.
- h **INDUSTRY STANDARDS:** The Vendor represents and expressly warrants that all aspects of the goods and services provided or used by it shall conform to the standards in the relevant industry in the performance of this Contract.
- i **TECHNOLOGY UPDATES:** The Vendor represents warrants that it shall continually use and integrate the most current and up-to-date technology commercially available.
- j **SOLICITATION:** The Vendor warrants that no person or selling Illinois Tollway has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.

**9.9 INSURANCE:**

The contractor or vendor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work by the contractor, vendor, his agents, representatives, employees or subcontractors. Work shall not commence until all insurance required by this section has been obtained. **Proof of insurance showing the required coverages must be submitted with all bid proposals. Current vendor(s) will not be excused from this provision.**

- a **Minimum Scope of Insurance** Coverage shall be at least as broad as:
  - 1. Commercial General Liability coverage on an unmodified, Insurance Service Office "Occurrence" form.
  - 2. Automobile Liability on an unmodified, Insurance Service Office form.
  - 3. Worker's Compensation insurance as required by the State of Illinois.
  - 4. Aviation Insurance, standard coverage shall include all requirements of the U.S. Dept. of Transportation, 14 CFR Part 205 including contractual liability and guest voluntary settlement.

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- b Minimum Limits of Insurance Contractor or vendor shall maintain no less than:
1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage and the general aggregate shall be twice the required occurrence limit.
  2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
  3. Worker's Compensation and Employers Liability: Statutory Limits with Employers Liability limit of \$500,000 per occurrence.
  4. Aviation Insurance: \$5,000,000 combined single limit per occurrence, personal injury and property damage; \$10,000, 000 contractual liability, and \$25,000 each passenger guest voluntary settlement.

All deductibles or self-insured retentions must be declared and approved by the Illinois Tollway. The Illinois State Toll Highway shall be named "additional insured" for the commercial general liability, automobile liability and aviation liability coverage's. The proof of insurance shall include originals of the applicable "additional insured" endorsements for approval of the Illinois Tollway. The additional insured coverage shall contain no special limits on the scope of protection afforded the Illinois Tollway, its directors, officers, or employees. Such protection shall be primary over any other applicable or available insurance protection. Any failure by the Illinois Tollway to request proof of insurance will not waive the requirement of maintenance of protection specified herein.

**9.10 TERMINATION OF CONTRACT:**

- a **TERMINATION FOR CAUSE WITHOUT ADVANCE NOTICE:** The Illinois Tollway may terminate this Contract for any of the following reasons effective immediately without advance notice:
- 1 In the event the Vendor is required to be certified or licensed as a condition precedent to providing Services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
  - 2 The Illinois Tollway determines that the actions, or failure to act, of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause jeopardy to health or safety;
  - 3 The Vendor fails to comply with confidentiality laws or provisions;
  - 4 The Vendor furnished any statement, representation or certification in connection with this Contract or the IFB which is materially false, deceptive, incorrect or incomplete.
- b **TERMINATION FOR CAUSE WITH NOTICE:** The occurrence of or any one or more of the following events shall constitute cause for the Illinois Tollway to declare the Vendor in default of its obligations under this Contract:
- 1 The Vendor fails to perform, to the Illinois Tollway's satisfaction, any material requirement of this Contract or is in violation of a material provision of this Contract, including, but without limitation, the express warranties made by the Vendor;
  - 2 The Illinois Tollway determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur;
  - 3 The Vendor fails to make substantial and timely progress toward performance of the Contract;

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

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- 3 Any costs incurred by the Vendor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract;
  - 4 Any taxes that may be owed by the Vendor in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.
- f **VENDOR'S TERMINATION DUTIES:** The Vendor upon receipt of notice of termination or upon request of the Illinois Tollway, shall:
- 1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, any other matters the Illinois Tollway may require;
  - 2 Immediately cease using and return to the Illinois Tollway any personal property or materials, whether tangible or intangible, provided by the Illinois Tollway to the Vendor;
  - 3 Comply with the Illinois Tollway's instructions for the timely transfer of any active files and work product produced by the Vendor under this Contract;
  - 4 Cooperate in good faith with the Illinois Tollway, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor; and
  - 5 Immediately return to the Illinois Tollway any payments made by the Illinois Tollway for services that were not rendered by the Vendor.

**9.11 GENERAL PROVISIONS**

- a **TERM AND RENEWALS:** The length of the Contract, including any renewals, may not exceed that allowed by law pursuant to **30 ILCS 500/20-60** or other applicable statutes. When the term begins on execution, which means the date of final execution by the State. If the commencement of performance is delayed because the Contract is not executed by the State on the start date, the State may change the start date, end date and milestones to reflect the delayed execution. No renewal may be effective automatically. No renewal may be effective solely at the Vendor's option.
- b **NON-EXCLUSIVE RIGHTS:** This Contract is not exclusive. The Illinois Tollway reserves the right to select other contractors to provide services similar or identical to the Scope of Services described in this Contract during the term of this Contract.
- c **APPLICABLE LAW:** The terms and conditions of this Contract, including those set forth in any attachment, shall be construed in accordance with and are subject to the laws and rules of the State of Illinois, including, without limitation, the Illinois Procurement Code (**30 ILCS 500/1-5 et seq.**) and the rules promulgated thereunder (**44 Ill. Admin. Code 1**), the Illinois Freedom of Information Act (**5 ILCS 140**) and the Attorney General Act (**15 ILCS 205**). The Department of Human Rights' Equal Opportunity requirements (**44 Ill. Admin Code 750**) are incorporated by reference. Any claim against the State arising out of this CONTRACT must be filed exclusively with the Illinois Court of Claims (**705 ILCS 505/1**). The State shall not enter into binding arbitration to resolve any Contract dispute. The Tollway does not waive sovereign immunity by entering into this Contract. Any provision containing a citation to an Illinois statute (cited ILCS) may not contain complete statutory language. The official text, which is incorporated by reference, can be found in the appropriate chapter and section of the Illinois Compiled Statutes. An unofficial version can be viewed at:

<http://www.ilga.gov/legislation/ilcs/ilcs.asp>

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- d **ENTIRE CONTRACT:** This Contract, including any attachments or amendments, constitutes the entire agreement between the Parties concerning the subject matter of the Contract. Modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this Contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions of this Contract shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination of this Contract, including without limitation provisions relating to confidentiality, warranty, ownership and liability. This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.
  - e **CONTRACTING AUTHORITY:** Certain contracts must be signed or approved by the Director of the Department of Central Management Services (CMS) before they are binding on the State. In those instances CMS shall not be responsible for costs or funding even though payments may be made through CMS facilities.
  - f **AMENDMENTS:** This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties.
  - g **THIRD PARTY BENEFICIARIES:** There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State, the Illinois Tollway and the Vendor.
  - h **HEADINGS OR CAPTIONS:** The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
  - i **SUPERSEDES FORMER CONTRACT AGREEMENTS:** This Contract supersedes all prior Contracts or Agreements between the Illinois Tollway and the Vendor for the services provided in connection with this Contract.
- 9.12** **WAIVER:** Except as specifically provided for in a waiver signed by duly authorized representatives of the Illinois Tollway and the Vendor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
- 9.13** **NOTICE:** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party as set forth in Section 1 of the Sample Contract for Services, the "Illinois Tollway and Vendor Contact Page." Notices by fax must show the date and time of successful receipt. Each such notice shall be deemed to have been provided: (a) at the time it is actually received; or, (b) within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or, (c) within five (5) days after it is deposited the U.S. Mail in the case of registered U.S. Mail. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.
- 9.14** **CUMULATIVE RIGHTS:** The various rights, powers, options, elections and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.

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- 9.15 **SEVERABILITY:** If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.
- 9.16 **TIME IS OF THE ESSENCE:** Time is of the essence with respect to the performance of the terms of this Contract.
- 9.17 **AUTHORIZATION:** Each party to this Contract represents and warrants to the other parties that: (a) it has the right, power and authority to enter into and perform its Obligations under this Contract; and (b) it has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- 9.18 **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.
- 9.19 **OBLIGATIONS BEYOND CONTRACT TERM:** This Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to this Contract. All obligations of the Illinois Tollway and the Vendor incurred or existing under this Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Contract.
- 9.20 **COUNTERPARTS:** The parties agree that this Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
- 9.21 **FURTHER ASSURANCES AND CORRECTIVE INSTRUMENTS:** The parties agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of this Contract.
- 9.22 **ADDITIONAL PROVISIONS:** The parties agree that if an Addendum, Rider or Exhibit is attached hereto by the parties, and referred to herein, then the same shall be deemed incorporated herein by reference.

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**10. ILLINOIS TOLLWAY SUPPLEMENTAL TERMS AND CONDITIONS**

- 10.1 TAX EXEMPTION:** The Illinois Tollway is exempt from the payment of Illinois Retailer's Occupational Tax, Use Tax, Service Tax, and Municipal Taxes. The Illinois Tollway is also exempt from payment of F.E.T. under License #36730122K; State #E9988-7290-05.
- 10.2 PAYMENT OF TOLLS:** The Contractor 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 State of Illinois office, department, commission, board or agency.
- 10.3 COMPLIANCE WITH APPLICABLE LAW:** The Contractor warrants that it shall comply with all Federal, State, and local laws, statutes, ordinances, rules and regulations including, The Illinois Toll Highway Act; Workers' Compensation Laws; and Minimum Salary and Wage Statutes.
- 10.4 CANCELLATION:** The Illinois Tollway reserves the right to terminate this contract at its convenience and for any reason, at any time prior to delivery of all of the goods and/or performance of all service contracted for, by the delivery of written notice thereof from the Procurement Services Manager to the contractor or vendor. If less than all the goods and/or services meeting the contract specifications have been delivered and/or performed and accepted by the Illinois Tollway prior to delivery of said termination notice, the Illinois Tollway shall only pay for the delivered and accepted goods and/or performed services at the contract unit price.
- a Additionally, in the event the Illinois Tollway determines the contractor/vendor breaches, violates, or otherwise has not substantially performed any term or terms of the contract, the Illinois Tollway reserves the right to terminate this contract. In the event of termination, the Illinois Tollway shall have the option of paying for services performed and/or goods delivered but not accepted that conform with the requirements of the contract.
- 10.5 SUBSTITUTION OF GOODS OR SERVICES:** Should the contractor/vendor fail to meet its contractual obligations, at its options and without notice the Illinois Tollway may secure substitute services or goods. If the cost of obtaining substitute services or goods exceeds the contract price, the difference shall be charged back to the contractor, or if no monies are owed the contractor/vendor, it shall promptly reimburse the Illinois Tollway for such costs. The contractor/vendor shall reimburse the Illinois Tollway for any and all costs, fees, expenses incurred in obtaining substitution services/goods and expended in obtaining reimbursement, including but not limited to administrative expenses, attorney's fees and costs.
- 10.6 INDEMNIFICATIONS:** The contractor or vendor shall indemnify and hold harmless the Illinois Tollway, its officers, directors, agents and employees from any and all claims, suits, actions, costs and fees of every nature or description, arising from, growing out of or connected with the work to be performed under the contract or on account of or in consequence of any neglect in safeguarding said work; or on account or in consequences of using unacceptable materials in performing said work, or because of any act omission, neglect or misconduct of the contractor or vendor and his subcontractor(s); or because of any claims or amount recovered by reason of any infringement of any patent, trademark or copyright; or by reason of the violation of any law, ordinance, order or decree or because of contractors' or vendors' failure to obtain and maintain all insurance required under this contract. Such indemnity shall not be limited by reason of the enumeration of any insurance coverage herein provided. Nothing herein contained shall be construed as prohibiting the Illinois Tollway, its officers, directors, agents or employees from retaining their own legal counsel and defending any

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actions or suits brought against them and, in such event, the contractor or vendor shall also be liable for all costs and fees incurred in defense of any such claim, demand or suit.

**10.7 WAGE RATES** The contractor will be required to comply with the provisions of the Prevailing Wage Act. (820 ILCS 130/0.01 et seq.)

**10.8 QUALIFICATIONS OF VENDOR AND/OR VENDOR'S STAFF** (or others who would perform). If this is an IFB for professional and artistic services, in addition to all other requirements, vendor, vendor's staff and/or others who would perform, must have and show the education, experience and technical ability necessary to perform this contract (see Standard Procurement Rule, 44 Ill. Adm. Code 1.2035). If the AGENCY has specified required levels of education, experience and technical ability, those shall be the minimum acceptable levels for consideration.

**10.9 CANCELLATION FOR NON-APPROPRIATION OF FUNDS** This contract is subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation (if such an appropriation is required) to make payments under the terms of the contract. Currently, the Illinois Tollway is not required to obtain a yearly appropriation of its funds. However, the Illinois Tollway cannot and does not make any representations or warranties concerning future appropriation requirements.

**10.10 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM FOR MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES**

The Illinois Tollway has instituted an affirmative action program to ensure increased participation of Disadvantaged Business Enterprises (DBE's) on Illinois Tollway projects. The Illinois Tollway's goal in this regard is that at least 20% of the work to be performed under the contract be performed by or sub-contracted to an eligible DBE.

To qualify as an eligible DBE, for purposes of this procurement, the standards established by The Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575/1) must be met. The Business Enterprise for Minorities, Females, and Persons with Disabilities Act helps state government promote the economic development of businesses certified as owned and controlled by minorities, females and persons with disabilities.

This certification program is administered by the Department of Central Management Services' Business Enterprise Program. There are also certification reciprocity agreements between Central Management Services (CMS), the Chicago Minority Business Development Council (CMBDC), the Women's Business Development Center (WBDC) and the Illinois Department of Transportation (IDOT). A certification application can be obtained by contacting:

***Business Enterprise Program***

James R. Thompson Center  
100 West Randolph Street  
Suite 4-400

Chicago, Illinois 60601  
(312) 814-4190 (Voice or TTY)  
(800) 356-9206 (Toll-Free)  
(312) 814-6664 (Fax)

[www.state.il.us/cms/purchase/BEP](http://www.state.il.us/cms/purchase/BEP)

To determine progress towards meeting the contracting goal, we need to distinguish work being done by certified businesses. Please complete the Minority, Female, Person with Disability Status and Subcontracting form in the Vendor Prequalification section of this IFB.

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**11. SIGNATURE PAGE: CONTRACT FOR SERVICES**

This contract ("Contract") is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Illinois Tollway, a body politic ("State") by and through its agency and/or buyer, Illinois Tollway ("Agency" "Buyer" or "Illinois Tollway") and \_\_\_\_\_("Vendor").

**WITNESSETH:**

WHEREAS, the Illinois Tollway is in need of Helicopter Charter Services

WHEREAS, on November 30, 2006, the State issued an Invitation for Bid ("IFB") inviting offers to address Helicopter Charter Services

WHEREAS, as a result of Vendor's Bid and in reliance on the representations, assurances, and acknowledgements made therein, as well as the representations, assurances and acknowledgements made herein, State has determined to award Vendor this contract based upon its Bid and subject to the terms and conditions contained herein, for the provision of said supplies and/or services to the State.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the foregoing and to the terms set forth herein.

In Witness whereof, Illinois Tollway and Vendor have caused this CONTRACT to be executed by duly authorized representatives of the respective PARTIES on the dates shown below:

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

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date

**Illinois Tollway (Name):**

\_\_\_\_\_  
**Illinois Tollway**  
(Illinois Tollway)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
**Rosalinda Castillo**  
Printed Name

\_\_\_\_\_  
Chief of Procurement  
Date \_\_\_\_\_

Approved as to Form and Constitutionality

\_\_\_\_\_  
Attorney General, State of Illinois

**Dept of Central Management Services**  
**(if applicable)**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Additional Tollway Signatures**  
**(if applicable)**

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
General Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chief of Finance

\_\_\_\_\_  
Date

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**12. STATE FORMS REQUIRED OF THE VENDOR**

The Vendor is required to complete and submit Attachments A through K, as part of the Bid. It is important to note that this section references State forms that the Vendor must **complete** as part of the procurement process and does not serve as an opportunity for Vendors to insert their own forms.

**Attachment A**  
**Qualification Form**

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

VENDOR (Official Name and D/B/A)

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Signature

Date

Printed Name

Title

Address

City/State

Zip Code

Telephone

Facsimile

E-mail

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**Attachment B**  
**Illinois Tollway and Vendor Contact Form**

**VENDOR - Project Contact Information**

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
TDD: \_\_\_\_\_  
E-mail: \_\_\_\_\_

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

Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_  
TDD: \_\_\_\_\_  
E-mail: \_\_\_\_\_

**Illinois Tollway**

Name: Diane Titone  
Title: Buyer  
Phone: (630) 241-6800 extension 2664  
Fax: (630) 505-9270  
TDD: (630) 241-6898  
E-mail: [dtitone@getipass.com](mailto:dtitone@getipass.com)

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**Attachment C**  
**Business and Directory Information**

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

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**Attachment D**  
**References**

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

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

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**Attachment E**

**Department of Human Rights (DHR) Public Contract Number**

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

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

DHR Public Contracts Number: \_\_\_\_\_

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

IF NUMBER HAS NOT YET BEEN ISSUED:

Date Completed Application was submitted to DHR: \_\_\_\_\_

Date of Expiration: \_\_\_\_\_

**NOTICE:**

**Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current DHR number as a condition of contract eligibility (44 IL Adm. Code 750.210(a)). Numbers issued by the Department of Human Rights (or its predecessor agency, the Illinois Fair Employment Practices Commission) prior to July 1, 1998, are no longer valid. This affects numbers below 89999-00-0. Valid numbers begin with 90000-00-0.**

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

Bidder/Vendor may obtain an application form by:

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

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**Attachment F**  
**Minority, Female, Person with Disability Status and Subcontracting**

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) (30 ILCS 57511) establishes a 20% goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities. While you must complete this form, your response will not be considered in the evaluation. A listing of certified businesses may be obtained from the Department of Central Management Services' Business Enterprise Program for Minorities, Females and Persons with Disabilities by calling 312/814-4190 (Voice & TDD), 800/356-9206 (Toll Free), or 800/526-0844 (Illinois Relay Center for Hearing Impaired).

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

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

If "Yes" check each that applies:

Category:  
Minority \_\_\_\_\_  
Female \_\_\_\_\_  
Person with Disability \_\_\_\_\_  
Disadvantaged \_\_\_\_\_

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

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

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

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

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

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

Bidder/Company Name: \_\_\_\_\_

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**Attachment G**  
**Domestic Products Certification**

I certify that:

Pursuant to 30 ILCS 517/1 et seq., the products provided pursuant to this contract or subcontracts have been manufactured in the United States. "Manufactured in the United States" means, in the case of assembled articles, materials, or supplies, that design, final assembly, processing, packaging, testing or other process that adds value, quality, or reliability occurs in the United States. Exceptions to this requirement are limited to the following:

- a) The procured products are not manufactured in the United States in reasonably available quantities.
- b) The price of the procured products manufactured in the United State exceeds by an unreasonable amount the price of available and comparable procured products manufactured outside of the United States.
- c) The quality of the procured products manufactured in the United States is substantially less than the quality of the comparably priced, available, and comparable procured products manufactured outside the United States.
- d) The purchase of the procured products manufactured outside the United States better serves the public interest by helping to protect or save life, property, or the environment.
- e) The purchase of the procured products is made in conjunction with contracts or offerings of telecommunications, fire suppression, security systems, communications services, Internet services, or information services.
- f) The purchase of pharmaceutical products, drugs, biologics, vaccines, medical devices used to provide medical and health care or treat disease or used in medical or research diagnostic tests, and medical nutritional regulated by the Food and Drug Administration under the federal Food, Drug and Cosmetic Act.

For and on behalf of

\_\_\_\_\_  
(Company Name),

I, \_\_\_\_\_

(Printed Name of Agent), its duly authorized agent with full power, and authority to make this certification, represent, warrant and certify to the Illinois Tollway that this Disclosure Form is complete and accurate.

\_\_\_\_\_  
President or authorized Corporate Officer Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Bidder/Company Name: \_\_\_\_\_

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**Attachment H**  
**Conflicts of Interest Disclosures**

**1. VENDOR STATUS AND QUALIFICATIONS**

- 1.1 **BACKGROUND CHECK:** The State may conduct criminal and driver history background checks of Vendor's officers, employees or agents who would directly supervise or physically perform any of the Contract requirements at State facilities. Any officer, employee or agent deemed unsuitable by the State must be replaced immediately.
- 1.2 **LEGAL ABILITY TO CONTRACT:** Vendor certifies it is under no legal prohibition on contracting with the State of Illinois, has no known conflicts of interest and further specifically certifies that:
- 1.2.1 Vendor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Contract.
- 1.2.2 Vendor is not in default on an educational loan **(5 ILCS 385/3)**.
- 1.2.3 Vendor has informed the director of the Illinois Tollway in writing if he/she was formerly employed by that agency and has received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, **40 ILCS 5/14-108.3** and **40 ILCS 5/16-133.3**, and acknowledges that contracts made without the appropriate filing with the Auditor General are not payable from the "contractual services" or other appropriation line items. Vendor has not received an early retirement incentive in or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code, **40 ILCS 5/14-108.3** and **40 ILCS 5/16-133.3**, and acknowledges that contracts in violation of Section 15a of the State Finance Act are not payable from the "contractual services" or other appropriation line items **(30 ILCS 105/15a)**.
- 1.2.4 Vendor has not been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor has made an admission on the record of having so bribed or attempted to bribe **(30 ILCS 500/50-5)**.
- 1.2.5 If Vendor has been convicted of a felony, at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business **(30 ILCS 500/50-10)**.
- 1.2.6 If Vendor, or any officer, director, partner, or other managerial agent of Vendor, has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, at least 5 years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract and acknowledges that the contracting State Illinois Tollway shall declare the contract void if this certification is false **(30 ILCS 500/50-10.5)**.
- 1.2.7 Vendor and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent has entered into a deferred payment plan to pay the debt), and Vendor and its affiliates acknowledge the contracting State Illinois Tollway may declare the contract void if this certification is false **(30 ILCS 500/50-11)** or if Vendor or an affiliate later becomes delinquent and has not entered into a deferred payment plan to pay off the debt **(30 ILCS 500/50-60)**.

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- 1.2.8 Vendor and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act **(30 ILCS 500/50-12)** and acknowledge that failure to comply can result in the contract being declared void.
- 1.2.9 Vendor certifies that it has not committed a willful or knowing violation of the Environmental Protection Act (relating to Civil Penalties under the Environmental Protection Act) within the last five (5) years, and is therefore not barred from being awarded a contract. If the State later determines that this certification was falsely made by the Vendor, the Vendor acknowledges that the contracting State Illinois Tollway may declare the contract void. **(30 ILCS 500/50-14)**.
- 1.2.10 Vendor has not paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor has Vendor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract **(30 ILCS 500/50-25)**.
- 1.2.11 Vendor is not in violation of the "Revolving Door" section of the Illinois Procurement Code **(30 ILCS 500/50-30)**.
- 1.2.12 Vendor will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers or employees of the State **(30 ILCS 500/50-40, 50-45, 50-50)**.
- 1.2.13 Vendor will, pursuant to the Drug Free Workplace Act, provide a drug free workplace, and if an individual shall not engage in the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance in the performance of the Contract. This certification applies to contracts of \$5000 or more with: individuals; and to entities with twenty-five (25) or more employees **(30 ILCS 580)**.
- 1.2.14 Neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the U.S. Department of Commerce. This certification applies to contracts that exceed \$10,000 **(30 ILCS 582)**.
- 1.2.15 Vendor has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any State or of the United States **(720 ILCS 5/33E-3, 5/33E-4)**.
- 1.2.16 Vendor complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, including equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies **(775 ILCS 5/2-105)**.
- 1.2.17 Vendor does not pay dues to, or reimburse or subsidize payments by its employees for, any dues or fees to any "discriminatory club" **(775 ILCS 25/2)**.
- 1.2.18 Vendor complies with the State Prohibition of Goods from Forced Labor Act, and certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor, convict labor, or indentured labor under penal sanction **(PA 93-0307)**.
- 1.2.19 The contractor certifies in accordance with Public Act 94-0264 that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. **(PA 94-0294)**.

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- 1.3 **CONFLICTS OF INTEREST:** Vendor has disclosed, and agrees it is under a continuing obligation to disclose to the Illinois Tollway, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or which would prohibit Vendor from having or continuing the Contract. This includes, but is not limited to conflicts under the "Infrastructure Task Force Fee Prohibition" section of the State Finance Act (**30 ILCS 105/18.40**), Article 50 of the Illinois Procurement Code (**30 ILCS 500/50**), or those which may conflict in any manner with the Vendor's obligation under this Contract. Vendor shall not employ any person with a conflict to perform under this Contract. If any conflict under Section 50-13 exists no contract may be issued without an exemption from the Governor pursuant to Section 50-20 of the Illinois Procurement Code. An exemption is necessary if:
- 1.3.1 the person intending to contract with the State, their spouse or child: (i) holds an elective office in Illinois; (ii) holds a seat in the Illinois General Assembly; (iii) is an officer or employee of the Capital Development Board or the Illinois Tollway; or holds an appointed position or is employed in any of the offices or agencies of the State government and who receives compensation for such employment in excess of 60% of the salary of the Governor (**currently \$90,414.60**). (The conflict of interest threshold of 60% of the Governor's salary set forth in Section 50-13 does not apply to elective office holders, legislators, and officers or employees of the Capital Development Board or the Illinois Tollway .);
  - 1.3.2 the contract is with a firm, partnership, association or corporation in which a person referenced in item 11.9.3.1 above receives more than 7.5% of the total distributable income or an amount in excess of the salary of the Governor (**currently \$150,691.00**).
  - 1.3.3 the contract is with a firm, partnership, association or corporation in which a person referenced in item 11.9.3.1 above, together with their spouse or minor child, receives more than 15% in the aggregate of the total distributable income or an amount in excess of 2 times the salary of the Governor (**currently \$301,382.00**) from the firm, partnership, association or corporation.
- 1.4 **INDEPENDENT CONTRACTOR:** The Vendor shall be an independent contractor. Equipment and/or supplies provided and/or services performed pursuant to this Contract are not rendered as an employee of the Illinois Tollway or of the State of Illinois. Amounts paid pursuant to this Contract do not constitute compensation paid to an employee.
- 1.5 **NOT A JOINT VENTURE:** Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived here from. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.
- 1.6 **NON-DISCRIMINATION:** In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U. S. Civil Rights Act, and Section 504 of the Federal Rehabilitation Act, the Illinois Tollway does not unlawfully discriminate in employment, contracts, or any other activity.

For and on behalf of \_\_\_\_\_  
(Company Name),

I, \_\_\_\_\_ (Printed Name of Agent),  
its duly authorized agent with full power, and authority to make this certification, represent, warrant and certify to the Illinois Tollway that this Disclosure Form is complete and accurate.

\_\_\_\_\_  
President or authorized Corporate Officer Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

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

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

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

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

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

**Vendor Information**

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

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

**ILLINOIS TOLLWAY**  
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**Section 1: Section 50-13 Conflicts of Interest**

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

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

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

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

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

**(f) Exceptions.**

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

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

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

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

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

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**CHECK ONE:**

\_\_\_\_\_ No Conflicts Of Interest

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

For and on behalf of \_\_\_\_\_  
(Company Name),

I, \_\_\_\_\_ (Printed Name of Agent),  
its duly authorized agent with full power, and authority to make this certification, represent, warrant and  
certify to the Illinois Tollway that this Disclosure Form is complete and accurate.

\_\_\_\_\_  
President or authorized Corporate Officer Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ILLINOIS TOLLWAY**  
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**Section 2: Disclosure of Financial Interest in the Vendor**

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

**(a) General disclosure.** For each individual having any of the following financial interests in the vendor (or its parent), please mark each that apply and show the applicable name and address.

Then complete Sections 3 and 4. If no individual has any of the following financial interests in the vendor (or its parent), check this blank \_\_\_\_\_, skip Section 3, but complete Section 4.

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

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

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

- Sole Proprietorship \_\_\_\_\_
- Stock \_\_\_\_\_
- Partnership \_\_\_\_\_
- Other (explain) \_\_\_\_\_

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

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

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

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

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

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

Bidder/Company Name: \_\_\_\_\_ 51

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

For and on behalf of \_\_\_\_\_  
(Company Name),

I, \_\_\_\_\_ (Printed Name of Agent),  
its duly authorized agent with full power, and authority to make this certification, represent, warrant and certify to the Illinois Tollway that this Disclosure Form is complete and accurate.

\_\_\_\_\_  
President or authorized Corporate Officer Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ILLINOIS TOLLWAY**  
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**Section 3: Disclosure of Potential Conflicts of Interest**

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

- (a) State employment, currently or in the previous 3 years, including contractual employment of services directly with the individuals identified in Section 1 in their individual capacity unrelated to the Vendor's contract. Identify contracts with the VENDOR in Section 4. Yes  No
- (b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years. Yes  No
- (c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years. Yes  No
- (d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes  No
- (e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. Yes  No
- (f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter. Yes  No
- (g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government. Yes  No
- (h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes  No
- (i) Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes  No
- (j) Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes  No

**Explanation of potential conflicts of interest:**

Bidder/Company Name: \_\_\_\_\_

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**ILLINOIS TOLLWAY**  
**CONTRACT #06-0086R**

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

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

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



**ILLINOIS TOLLWAY**  
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**Attachment J**  
**Information Regarding Terminations, Litigation and Debarment**

The Illinois Tollway requests that the Vendor provide the following information (if none, please state none for each question):

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

For and on behalf of \_\_\_\_\_  
(Company Name),

I, \_\_\_\_\_  
(Printed Name of Agent), its duly authorized agent with full power, and authority to make this certification, represent, warrant and certify to the Illinois Tollway that this Disclosure Form is complete and accurate.

\_\_\_\_\_  
President or authorized Corporate Officer Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ILLINOIS TOLLWAY**  
**CONTRACT #06-0086R**

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**Attachment K**  
**Tollway Disclosure**

**INSTRUCTIONS:** For purposes of this Disclosure Form the term “person(s)” shall mean any individual, corporation, partnership or other legal entity. The Illinois Tollway wishes to avoid any appearance of impropriety in the awarding of contracts and in the expenditure of its funds. The disclosure requirements set forth herein shall be broadly construed to effectuate the fullest possible disclosure of the required information. The term “undersigned” shall refer to the person(s) entering into the attached contract with the Illinois Tollway.

**SECTION 1.** The Illinois Tollway requires the disclosure of all person(s) who in any way communicate with any State or Illinois Tollway official including but not limited to any director or employee of the Illinois Tollway for the purpose of influencing (as that term is defined in the Illinois Lobbyist Registration Act, 25 ILCS 170/2 (f)) action of the Illinois Tollway. The required disclosures include, but are not limited to communications pertaining to the awarding of the attached contract. Please list all person(s) who qualify under this section and attach a description of the communication(s) including the date(s), person(s) present and any other relevant information. **(If none, so indicate.)**

NAME

**SECTION 2.** The Illinois Tollway requires the disclosure of all individuals who are presently, or have been within the last five years, a director, officer or employee of the Illinois Tollway who are partners, directors, officers, employees of the undersigned or who have a 7.5% or greater ownership interest in the undersigned. Please list all person(s) who qualify under this section. **(If none, so indicate.)**

<u>NAME</u>	<u>ILLINOIS TOLLWAY POSITION</u>	<u>RELATIONSHIP TO UNDERSIGNED</u>
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FOR BREACH OR VIOLATION of any portion of this certification, the Illinois Tollway may do any or all of the following:

- terminate any of its contract(s) with the undersigned without liability on the part of the Illinois Tollway;
- recover any and all damages of every nature and description sustained by the Illinois Tollway.

For and on behalf of \_\_\_\_\_  
(Company Name),

I, \_\_\_\_\_  
(Printed Name of Agent), its duly authorized agent with full power, and authority to make this certification, represent, warrant and certify to the Illinois Tollway that this Disclosure Form is complete and accurate.

_____ President or authorized Corporate Officer Signature	_____ Title	_____ Date
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**ILLINOIS TOLLWAY**  
**CONTRACT #06-0086R**

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**ATTACHMENT L**  
**Vendor Provided Additional Materials and Exceptions**

Any additional material and any exceptions must be noted on this page and provided as part of this attachment. We do not encourage taking exceptions. We have extremely limited ability to grant exceptions particularly in regard to statutory requirements (those cited with **ILCS**, meaning Illinois Compiled Statutes). We are not required to grant exceptions and depending on the exception, we may have to reject your offer.

**Additional Material (mark one)**

- No other material included
  
- Other material included (describe--attach additional pages if needed)

**Exceptions (mark one):**

- No exceptions
  
- Exceptions taken (describe--attach additional pages if needed)

**RETURN THIS PAGE**

Vendor Name \_\_\_\_\_

Bidder/Company Name: \_\_\_\_\_ 58

**ILLINOIS TOLLWAY**  
**CONTRACT #06-0086R**

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**Attachment M**  
**Acknowledgement of Addenda**

The Illinois Tollway will not issue an addendum within seven (7) calendar days of the due date. The Bidder is responsible for checking the State Procurement Bulletin ([www.purchase.state.il.us](http://www.purchase.state.il.us)) or the Illinois Tollway website ([www.illinoistollway.com](http://www.illinoistollway.com)) to check if any addenda have been issued for this bid opportunity.

Failure to receive and acknowledge an addendum properly issued, may result in the bid being deemed non-responsive.

The bidder acknowledges receipt of the following addenda (if published):

- Addendum #1
- Addendum #2
- Addendum #3
- Addendum #4
- Addendum #5

Bidder/Company Name: \_\_\_\_\_

**ILLINOIS TOLLWAY**  
**CONTRACT #06-0086R**

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**Attachment N**  
**Vendor Prequalification Form**

PREQUALIFICATION: We must have the General Prequalification information described below.

- Business and Directory Information (Attachment C)
- References (Attachment D)
- Disclosures (Attachment H)
- Taxpayer Identification Number (Attachment I)
- Illinois Tollway Disclosure (Attachment K)
- Aircraft Information (Attachment O)
- Business Credentials (Attachment P)
- Pilots Credentials (Attachment Q)
- Proof of Insurance

The undersigned authorized representative of VENDOR submits the above described and attached GENERAL PREQUALIFICATION information to the AGENCY with the understanding AGENCY will use and rely upon the accuracy and currency of the information in the evaluation of VENDOR's offer to the AGENCY.

Vendor (show official name and DBA)

\_\_\_\_\_

DBA \_\_\_\_\_

Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

Phone/Fax \_\_\_\_\_

E-mail \_\_\_\_\_

Bidder/Company Name: \_\_\_\_\_

**ILLINOIS TOLLWAY  
CONTRACT #06-0086R**

**Attachment O  
Aircraft Information**

<b>Single Engine Up To Four Passengers:</b>	Tail Number			
	Tail Number			
	Tail Number			
During good flying weather, what daytime response time can be expected from time of call for a flight until the bidders helicopter can be landed at the Illinois Tollway Administration Building in Downers Grove, Illinois?	/Time			
Please supply a detailed description of the helicopter(s) noted above that would be used for the Illinois Tollway flights (must include items listed below).				
<b>Base Location of this aircraft:</b>				
<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>Flight Hours</b>	<b>Safety Record</b>
<b>Listing of all Features &amp; Equipment on this aircraft:</b>				
<b>Additional information:</b>				

Bidder/Company Name: \_\_\_\_\_

**ILLINOIS TOLLWAY  
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<b>Single Engine Six Passengers Or More:</b>		Tail Number		
		Tail Number		
		Tail Number		
During good flying weather, what daytime response time can be expected from time of call for a flight until the bidders helicopter can be landed at the Illinois Tollway Administration Building in Downers Grove, Illinois?		/Time		
Please supply a detailed description of the helicopter(s) noted above that would be used for the Illinois Tollway flights (must include items listed below).				
<b>Base Location of this aircraft:</b>				
<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>Flight Hours</b>	<b>Safety Record</b>
<b>Listing of all Features &amp; Equipment on this aircraft</b>				
<b>Additional information:</b>				

Bidder/Company Name: \_\_\_\_\_

**ILLINOIS TOLLWAY  
CONTRACT #06-0086R**

<b>Dual Engine Six Passengers Or More:</b>	Tail Number			
	Tail Number			
	Tail Number			
During good flying weather, what daytime response time can be expected from time of call for a flight until the bidders helicopter can be landed at the Illinois Tollway Administration Building in Downers Grove, Illinois?	/Time			
Please supply a detailed description of the helicopter(s) noted above that would be used for the Illinois Tollway flights (must include items listed below).				
<b>Base Location of this aircraft:</b>				
<b>Make</b>	<b>Model</b>	<b>Year</b>	<b>Flight Hours</b>	<b>Safety Record</b>
<b>Listing of all Features &amp; Equipment on this aircraft</b>				
<b>Additional information:</b>				

Bidder/Company Name: \_\_\_\_\_

**ILLINOIS TOLLWAY**  
**CONTRACT #06-0086R**

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**Attachment P**  
**Business Credentials**

<b>Operational History</b>	
<b>Safety Record</b>	
<b>Accident Record</b>	
<b>Charter Service FCC # (attach License copy)</b>	

Bidder/Company Name: \_\_\_\_\_

**ILLINOIS TOLLWAY**  
**CONTRACT #06-0086R**

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**Attachment Q**  
**Pilots Credentials**

<b>Operational History</b>	
<b>Safety Record</b>	
<b>Accident Record</b>	
<b>Pilot License Number</b> <b>(attach License copy)</b>	

Bidder/Company Name: \_\_\_\_\_

**ILLINOIS TOLLWAY**  
**INVITATION FOR BIDS # 06-0086R**

**RETURN BIDDERS' QUESTIONNAIRE TO:** The Illinois Tollway  
 Attn: Purchasing Department – IFB 06-0086R  
**4S.496 Naperville Road, Naperville, IL 60563**

TO WHOM IT MAY CONCERN:

In the event you decide not to bid, please fill out and return only this questionnaire page. **If you do not respond for two consecutive invitations, your name will be removed from the bidders list for this contract commodity.**

Please check one:

- REMOVE OUR NAME FROM ONLY THIS COMMODITY; Helicopter Charter Service  
(Not our Product)**
- Retain our name for this commodity, we plan to bid this contract in the future.
- Too busy at this time
- Delivery requirements
- Not enough time to prepare bid
- Job too large
- Job too small
- Territory too large to cover
- Do not sell direct
- Too competitive
- Specifications too restrictive
- Payment too slow

Other: \_\_\_\_\_

Additional Comments: \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

<b>Please Print Company Name:</b>	
<b>Street Address:</b>	
<b>City, State, Zip:</b>	
<b>Telephone Number:</b>	
<b>Fax Number:</b>	
<b>e-mail address:</b>	
<b>Below is for Illinois Tollway use only</b>	
DUE DATE <b>December 15, 2006</b>	
Legal Department Witness	Using Department Witness

**ILLINOIS TOLLWAY**  
*INVITATION FOR BIDS # 06-0086R*

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Cut along the line and affix to the front of your offer container

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# SEALED BID/PROPOSAL

**Submitted by:**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contract No. **06-0086R – Helicopter Charter Service**  
Due Date: **December 15, 2006, at 10:30 a.m.**



**The Illinois Tollway**

**Attn: Purchasing Bid Manager – 06-0086R**

2700 Ogden Avenue

Downers Grove IL 60515-1703

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CUT ALONG THE LINE AND AFFIX TO THE FRONT OF YOUR OFFER CONTAINER

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