

RESOLUTION NO. 21912

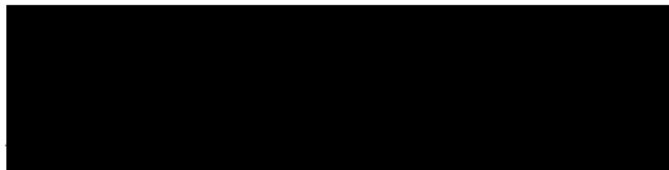
Background

The Illinois State Toll Highway Authority (“Tollway”) is interested in procuring I-PASS Distribution and Back-End Support Services. Pursuant to the Tollway’s Request for Proposal No. 18-0093, and upon evaluation by a selection committee, the Tollway has determined that IGOR, The Watchdog Corporation provides the best overall value for I-PASS Distribution and Back-End Support Services for an upper limit of compensation not to exceed \$11,890,000.00 for an initial five-year term and a possible five-year renewal term in an amount not to exceed \$11,890,000.00.

Resolution

The proposal from IGOR, The Watchdog Corporation for the purchase of I-PASS Distribution and Back-End Support Services is accepted. Contract No. 18-0093 is approved in an amount not to exceed \$11,890,000.00 for an initial five-year term and a possible five-year renewal term in an amount not to exceed \$11,890,000.00. As may be necessary, the Chairman/Chief Executive Officer of the Tollway is authorized to execute the appropriate documents in connection therewith, subject to the approval of the General Counsel and the Chief Financial Officer. The Chief of Procurement is authorized to issue the necessary purchase orders and contract purchase orders and any other necessary documents in connection therewith, and the Chief Financial Officer is authorized to issue warrants in payment thereof.

Approved by:

A large black rectangular redaction box covers the signature area. Below the box, the word "Chairman" is partially visible, along with a small circular mark.

STATE OF ILLINOIS

CONTRACT

Illinois Tollway

I-PASS Distribution and Back-End Support Services

18-0093

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Contractor affirms that the Certifications and if applicable the Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Contractor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

Yes

No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

Yes (IPG Certifications and Disclosures including FORMS B)

No

1. DESCRIPTION OF SUPPLIES AND SERVICES
2. PRICING – BEST AND FINAL OFFER DATED 11/26/2019
3. TERM AND TERMINATION
4. STANDARD BUSINESS TERMS AND CONDITIONS
5. SUPPLEMENTAL PROVISIONS
6. FORMS B
7. TAXPAYER IDENTIFICATION NUMBER PAGE
8. PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)
9. RFP #18-0093 (INCLUDING ALL ADDENDUMS)
10. VENDOR PROPOSAL RESPONSE TO RFP #18-0093 DATED 10/31/2019

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

STATE OF ILLINOIS

CONTRACT

Illinois Tollway

I-PASS Distribution and Back-End Support Services

18-0093

VENDOR

Vendor Name: IGOR The Watchdog Corp.	Address: 7650 Graphic Drive, Tinley Park, IL 60477-6226
Signature: <i>Renee Doyle</i>	Phone: 708/532-9100
Printed Name: Renee Doyle	Fax: 708/532-9252
Title: President	Email: rdoyle@igorthewatchdog.com
Date: <i>2/14/2020</i>	

STATE OF ILLINOIS

Procuring Agency: Illinois Tollway	Phone: 630/241-6800
Street Address: 2700 Ogden Avenue	Fax: : 630/795-7908
City, State ZIP: Downers Grove, IL 60515	
Official Signature: [Redacted]	Date: <i>3/12/2020</i>
Printed Name: Willard S. Evans, Jr.	
Official's Title: Chairman/Chief Executive Officer	
Approved as to Form and Constitutionality	
Legal Signature: [Redacted]	Date: <i>3-12-20</i>
Legal Printed Name: <i>Robert L. Law</i>	
Legal's Title: Attorney	
Finance Signature: [Redacted]	Date: <i>3/12/2020</i>
Finance Printed Name: Cathy R. Williams	
Finance's Title: Chief Financial Officer (CFO)	
Legal Signature: [Redacted]	
Legal Printed Name: Kathleen Pasulka-Brown	
Legal's Title: General Counsel	
Procurement Signature: [Redacted]	Date: <i>3/12/20</i>
Procurement Printed Name: John Donato	
Procurement's Title: Chief of Procurement	

[Redacted Signature] *3/12/20*

AGENCY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

- Agency Reference #: 19-557THA-BUSSY-R-12148
- Project Title: I-PASS Distribution and Back-End Support Services
- Contract #: 18-0093
- Procurement Method (IFB, RFP, Small Purchase, etc.): RFP
- BidBuy Reference #: 19-557THA-BUSSY-8-4599
- IPB Publication Date:
- Award Code: B
- Subcontractor Utilization? Yes No Subcontractor Disclosure? Yes No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? Yes No Percentage:
- Minority Owned Business? Yes No Percentage:
- Women Owned Business? Yes No Percentage:
- Persons with Disabilities Owned Business? Yes No Percentage:
- Veteran Owned Small Business? Yes No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. SUPPLIES AND/OR SERVICES REQUIRED:

BB For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services. Vendor, IGOR The Watchdog Corp. shall provide the following services to support the I-PASS program, per Vendor's proposal attached:

- Inventory management and distribution support systems to effectively supply, monitor, and track I-PASS transponders and gift cards supplied to or replaced at up to 500 retail locations in the Tollway's service territory.
- Delivery, transport and logistics services to supply and replace transponders and gift cards at retail locations.
- Secure warehousing facilities to control, monitor and track a minimum of four (4) months supply of transponder and gift card inventory.
- Design and printing materials/services for packaging of transponders and instructional inserts.
- Environmentally certified disposal services for returned/obsolete transponders.
- Optional fulfillment and shipping services to support distribution of transponders to I-PASS customers outside of the Tollway's service territory.
- Optional distribution to retail locations of interlocking mounting strips used to adhere transponders to vehicle windshields.
- Optional services may be required to include packaging and distribution support for vending machines at 50 locations, with a capacity of 200 units per vending machine.

If checked, see the attached BidBuy Purchase Order for a Description of Supplies and/or Services.

1.2. MILESTONES AND DELIVERABLES: Please refer to the RFP and Vendor's response thereto.

1.3. VENDOR / STAFF SPECIFICATIONS: Please refer to the RFP and Vendor's response thereto.

1.4. TRANSPORTATION AND DELIVERY: Please refer to the RFP and Vendor's response thereto.

1.5. SUBCONTRACTING:

Subcontractors are allowed.

For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. If subcontractors will be utilized, Vendor must identify below the names and addresses of all subcontractors it will be entering into a contractual agreement that has an annual value of \$50,000 or more in the performance of this Contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money to the extent the information is known that each subcontractor is expected to receive pursuant to the Contract. Attach additional sheets as necessary.

1.5.1. Will subcontractors be utilized? Yes No

- Subcontractor Name: PBM Group, LLC d/b/a HLJ Companies

Amount to be paid: 2% of contract

Address: 164 Division Street, Suite 407, Elgin, IL 60120

Description of work: Computer hardware, software, peripherals, accessories, and supplies
Data processing, computer, programming, and software services Information Technology consulting services

- Subcontractor Name: N/A

Amount to be paid: N/A

Address: N/A

Description of work: N/A

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

- 1.5.2. All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.
- 1.5.3. If the annual value of any the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.
- 1.5.4. If the subcontractor is registered in the Illinois Procurement Gateway (IPG) and the Vendor is using the subcontractor's Standard Certifications or Financial Disclosures and Conflicts of Interest from the IPG, then the Vendor must also provide to the State a completed Forms B for the subcontractor.
- 1.5.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor will be required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of the Contract are done at the sole risk of the Vendor and subcontractor(s).

1.6. SUCCESSOR VENDOR

- Yes No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification based selection contracts, and professional and artistic services contracts are not subject to this requirement.

If yes is checked, then the Vendor certifies:

- (i) that it shall offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and

(ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract.

This certification supersedes a response to certification 4, Form F, of the Illinois Procurement Gateway (IPG).

1.7. WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

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

- Location where services will be performed: Illinois
Value of services performed at this location: 100%

- Location where services will be performed: N/A
Value of services performed at this location: N/A

2. PRICING

2.1 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract value is firm or estimated at the time it is submitted for obligation. The total value of this contract for its initial term is estimated at \$11,890,000.00. This value is approved by the Tollway's Board of Directors and may be modified pursuant to Tollway Board approval as provided by written resolution or otherwise in accordance with authority delegated by the Board.

Best and Final Offer Pricing

Description	Annual Estimated Quantity	Unit Price	Contract Term – Years	Total Bid - Annual Estimated Quantity x Unit Price x Term
Retail (New Transponders): Packaging/Distribution/Back-End Support for the sale of I-PASS transponders at retail outlets per contract requirements.	300,000	\$ 4.57/Each	Five (5)	\$6,855,000.00
Exchange (Replacement Transponders): Distribution/Back-End Support of transponders for the Transponder Replacement Program per contract requirements. <i>* (see note below)</i>	200,000	\$ 4.42 /Each	Five (5)	\$4,420,000.00
Disposal: Tracking and disposal of old transponders returned to the retailer.	200,000	\$ 0.48 /Each	Five (5)	\$480,000.00
Gift Cards: Distribution/Back-End Support for the gift cards per contract requirements.	150,000	\$ 0.18 /Each	Five (5)	\$135,000.00
Total Bid				\$11,890,000.00

Additional Optional items:

Occasionally the Tollway may require sub-components of the packaging and distribution process to be supplied by the Offeror. Please provide optional unit costs for the below items.

OPTIONAL PRICE SCHEDULE

Item	Description	Optional Unit Price
A	Carton and printing (Additional cartons that are not included in the standard distribution requirement outlined in this RFP).	\$ 0.56 /Each
B	Cost for printing new inserts (Additional inserts that are not included in the standard distribution requirement outlined in this RFP).	\$ 0.16 /Each

C	Cost for printing new removable labels (Additional labels that are not included in the standard distribution requirement outlined in this RFP).	\$ 0.16 /Each
D	Distribution of mounting strips on a monthly basis to each retail location. (1 box of 5,000 individual pieces (2,500 sets) per store, per month).	\$ 3.00 per delivery /Box
E	Packaging, Distribution and Inventory Management of vending machines. (Up to 50 locations and capacity of 200 units per vending machine; anticipated sales volume of approximately 300 units per location, per month).	\$ 6.40 /Unit
F	Creation, Production, and Installation of in-store POS materials.	\$ 60.00 per hour plus printing cost

2.2 EXPENSES ALLOWED: Expenses are not allowed as follows: N/A

2.3 DISCOUNT: The State may receive a 0% discount for payment within N/A days of receipt of correct invoice.

2.4 VENDOR'S PRICING: Attach additional pages if necessary.

2.4.1. Vendor's Price for the Initial Term: \$11,890,000.00. Please refer to the Offeror's Best and Final Offer (BAFO) pricing response dated 11/26/2019 thereto.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Pricing.

If checked, see the attached BidBuy Purchase Order for the Vendor's Price for the Initial Term.

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

2.4.2.1 Agency Formula for Determining Renewal Compensation: Bid prices will remain fixed throughout the first sixty (60) months of the initial Contract term. A written request for an annual price adjustment must be made no later than sixty (60) calendar days before the expiration of the initial Contract term. The Tollway will consider, but not guarantee an approval of the request for a renewal increase.

2.4.2.2 Vendor's Price for Renewal(s): Refer to Section 2.4.2.1 above.

2.5 MAXIMUM AMOUNT: Vendor's compensation for (services) under this Contract shall not exceed \$14,268,000.00 during the initial term without a formal amendment.

3. TERM AND TERMINATION

3.1 **TERM OF THIS CONTRACT:** This contract has an initial term of five (5) years estimated to be March 12, 2020 to March 11, 2025. If a start date is not identified, the term shall commence upon the last dated signature of the Parties.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

If checked, see the attached BidBuy Purchase Order for the Term of this Contract.

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

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

3.2 RENEWAL:

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

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

3.2.3. The State reserves the right to renew for a total of five (5) years in any one of the following manners:

3.2.3.1 One renewal covering the entire renewal allowance;

3.2.3.2 Individual one-year renewals up to and including the entire renewal allowance; or

3.2.3.3 Any combination of full or partial year renewals up to and including the entire renewal allowance.

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

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by

that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

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

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

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

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

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
- 4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's state tax exemption number and federal tax exemption information.
- 4.1.6.2 Vendor shall invoice at the completion of this contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	Illinois Tollway
Attn:	Rick Hornung
Address:	2700 Ogden Avenue
City, State Zip:	Downers Grove, IL 60515-1703
Email:	rhornung@getipass.com , mcatolico@getipass.com , gstewart@getipass.com , mmarchet@getipass.com

See attached BidBuy Purchase Order

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

- 4.2 **ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.
- 4.3 **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120.
- 4.4 **AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (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 three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any

investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

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

4.10 INDEMNIFICATION AND LIABILITY: The Vendor shall indemnify and hold harmless the State of Illinois, the Illinois State Toll Highway Authority, its officers, employees, and agents from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements, and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a), (b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither party shall be liable for incidental, special, consequential, or punitive damages.

4.11 INSURANCE: Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance against claims. The 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 Vendor, his/her agents, representatives, employees or subcontractors. Work shall not commence until insurance required by this section has been obtained, and documentation has been submitted to and accepted by the Illinois Tollway. The insurance companies providing coverage shall be rated by A.M. Best Company with a Financial Strength Rating of A- or better and a financial size category of not less than VII. Insurance coverage shall not limit Vendor's obligation to indemnify, defend or settle any claims.

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, current edition or an alternative form providing equivalent protection.
2. Automobile Liability on an unmodified, Insurance Service Office form, current edition or an alternative form providing equivalent protection.
3. Workers Compensation insurance as required by the State of Illinois and including Employers' Liability.
4. Commercial property or Commercial Crime Insurance, covering Tollway property (transponders, replacement transponders, gift cards) during storage, packaging, and distribution.
5. Environmental Liability insurance, including coverage for disposal of old transponders and waste lithium batteries.
6. Technology Professional liability (Errors and Omissions) insurance, with coverage sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement, and including but not limited to coverage for the technology risks of file and data transfers, software applications, and inventory systems. This may be covered by a Cyber Liability Policy.

B. Minimum Limits of Insurance Contractor or vendor shall maintain no less than:

1. Commercial General Liability: limits of liability of not less than \$1,000,000 each occurrence for bodily injury, personal injury, and property damage and \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate.

2. Automobile Liability: limit of liability of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage each accident.
3. Workers Compensation and Employers' Liability: Workers Compensation providing statutory benefits, and Employers' Liability of not less than \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit, including voluntary compensation.
4. Commercial property or Commercial Crime Insurance, with blanket limit of not less than \$2,000,000 aggregate.
5. Environmental Liability insurance: limits of liability of not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. Technology Professional liability (Errors and Omissions) insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

The Illinois State Toll Highway Authority together with its officials, directors, and employees, shall be named "Additional Insured" as part of the commercial general liability and automobile liability coverage. These policies shall be primary for the Additional Insured and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other coverage be primary, contributing or excess. Policies shall contain a waiver of subrogation waiving any rights of recovery that the insurer(s) may have against the Illinois Tollway and its officials, directors, and employees.

The Illinois State Toll Highway Authority shall be named as "Named Insured" and loss payee as part of the commercial property or commercial crime coverage.

All deductibles or self-insured retentions must be declared and accepted by the Illinois Tollway. Proof of insurance shall include copies of the applicable "additional insured" endorsements for the review of and approval by the Illinois Tollway. Any failure by the Illinois Tollway to request proof of insurance will not waive the requirement for procuring and maintaining the minimum insurance coverages specified.

- 4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
- 4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 4.15 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

4.16 APPLICABLE LAW:

4.16.1 **PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 **EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.

4.16.3 **COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4 **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

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

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

4.19 **EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity

4.20 **NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

4.21 **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected

to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

- 4.22 PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.
- 4.23 FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.
- 4.24 SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 4.25 WARRANTIES FOR SUPPLIES AND SERVICES:**
- 4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.
- 4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.
- 4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.
- 4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

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

5. SUPPLEMENTAL PROVISIONS

5.1. STATE SUPPLEMENTAL PROVISIONS

- Illinois Tollway Definitions
- Required Federal Clauses, Certifications and Assurances
- Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.
- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2,000 per year or printing) 30 ILCS 500/25-60.
- Illinois Tollway Specific Terms and Conditions
- Other (describe)
- Agency Specific Terms and Conditions

5.1.1 In the event of any inconsistency or conflict between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:

5.1.1.1 This State of Illinois Contract

5.1.1.2 Master Agreement Number N/A

5.1.1.3 Solicitation for I-PASS Distribution and Back-End Support Services

5.1.1.4 Contractor's response to the N/A Solicitation for I-PASS Distribution and Back-End Support Services

5.1.1.5 Contractor's terms and conditions

Other (describe)

5.2. TOLLWAY SUPPLEMENTAL PROVISIONS:

- Definitions
- Required Federal Clauses, Certifications and Assurances
- ARRA Requirements (American Recovery and Reinvestment Act of 2009)
- Public Works Requirements (construction and maintenance of a public work) (820 ILCS 130/4)
- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2000 per year (30 ILCS 500/25-60)
- Prevailing Wage (all printing contracts) (30 ILCS 500/25-60)

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

5.3 AGENCY SUPPLEMENTAL TERMS AND CONDITIONS:

5.3.1 Order of Precedence:

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

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

5.3.2 Agents and Employees:

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

5.3.3 Publicity:

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

5.3.4 Consultation:

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

5.3.5 Third Party Beneficiaries:

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

5.3.6 Successors in Interest:

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

5.3.7 Vendor's Termination Duties:

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

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

5.3.8. Inspector General:

The Vendor/Contractor hereby acknowledges that pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5) the Inspector General of the Illinois State Toll Highway Authority has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The Vendor/Contractor will fully cooperate in any OIG investigation or review. Cooperation includes providing access to all information and documentation related to the goods/services described in this Agreement, and disclosing and making available all personnel involved or connected with these goods/services or having knowledge of these goods/services. All subcontracts must inform Subcontractors of this provision and their duty to comply.

5.4 OVERTIME:

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

5.5 VENUE AND ILLINOIS LAW:

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

- 5.5.1 Whenever "State" is used or referenced in this Contract, it shall be interpreted to mean the Illinois State Toll Highway Authority.
- 5.5.2 The State Prompt Payment Act (30 ILCS 40) does not apply to the Tollway. Therefore, the first two sentences of paragraph 4.1.1 are inapplicable to this contract.
- 5.5.3. The Tollway is not currently an appropriated agency. Therefore, to the extent paragraph 3.5 and 4.29 concerns the Tollway being an appropriated agency, it does not apply.
- 5.5.4. The invoice submission deadline included in the second sentence of above paragraph 4.1.6 does not apply to the Tollway. Therefore, the second sentence of this paragraph is inapplicable to this contract. However, the remainder of the paragraph remains in effect.

5.6 REPORT OF A CHANGE IN CIRCUMSTANCES:

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

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

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

5.7 VENDOR SUPPLEMENTAL PROVISIONS

**STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES**

BidBuy Reference #: 19-557THA-BUSSY-B-4599 Procurement/Contract #: 18-0093

This Forms B may be used when responding to an Invitation for Bid (IFB) or a Request for Proposal (RFP) if the vendor is registered in the Illinois Procurement Gateway (IPG) and has an active State of Illinois Vendor Registration Number. The IPG assigns a unique State of Illinois Vendor Registration Number and expiration date upon the Chief Procurement Office's acceptance of an IPG application.

If a vendor does not have an active State of Illinois Vendor Registration Number, then the vendor must complete and submit Forms A with their response. Failure to do so may render the submission non-responsive and result in disqualification.

Please read this entire section and provide the requested information as applicable. All parts in Forms B must be completed in full and submitted along with the vendor's response.

1. Certification of Illinois Procurement Gateway Registration

My business has an active State of Illinois Vendor Registration Number.

To ensure that you have an active registration in the IPG, search for your business name in the IPG Registered Vendor Directory. If your company does not appear in the search results, then you do not have an active IPG registration.

State of Illinois Vendor Registration Number: 20315869

IPG Expiration Date: 4/22/2020

2. Certification Timely to this Solicitation or Contract

Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e).

Yes No

3. Disclosure of Lobbyist or Agent (Complete only if bid, offer, or contract has an annual value over \$50,000)

Is your company or parent entity(ies) represented by or do you or your parent entity(ies) employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or an agent who has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer? If yes, please identify each lobbyist and agent, including the name and address below. Yes No

If yes, please identify each lobbyist and agent, including the name and address below. If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information. Additional rows may be inserted into the table or an attachment may be provided if needed.

**STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES**

Name	Address	Relationship to Disclosing Entity
N/A	N/A	N/A

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency contract: N/A

4. Disclosure of Current and Pending Contracts

Complete only if: (a) your business is for-profit and (b) the bid, offer, or contract has an annual value over \$50,000. Do not complete if you are a not-for-profit entity.

Yes No. Do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government?

If "Yes", please specify below. Additional rows may be inserted into the table or an attachment in the same format may be provided if needed.

Agency	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #
Illinois State Toll Highway Authority	THA – 12-0039 I-PASS Distribution, Packaging, Disposal and Backend Support	Contract	\$12,500,000.00	Contract# 00000P39399 IPB# 22041826
Department of Human Services	FY18-20 Chicago Area Delivery Services	Contract	\$1,162,700.00	Contract# 0MPB05IGR05 IPB# 22040691
Illinois State Toll Highway Authority	THA – 12-0268 I-PASS Transponder Retail Placement	Subcontract	\$830,280.00	Contract# 00000P37833 IPB# 22041174
Department of Human Services	RFP EBT Link III System 55752	Subcontract	\$1,011,652.39	Contract# 081AQ164000 IPB# 22021597

5. Signature

As of the date signed below, I certify that:

- My business' information and the certifications made in the Illinois Procurement Gateway are truthful and accurate.
- The certifications and disclosures made in this Forms B are truthful and accurate.

This Forms B is signed by an authorized officer or employee on behalf of the bidder, offeror, or vendor pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code, and the affirmation of the accuracy of the financial disclosures is made under penalty of perjury.

This disclosure information is submitted on behalf of:

Vendor Name: IGOR The Watchdog Corp.

Phone: (708) 532-9100

Street Address: 7650 Graphic Drive

Email: rdoyle@igorthewatchdog.com

City, State, Zip: Tinley Park, IL 60477-6226

Vendor Contact: Renee Doyle

**STATE OF ILLINOIS
FORMS B CERTIFICATIONS AND DISCLOSURES**

Signature:



Date: 10/28/2019

Printed Name: Renee Doyle

Title: President

Vendor Registration: View

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IGOR The Watchdog Corp.

System Vendor Number: 20315869

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Vendor Registration

TYPE	State of Illinois Vendor Registration
DESCRIPTION	Register to do business with the State of Illinois
DATE SUBMITTED	4/17/2019
STATUS	Accepted
STATE OF ILLINOIS VENDOR REGISTRATION NUMBER	IPG-0308192
REVIEWER	Sarah Irwin
DATE REVIEWED	4/23/2019
PUBLIC REVIEW COMMENTS	
PRIVATE REVIEW COMMENTS	
EXPIRATION DATE	4/22/2020
FLAG FORM	Add Flag

Settings

SMALL BUSINESS SET-ASIDE PROGRAM (SBSP) REGISTERED	Yes
REGISTERING AS A	Prime Contractor and Subcontractor

Entity Information

BUSINESS NAME	IGOR The Watchdog Corp.
CONTACT FOR THIS SUBMISSION	Renee Doyle (change contact)
PRIMARY CONTACT EMAIL	rdoyle@igorthewatchdog.com
PHONE	708-532-9100
FAX	708-532-9251
COMPANY EMAIL	rdoyle@igorthewatchdog.com
TAX ID NUMBER	
COMPANY TYPE	Corporation
ADDRESS	7650 Graphic Drive Tinley Park, IL 60477 [edit address]

[View Vendor Profile](#)

Current Vendor Certifications

Type	Effective	Renewal	Organization
WBE	5/13/2019	5/13/2020	State of Illinois Central Management Services

Forms

View	Form Name	Flagged
View	A - B. Business Information & Additional Information	
View	C. Small Business Set-Aside Program	
View	D - E. Department of Human Rights (DHR) & Authorized to do Business in Illinois	
View	F - G. Certifications & Board of Elections	
View	H. Iran Disclosure	
View	I. Financial Disclosure & Conflicts of Interest	

NIGP Codes

NIGP 91500	COMMUNICATIONS AND MEDIA RELATED SERVICES
NIGP 91520	Call Center Services
NIGP 91544	Fulfillment, Including Data Processing, Packaging, Labeling and Mailing of Literature as a Package
NIGP 91545	Fulfillment, Inventory and Storage Services
NIGP 91558	Mailing Services: Addressing, Collating, Packaging, Sorting and Delivery
NIGP 91559	Mail Services, Express
NIGP 92000	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
NIGP 92031	Installation of Computers, Peripherals, and Related Equipment (Including Software)
NIGP 93100	EQUIPMENT MAINTENANCE AND REPAIR SERVICES FOR APPLIANCE, ATHLETIC, CAFETERIA, FURNITURE, MUSICAL INSTRUMENTS, AND SEWING EQUIPMENT
NIGP 93188	Vending Machine Maintenance, Repair, Installation or Removal, Including Lottery Vending Machines
NIGP 93600	EQUIPMENT MAINTENANCE AND REPAIR SERVICES FOR GENERAL EQUIPMENT
NIGP 93683	Toll Collection Equipment Maintenance and Repair
NIGP 93900	EQUIPMENT MAINTENANCE AND REPAIR SERVICES FOR COMPUTERS, OFFICE, PHOTOGRAPHIC, RADIO AND TELEVISION EQUIPMENT
NIGP 93921	Computers, Data Processing Equipment and Accessories, Not Word Processing Equipment, Maintenance and Repair
NIGP 93937	Electronic Equipment Maintenance and Repair
NIGP 95800	MANAGEMENT AND OPERATION SERVICES
NIGP 95868	Support Services, Management
NIGP 95877	Project Management Services

NIGP 96100	MISCELLANEOUS SERVICES, NO. 1 (NOT OTHERWISE CLASSIFIED)
NIGP 96102	Administrative Services, All Kinds
NIGP 96126	Material Handling Services: Crating and Packing Services for Transportation
NIGP 96153	Marketing Service, Including Distribution, Public Opinion Surveys, Research, Sales Promotions, etc.
NIGP 96200	MISCELLANEOUS SERVICES, NO. 2 (NOT OTHERWISE CLASSIFIED)
NIGP 96224	Courier/Delivery Services, including Air Courier Services)
NIGP 96246	Installation and Removal Services (Not Otherwise Classified)
NIGP 96286	Transportation of Goods, Shipping and Handling, and Other Freight Services
NIGP 96295	Warehousing and Storage Services, Not Storage Space Rental, Including Farm Product Storage in Silos and Grain Elevators

Additional Information

STAFF ATTACHED FILE(S)

[Attach File](#)

Document	Status
IPG Application Review Sheet IGOR The Watchdog Corp.pdf	PDF, 1.67 MB Delete Edit Info Attached by Sarah Irwin on 4/23/2019

[Refresh List](#) after attaching file(s).

Signature

SIGNATURE	Renee Louise Doyle
TITLE	President
ORGANIZATION	IGOR The Watchdog Corp.
SIGNATURE DATE	4/17/2019

[Customer Support](#)

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Vendor Registration: View Form

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IGOR The Watchdog Corp.

System Vendor Number: 20315869

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Vendor Registration

FORM NAME	I. Financial Disclosure & Conflicts of Interest
DESCRIPTION	Complete the Financial Disclosure & Conflicts of Interest form
DATE SUBMITTED	4/17/2019
STATUS	Accepted
BUSINESS NAME	IGOR The Watchdog Corp.
POINT OF CONTACT	<u>Renee Doyle</u>
FLAG FORM	<u>Add Flag</u>

I. Financial Disclosures & Conflicts of Interest

A. IDENTIFY THE APPLICABLE ENTITY TYPE. 10

Other Privately Held Entity (i.e. LLC, partnership, privately held corporation with 100 or fewer shareholders, or other entity type not clearly identified in another option)

B. IS THERE A PARENT ENTITY THAT OWNS 100% OF THE BUSINESS? 10**No**C. INSTRUMENT OF OWNERSHIP OR BENEFICIAL INTEREST 10**Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)**

1. IS THERE ANY INDIVIDUAL OR ENTITY WHO MEETS ANY OF THE FOLLOWING THRESHOLDS: (A) OWNS MORE THAN 5% OF THE BUSINESS, (B) HOLDS OWNERSHIP SHARE OF THE BUSINESS VALUED IN EXCESS OF \$106,447.20, (C) IS ENTITLED TO MORE THAN 5% OF THE BUSINESS' DISTRIBUTIVE INCOME, OR (D) IS ENTITLED TO MORE THAN \$106,447.20 OF THE BUSINESS' DISTRIBUTIVE INCOME? 10

Yes, the information is not publicly available (If any individuals are listed, answer Yes or No to questions 5-8 and 11-20.)

Document	Status
List of individuals or entities meeting one or more of the listed thresholds. <u>IPG Percentage of Ownership and Distributive Income Form 190417</u> (DOCX, 125.75 KB)	Attached by Renee Doyle on 4/17/2019

2. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT HOLD AN OWNERSHIP INTEREST IN THE BUSINESS OF GREATER THAN 5% OR VALUED GREATER THAN \$106,447.20 HAVE BEEN DISCLOSED IN QUESTION 1. 10

Yes

3. PLEASE CERTIFY THAT THE FOLLOWING STATEMENT IS TRUE: ALL INDIVIDUALS OR ENTITIES THAT WERE ENTITLED TO RECEIVE 10

DISTRIBUTIVE INCOME IN AN AMOUNT GREATER THAN \$106,447.20 OR GREATER THAN 5% OF THE TOTAL DISTRIBUTIVE INCOME OF THE BUSINESS HAVE BEEN DISCLOSED IN QUESTION 1.

Yes

4. DISCLOSURE OF BOARD OF DIRECTORS FOR NOT-FOR-PROFIT ENTITIES.

Not applicable - For-Profit Entity

5. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM A PERSON WHO HOLDS AN ELECTIVE OFFICE IN THE STATE OF ILLINOIS OR HOLDS A SEAT IN THE GENERAL ASSEMBLY, OR ARE THEY THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

6. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED TO OR EMPLOYED IN ANY OFFICES OR AGENCIES OF STATE GOVERNMENT AND RECEIVE COMPENSATION FOR SUCH EMPLOYMENT IN EXCESS OF 60% (\$106,447.20) OF THE SALARY OF THE GOVERNOR, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

7. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM AN OFFICER OR EMPLOYEE OF THE CAPITAL DEVELOPMENT BOARD OR THE ILLINOIS TOLL HIGHWAY AUTHORITY, OR ARE ANY OF THEM THE SPOUSE OR MINOR CHILD OF SUCH PERSON?

No

8. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, ARE ANY OF THEM APPOINTED AS A MEMBER OF A BOARD, COMMISSION, AUTHORITY, OR TASK FORCE AUTHORIZED OR CREATED BY STATE LAW OR BY EXECUTIVE ORDER OF THE GOVERNOR, OR ARE THEY THE SPOUSE OR AN IMMEDIATE FAMILY MEMBER WHO CURRENTLY RESIDES OR RESIDED WITH SUCH PERSON WITHIN THE LAST 12 MONTHS?

No

9. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: DO ANY OF THE INDIVIDUALS IDENTIFIED, THEIR SPOUSE, OR MINOR CHILD RECEIVE FROM THE ENTITY MORE THAN 7.5% OF THE ENTITY'S TOTAL DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF THE SALARY OF THE GOVERNOR (\$177,412.00)?

Not applicable - I answered No in Questions 5-8

10. IF ANY QUESTION IN 5-8 ABOVE IS ANSWERED YES, PLEASE ANSWER THE FOLLOWING: IS THERE A COMBINED INTEREST OF ANY INDIVIDUAL IDENTIFIED ALONG WITH THEIR SPOUSE OR MINOR CHILD OF MORE THAN 15% IN THE AGGREGATE OF THE ENTITY'S DISTRIBUTABLE INCOME OR AN AMOUNT OF DISTRIBUTABLE INCOME IN EXCESS OF TWO TIMES THE SALARY OF THE GOVERNOR (\$354,824.00)?

Not applicable - I answered No in Questions 5-8

11. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE, OR IN THE PREVIOUS 3 YEARS HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT OF SERVICES? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

No

12. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, HAVE THEIR SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER, HAD STATE EMPLOYMENT, INCLUDING CONTRACTUAL EMPLOYMENT FOR SERVICES, IN THE PREVIOUS 2 YEARS? THIS DOES NOT INCLUDE CONTRACTS TO PROVIDE GOODS OR SERVICES TO THE STATE AS A VENDOR.

No

13. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ELECTIVE OFFICE OF THE STATE OF ILLINOIS, THE GOVERNMENT OF THE UNITED STATES, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS?

No

14. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING ELECTIVE OFFICE CURRENTLY OR IN THE

PREVIOUS 2 YEARS?

No

15. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HOLD OR HAVE HELD IN THE PREVIOUS 3 YEARS ANY APPOINTIVE GOVERNMENT OFFICE OF THE STATE OF ILLINOIS, THE UNITED STATES OF AMERICA, OR ANY UNIT OF LOCAL GOVERNMENT AUTHORIZED BY THE CONSTITUTION OF THE STATE OF ILLINOIS OR THE STATUTES OF THE STATE OF ILLINOIS, WHICH OFFICE ENTITLES THE HOLDER TO COMPENSATION IN EXCESS OF EXPENSES INCURRED IN THE DISCHARGE OF THAT?

No

16. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM HAVE A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) HOLDING APPOINTIVE OFFICE CURRENTLY OR IN THE PREVIOUS 2 YEARS?

No

17. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD EMPLOYMENT AS OR BY ANY REGISTERED LOBBYIST OF THE STATE GOVERNMENT?

No

18. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) THAT IS OR WAS A REGISTERED LOBBYIST?

No

19. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 3 YEARS HAD COMPENSATED EMPLOYMENT BY ANY REGISTERED ELECTION OR RE-ELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?

No

20. FOR THE INDIVIDUALS DISCLOSED ABOVE IN QUESTION 1 AND FOR SOLE PROPRIETORS, DO ANY OF THEM CURRENTLY HAVE OR IN THE PREVIOUS 2 YEARS HAD A RELATIONSHIP TO ANYONE (SPOUSE, FATHER, MOTHER, SON, OR DAUGHTER) WHO IS OR WAS A COMPENSATED EMPLOYEE OF ANY REGISTERED ELECTION OR REELECTION COMMITTEE REGISTERED WITH THE SECRETARY OF STATE OR ANY COUNTY CLERK IN THE STATE OF ILLINOIS, OR ANY POLITICAL ACTION COMMITTEE REGISTERED WITH EITHER THE SECRETARY OF STATE OR THE FEDERAL BOARD OF ELECTIONS?

No

21. HAS THERE BEEN ANY DEBARMENT FROM CONTRACTING WITH ANY GOVERNMENTAL ENTITY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

22. HAS THERE BEEN ANY PROFESSIONAL LICENSURE DISCIPLINE WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

23. HAS THERE BEEN ANY BANKRUPTCY WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

24. HAVE THERE BEEN ANY ADVERSE CIVIL JUDGMENTS AND/OR ADMINISTRATIVE FINDINGS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

25. HAVE THERE BEEN ANY CRIMINAL FELONY CONVICTIONS WITHIN THE PREVIOUS TEN YEARS? THIS APPLIES TO ALL SOLE PROPRIETORS, FOR-PROFIT ENTITIES, NOT-FOR-PROFIT ENTITIES, AND FOR THE INDIVIDUALS DISCLOSED IN QUESTION 1 ABOVE.

No

Additional Information

STAFF ATTACHED FILE(S)

Attach File

Refresh List after attaching file(s).

[Customer Support](#)

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**ILLINOIS PROCUREMENT GATEWAY
PERCENTAGE OF OWNERSHIP AND DISTRIBUTIVE INCOME FORM**

Vendor Name: IGOR THE WATCHDOG CORP.

DBA: N/A

INSTRUCTIONS:

1. Ownership Share – Provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.
2. Distributive Income – Provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.
3. Additional rows may be inserted into the tables or an attachment in a substantially similar format may be provided if needed.

Name	Address	% of Ownership	\$ Value of Ownership	% of Distributive Income	\$ Value of Distributive Income
RENEE L. DOYLE		60%		60%	
MICHAEL R. DOYLE		40%		40%	

**STATE OF ILLINOIS
TAXPAYER IDENTIFICATION NUMBER**

I certify that:

The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and

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

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

Name: N/A

Business Name: PBM Group, LLC (D/B/A HLJ Companies)

Taxpayer Identification Number:

Social Security Number: N/A

or

Employer Identification Number: 

Legal Status (check one):

- | | |
|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Governmental |
| <input type="checkbox"/> Sole Proprietor | <input type="checkbox"/> Nonresident alien |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Estate or trust |
| <input type="checkbox"/> Legal Services Corporation | <input type="checkbox"/> Pharmacy (Non-Corp.) |
| <input type="checkbox"/> Tax-exempt | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.) |
| <input type="checkbox"/> Corporation providing or billing medical and/or health care services | <input checked="" type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Corporation NOT providing or billing medical and/or health care services | (select applicable tax classification) |
| | <input checked="" type="checkbox"/> C = corporation |
| | <input type="checkbox"/> P = partnership |

Signature of Authorized Representative: 

Date: October 26, 2019

THA - Toll Highway Authority

P.O. Date: 3/12/2020

Purchase Order

Purchase Order Number 19-557THA-BUSSY-P-15891 Master Contract? N Contract/Ob #:

VENDOR	Vendor Number: V00003178 IGOR The Watchdog Corp.
	7650 Graphic Drive Tinley Park, IL 60477 rdoyle@igorthewatchdog.com (708) 532-9100

SHIP TO	Ship To - CA 2700 Ogden Avenue Central Administration Downers Grove, IL 60515 US Email: (630) 241-6800
	Contract Administrator PO Box 3094 Lisle, IL 60532-8094 US Email: ProInvoices@getipass.com (630) 241-6800

VENDOR INSTRUCTIONS:

PURCHASE ORDER REQUIREMENTS - STATE OF ILLINOIS AGENCIES

Prior to commencement of billable work, delivery of supplies or rendering of any service on a Purchase Order:
 --Initial Purchase Order/Contract - All parties, including the State and vendor, must fully execute the contract in its entirety.
 --Release from an existing Purchase Order/Contract - The vendor must receive a Purchase Order signed by the State Agency and attached in BidBuy. Note, for any additional requirements see specific State Agency instruction.

PURCHASE ORDERS REQUIREMENTS - OTHER PURCHASING ENTITIES

--Please see specific requirements provided by the purchasing entity.

Shipping Method: Shipping Terms: Solicitation (Bid) No.: 19-557THA-BUSSY-B-4599 Contract Begin Date: 03/12/2020 Contract End Date: 03/11/2025	Freight Terms: Payment Terms: NA Delivery Calendar Day(s) A.R.O.: 15
---	--

Item # 1
Class-Item 915-45

RFP for I-PASS Distribution and Back-End Support Services for an initial term of five (5) years. All questions, other than questions raised at the Offeror Pre-Bid Conference, pertaining to this solicitation must be submitted in writing to the Information Contact no later than 1:00 p.m. on September 17, 2019. Questions received and Agency responses may be posted as an Amendment to the original solicitation on BidBuy; only these posted answers to questions shall be binding on the State. Offerors are responsible for monitoring BidBuy.

Quantity	Unit Price	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Freight	Total Cost
5.00	\$ 2,378,000.00	YR	0.00 %	\$ 0.00		\$ 0.00	\$ 0.00	\$ 11,890,000.00

TAX: \$ 0.00
 FREIGHT: \$ 0.00
TOTAL: \$ 11,890,000.00

The undersigned agree to the Terms and Conditions as acknowledged by the Vendor and maintained in the State of Illinois' e-procurement system. This agreement consists of all terms as maintained in the state's e-procurement system inclusive of attached documents. The Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest are true and accurate as of the date of the Vendor's execution of this Agreement. State documents will prevail in the event of a conflict between State and Vendor documents and information. The undersigned agree to the Terms and Conditions of this agreement:

OFFICIAL SIGNATURES:

Vendor Name: _____

Vendor
Signature: _____

Printed Name: _____

Title: _____

Phone #: _____

Email: _____

Date: _____

State of Illinois Agency or Other Purchasing Entity
Procuring State Agency or Entity:

Illinois State Toll
Highway Authority

Official
Signature: _____

Printed Name: José R. Alvarez

Title: Executive Director

Designee Signature: _____

Printed Name: John Donato

Title: Chief of Procurement

Date: 3/12/20

Legal
Signature: _____

Printed Name: _____

Title: _____

Date: _____

Fiscal
Signature: _____

Printed Name: _____

Title: _____

Date: _____

FOR STATE OF ILLINOIS USE ONLY:

Acq. Type: _____ Source Sel. Method: _____

Using Agency Funding Source: _____

Detailed Expenditure Object Code: _____

Approp. Acct Code: _____

Award Code: _____

Original Proc. Method: _____

Subcontractors Disclosed: _____

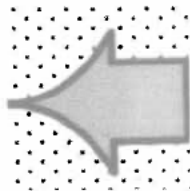
Subcontractors Utilized: _____

APPROVED

By: Mary Hart

Phone#: (630) 241-6800

BUYER





REQUEST FOR PROPOSAL

Contract # 18-0093

I-PASS Distribution and Back-End Support Services

STATE OF ILLINOIS
REQUEST FOR PROPOSAL

Illinois Tollway
I-PASS Distribution and Back-End Support Services
BidBuy #19-557THA-BUSSY-B-4599

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

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

Brief Description:

The Illinois State Toll Highway Authority (“Tollway”) is requesting Offers/Proposals from responsible Offerors who can provide the following services to support the I-PASS program:

- Inventory management and distribution support systems to effectively supply, monitor, and track I-PASS transponders and gift cards supplied to or replaced at up to 500 retail locations in the Tollway’s service territory.
- Delivery, transport and logistics services to supply and replace transponders and gift cards at retail locations.
- Secure warehousing facilities to control, monitor and track a minimum of four (4) months supply of transponder and gift card inventory.
- Design and printing materials/services for packaging of transponders and instructional inserts.
- Environmentally certified disposal services for returned/obsolete transponders.
- Optional fulfillment and shipping services to support distribution of transponders to I-PASS customers outside of the Tollway’s service territory.
- Optional distribution to retail locations of interlocking mounting strips used to adhere transponders to vehicle windshields.
- Optional services may be required to include packaging and distribution support for vending machines at up to 200 locations in our service territory.

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

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

STATE OF ILLINOIS
REQUEST FOR PROPOSAL

Illinois Tollway
I-PASS Distribution and Back-End Support Services
BidBuy #19-557THA-BUSSY-B-4599

The resulting contract with the awarded Offeror shall have an initial term of five (5) years. In no event will the total term of the contract, including the initial term, any renewal terms, and any extensions exceed ten (10) years. 30 ILCS 500/20-60. Subject to the maximum total term limitation, the Illinois Tollway has the option to renew for the following terms: five (5) years.

Contract Goal to be Achieved by the Vendor: This solicitation includes a specific BEP utilization goal of 25% and VOSB/SDVOSB goal of 3% based on the availability of BEP and VOSB/SDVOSB certified vendors who perform or provide the anticipated services and/or supplies required by this solicitation. In addition to the other award criteria established for this solicitation, the Illinois Tollway will award this contract to a Vendor that meets these goals or makes good faith efforts to meet these goals. These goals are also applicable to change orders and allowances within the scope of work provided by the BEP and VOSB/SDVOSB certified vendor. If Vendor is a BEP and VOSB/SDVOSB certified vendor, the entire goal is met and no subcontracting with a BEP and VOSB/SDVOSB certified vendor is required; however, the Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.

Please read the entire solicitation package and submit a bid for evaluation in accordance with the instructions. All forms and signature areas contained in the solicitation package must be completed in full and submitted along with the price proposal which will constitute the bid. Do not submit the instructions pages with bids. Bidders should keep the instructions and a copy of their bids for future reference.

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

Forms A, Forms B, BEP Utilization Plan, and VSB Utilization Plan may be downloaded from the Chief Procurement Officer for General Service's website at <https://www2.illinois.gov/cpo/general/Pages/SolicitationandContractTemplates.aspx>. These sections are a material part of this solicitation, and must be returned when applicable with a Offeror's Offer.

Offers that do not adhere to the form and content of the Request for Proposal requirements may not be considered.

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

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

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The following sections (FORMS A, FORMS B, BEP Utilization Plan, VSB Utilization Plan, Letter of Intent) of the solicitation may be found on the CPO’s website at:

<https://www2.illinois.gov/cpo/general/Pages/SolicitationandContractTemplates.aspx>

FORMS A

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

Business and Directory Information.....1.
Illinois Department of Human Rights Public Contracts Number2.
Authorized to Transact Business or Conduct Affairs in Illinois.....3.
Standard Certifications.....4.
State Board of Elections5.
Disclosure of Business Operations in Iran.....6.
Financial Disclosures and Conflicts of Interest.....7.
Taxpayer Identification Number8.

FORMS B

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

To ensure that you are registered in the IPG, search for your business name in the IPG Registered Vendor Directory at <https://ipg.vendorreq.com/>. If your company does not appear in the search results, then you are not registered in the IPG. Submission of Forms B without a valid IPG Registration # may result in disqualification of the offer.

Illinois Procurement Gateway Registration # and expiration date.....1.
Certification Timely to this Solicitation or Contract2.
Disclosures of Lobbyists and Contracts3-4.
Signature5.
Taxpayer Identification Number6.

STATE OF ILLINOIS
INSTRUCTIONS FOR SUBMITTING OFFERS

*Download from the CPO's website and complete these documents if this RFP contains a
Business Enterprise Program (BEP) goal.*

BEP Utilization Plan

Letter of Intent Template

*Download from the CPO's website and complete these documents if this RFP contains a
Veteran Small Business Program (VBP) goal.*

Veteran Small Business Utilization Plan

Letter of Intent Template

STATE OF ILLINOIS
INSTRUCTIONS FOR SUBMITTING OFFERS

SECTION 1.

A. INSTRUCTIONS FOR SUBMITTING OFFERS

- A.1. PROCESS CHANGES RESULTING FROM BIDBUY:** BidBuy is the new electronic procurement system being used by agencies under the jurisdiction of the Chief Procurement Officer for General Services. With the implementation of BidBuy, some procurement processes have changed. In some instances, BidBuy entirely replaces the State’s previous procurement processes. In others, the past instruction or process remains unchanged or is augmented by BidBuy.

The State publishes Requests for Proposals (RFP) in BidBuy. BidBuy consists of public webpages that may be referred to as the “Bulletin” or information “on BidBuy”. BidBuy also permits vendors to create password protected Seller Accounts allowing electronic quoting for some procurement methods. The RFP, along with other attachments and information on BidBuy, constitutes the State’s solicitation. The State does not accept electronic offers submitted through BidBuy in response to RFPs. Offerors must continue to submit offers in paper format and in accord with the instructions for submission. Offerors must pay special attention to the instructions found on BidBuy as they augment the information in this RFP. Offerors shall read the entire contents of this RFP and direct any questions to the Information Contact found on the BidBuy posting.

- A.2. CONFLICT BETWEEN INFORMATION IN PAPER FORMAT AND BIDBUY:** If the State provides information in paper format (i.e. the RFP and other attachments) that is different or in conflict with the information the State provides on BidBuy, then the information in paper format is presumed to represent the State’s intent. If the Offeror provides information in paper format that is different or in conflict with the information the Offeror provides in BidBuy through their Seller Account, then the information in paper format shall represent the Offeror’s intended submission.

- A.3. HOW TO ENTER INFORMATION:** Type information in the red text form fields (i.e.) provided. If the information requested does not apply to the Offeror’s situation, then enter “N/A” into the text form field. Please enter the requested information or N/A into every text form field.

- A.4. PUBLISHED PROCUREMENT INFORMATION:** The State publishes procurement information, including solicitations, awards, and amendments, on the General Services Illinois Procurement Bulletin, also referred to as the Bulletin or BidBuy (<https://www.bidbuy.illinois.gov/bsa/>). Procurement information may not be available in any other form or location. Offeror is responsible for monitoring the Bulletin. The State will not be held responsible if Offeror fails to receive the optional e-mail notice of future amendments to the solicitation.

- A.5. INFORMATION CONTACT:** The individual listed in the “Info Contact:” on the Bulletin posting shall be the single point of contact for this solicitation. Unless otherwise directed, Offerors should only communicate with the Information Contact. The State shall not be held responsible for information provided by or to any other person.

STATE OF ILLINOIS INSTRUCTIONS FOR SUBMITTING OFFERS

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

A.6. OFFEROR QUESTIONS AND AGENCY RESPONSE: All questions, other than questions raised at the Offeror Pre-Bid Conference/Site Visit, pertaining to this solicitation must be submitted in writing to the Information Contact no later than as noted in the “Bulletin Description” on the Bid published in BidBuy. Questions received and Agency responses may be posted as an Amendment to the original solicitation on the Bulletin; only these posted answers to questions shall be binding on the State. Offerors are responsible for monitoring the Bulletin.

A.7. REQUIRED MEETINGS

In the Bulletin posting, the Agency may schedule a Pre-Bid Conference or Site Visit as the “Pre Bid Conference:”.

Is attendance at the Pre-Bid Conference/Site Visit Mandatory? Yes

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

A.8. OFFER DUE DATE, TIME, AND ADDRESS FOR SUBMISSION OF OFFERS: Each solicitation contains the Offer Due Date and Time appearing as the “Bid Opening Date:” on the Bulletin posting. Offers will be opened at the “Submit/Deliver Offers To:” address provided below on the “Bid Opening Date:”

A.8.1. Offer Firm Time: The Offer must remain firm for 180 days from opening.

A.8.2. Submit/Deliver Offers To: Label (outside of envelopes/containers):

Agency: Illinois Tollway	“Sealed Offer – Do Not Open”
Attn: Procurement	Project Title: #18-0093 I-PASS Distribution and Back-End Support Services BidBuy Bid #: 19-557THA-BUSSY-B-4599
Address: 2700 Ogden Avenue	Due Date & Time: As published in BidBuy.
City, State Zip: Downers Grove, IL 60515	<i>Offeror Name</i>
	<i>Offeror City, State Zip</i>

STATE OF ILLINOIS

INSTRUCTIONS FOR SUBMITTING OFFERS

A.9. ORGANIZATION REQUIRED: Offers may be submitted in as few as four and as many as seven packets. Please follow these instructions carefully. Separately seal and label each packet.

A.9.1. Packet 1 shall contain the Offeror's response to the Specifications/Qualifications/Statement of Work provided in Section 1, Part D.

A.9.2. Packet 2 shall contain Offeror's Pricing provided in Section 2, Part E.

A.9.3. Packet 3 shall contain the Offeror's Offer found in Section 1, Part C, and applicable forms found in Section 3, Parts F through J.

A.9.3.1. Exceptions must be provided on Agency's Exceptions to Solicitation and Contract Terms and Conditions form (Section 3, Part G) or must be in a substantially similar format. Agency discourages taking exceptions. State law shall not be circumvented by the exception process. Exceptions may result in rejection of the Offer.

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

A.9.3.2. The Agency may state additional terms and conditions to contracting in the State Supplemental Provisions (Section 3, Part H).

A.9.4. Packet 4 shall contain either Forms A or Forms B. Forms A contains eight forms and shall be returned by Offerors that are not registered in the Illinois Procurement Gateway (IPG).

Forms B consists of two pages and a one page Taxpayer Identification Number. Forms B is only returned by Offerors that have a valid IPG registration number with expiration date and elect to not use the forms found in Forms A.

A.9.5. Packet 5 shall contain a redacted copy of the Offer.

A.9.5.1. Offeror should provide a redacted copy of the Offer, if applicable, that removes material considered to be a trade secret or competitively sensitive, confidential, or proprietary. See F.9. in Standard Terms and Conditions, Section 3, Part F.

A.9.6. Packet 6 shall contain a response to the Minorities, Women, and Persons with Disabilities participation requirements. Packet 6 is only returned if a Business Enterprise Program goal is stated in the Bulletin posting.

A.9.7. Packet 7 shall contain a response to the Veteran Small Business (VSB) participation requirements. Packet 7 is only returned if a VSB goal is stated in the Bulletin posting.

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A.10. SUBMISSION OF OFFERS: The Offer must be submitted in separately sealed packets as indicated below and clearly labeled with the Request for Proposal title, the BidBuy reference number, the packet number, the Offeror’s name and the wording: **“Sealed Offer – Do Not Open.”** The separately sealed packets may be submitted together in one mailing/shipping box or may be submitted separately in individual/shipping boxes. Do not put the entire Offer on a single CD or USB flash drive. Pricing must always be on a separate CD or USB flash drive unless otherwise instructed.

Subject Matter	# of Originals	# of Hard Copies	# of CDs or USB flash drives
SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK – PACKET 1	One (1)	Four (4)	One (1)
PRICING – PACKET 2	One (1)	Four (4)	One (1)
SECTION 1 Part C (OFFER) and applicable forms in SECTION 3 – PACKET 3	One (1)	Four (4)	One (1)
FORMS A or FORMS B – PACKET 4	One (1)	One (1)	One (1)
REDACTED OFFER – PACKET 5	One (1)	One (1)	One (1)
MINORITIES, WOMEN, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN – PACKET 6	One (1)	One (1)	One (1)
VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN – PACKET 7	One (1)	One (1)	One (1)

A.11. SECURITY: Performance Bond: \$N/A. If a performance bond is required, Offeror must submit the Performance Bond to the Solicitation Contact within ten (10) days after award. The bond must be from a surety licensed to do business in Illinois. An irrevocable letter of credit is an acceptable substitute. The form of security must be acceptable to the State.

A.12. SMALL BUSINESS SET-ASIDE: In the Bulletin posting, if “Yes” is shown to the question “Is this subject to Small Business Set-Aside?”, then Offeror must be qualified by the Small Business Set-Aside Program at the time Offers are due in order for the Offer to be evaluated. For complete requirements and to qualify Offeror’s business in the Small Business Set-Aside Program, please visit the CPO’s website at (<https://www2.illinois.gov/cpo/general/Pages/Sell2Illinois.aspx>).

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- A.13. MINORITY CONTRACTOR INITIATIVE:** The State requires a fee of \$15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative. Any Offeror awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- A.14. FEDERAL FUNDS:** The resulting contract may be partially or totally funded with Federal funds. Upon notice of intent to award, the percentage of goods and/or services involved that are Federally funded and the dollar amount of such Federal funds will be disclosed.
- A.15. EMPLOYMENT TAX CREDIT:** Offerors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 and 45-70. Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.
- A.16. GOVERNING LAW AND FORUM:** Illinois law and rules govern this solicitation and any resulting contract. Offeror must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. This document contains statutory references designated with "ILCS". Offeror may view the full text at (<http://www.ilga.gov/legislation/ilcs/ilcs.asp>). The Illinois Procurement Code (30 ILCS 500) and the Standard Procurement Rules (44 ILL. ADM. CODE PART 1) are applicable to this solicitation and may be respectively viewed at (<http://www.ilga.gov/legislation/ilcs/ilcs5.asp?ActID=532&ChapterID=7>) and (<http://www.ilga.gov/commission/jcar/admincode/044/044parts.html>).
- A.17. PUBLIC RECORDS AND REQUESTS FOR CONFIDENTIAL TREATMENT:** Offers become the property of the State and late submissions will not be returned. All Offers will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless Offeror requests in its Offer that the State treat certain information as confidential. A request for confidential treatment will not supersede the State's legal obligations under FOIA. The State will not honor requests to keep entire Offers confidential. Offerors must show the specific grounds in FOIA or other law or rule that support confidential treatment. Regardless, the State will disclose the successful Offeror's name, the substance of the Offer, and the price.

If Offeror requests confidential treatment, Offeror must submit additional copy/copies (see Instructions for Submitting Offers in Section A.10.) of the Offer with proposed confidential information redacted. This redacted copy must tell the general nature of the material removed, and shall retain as much of the Offer as possible. In a separate attachment, Offeror shall supply a listing of the provisions identified by section number for which it seeks confidential treatment and identify the statutory basis or bases under Illinois law, including a detailed justification for exempting the information from public disclosure.

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

- A.18. RESERVATIONS:** Offeror must read and understand the solicitation and tailor the Offer and all activities to ensure compliance. The State reserves the right to amend the solicitation, reject any or all Offers, award by item/services, group of items/services, or grand total, and waive minor defects. The State may

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

A.19. AWARD: The State is not obligated to award a contract pursuant to this solicitation. If the State issues an award, the award will be made to the Responsive and Responsible Offeror whose Offer best meets the specified criteria unless otherwise permitted by the Illinois Procurement Code and Illinois Administrative Code. However, if the State does not consider the Price to be fair and reasonable and negotiations fail to meet an acceptable price, then the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State will determine whether the price is fair and reasonable by considering the Offer, including the Offeror's qualifications, the Offeror's reputation, all prices submitted, other known prices, the project budget and other relevant factors. The State will post a notice to the applicable Bulletin identifying the apparent most Responsive and Responsible Offeror.

A.20. REFERENCES: Yes No. If "Yes" is marked, Offeror must provide references from established private firms or government agencies other than the procuring Agency, who can attest to Offeror's experience and ability to perform the contract that is the subject of this solicitation. Offeror must provide the name, contact information and a description of the supplies or services provided using the References form found in Section 3, Part J.

Type and Number of References:

Four (4) from established private firms or government agencies, (two of each type preferred) other than the procuring agency. Offerors shall provide the name, contact information and a description of the supplies or services provided.

A.21. INVOICING ADDRESS: The awarded Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract. The Bulletin posting contains the "Bill-to Address:" where invoices should be sent.

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

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A.22. PROTEST REVIEW OFFICE: Offeror may submit a written protest to the Protest Review Office following the requirements of the Standard Procurement Rules. 44 ILL. ADM. CODE 1.5550. For protests related to specifications, the Protest Review Office must physically receive the protest no later than fourteen (14) days after the solicitation or related addendum was posted to the Bulletin. For protests related to rejection of individual proposals or awards, the protest must be received by close of business no later than fourteen (14) days after the protesting party knows or should have known of the facts giving rise to the protest. The Protest Review Office's information is as follows:

Chief Procurement Office
Attn: Protest Review Office
401 S. Spring Street
Suite 515 Stratton Office Building
Springfield, IL 62706

Email: eec.legalstaff@illinois.gov

Facsimile: (217) 558-1399
Illinois Relay: (800) 526-0844

A.23. EVALUATION PROCESS: The State determines how well Offers meet the responsiveness requirements. The State will rank Offers, without consideration of price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Offerors who fail to meet minimum requirements or who receive fewer than the minimum required points, if any, will not be considered for price evaluation and award.

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

A.23.1. RESPONSIVENESS: A responsive Offeror is one who submits an Offer that conforms in all material respects to the Request for Proposal, and includes **all required** forms.

A.23.1.1. Subcontractor Disclosure: If the Offer includes any subcontractors, then Offeror shall complete the Subcontractor Disclosure form found in Section 3, Part I.

A.23.1.2. References: If references are required, then Offeror shall complete and return the References form in Section 3, Part J.

A.23.1.3. If completing Forms B, then responsiveness may include and may not be limited to:

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

A.23.1.4. If completing Forms A, required forms may include and may not be limited to:

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- Business and Directory Information: Offeror shall complete and return the Business and Directory Information form in Forms A, Part 1, or in the Illinois Procurement Gateway.
 - Illinois Department of Human Rights Public Contracts Number: Offeror shall complete and return the IDHR Public Contract Number form in Forms A, Part 2, or in the Illinois Procurement Gateway.
 - Authorized to Transact Business or Conduct Affairs in Illinois: A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity prior to submitting an offer and authorized to transact business or conduct affairs in Illinois prior to execution of the contract. For more information, see Authorized to Transact Business or Conduct Affairs in Illinois in Forms A, Part 3.
 - Standard Certifications: Offeror shall complete and return the Standard Certifications form in Forms A, Part 4, or in the Illinois Procurement Gateway.
 - State Board of Elections Registration: Vendor or Offeror may be prohibited from making political contributions and be required to register with the State Board of Elections. For more information, see State Board of Elections in Forms A, Part 5.
 - Disclosure of Business Operations with Iran: Offeror shall complete and return the Disclosure of Business Operations with Iran form in Forms A, Part 6, or in the Illinois Procurement Gateway.
 - Financial Disclosures and Conflicts of Interest: Offeror shall complete and return the Financial Disclosures and Conflicts of Interest form in Forms A, Part 7, or in the Illinois Procurement Gateway.
 - Taxpayer Identification Number: Offeror shall complete and return the Taxpayer Identification form in Forms A, Part 8, or with Forms B.
- A.23.1.5. The State will determine whether the Offer meets the stated requirements. Minor differences or deviations that have negligible impact on the price or suitability of the supply or service to meet the State’s needs may be accepted or corrections allowed. If no Offeror meets a particular requirement, the State may waive that requirement.
- A.23.1.6. When the specification calls for “Brand Name or Equal,” the brand name product is acceptable. Other products will be considered with proof that the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.
- A.23.1.7. The State will determine whether the Offer complied with the instructions for submitting Offers. Except for late submissions, and other requirements that by law

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must be part of the submission, the State may require that an Offeror correct deficiencies as a condition of further evaluation.

A.23.2. **RESPONSIBILITY:** A Responsible Offeror is one who has the capability in all respects to perform fully the contract requirements and who has the integrity and reliability that will assure good faith performance. The State determines whether the Offeror is a “responsible” Offeror; an Offeror with whom the State can or should do business. For example, the State may consider the following:

A.23.2.1. A “prohibited bidder” includes any person assisting an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or providing similar assistance unless such assistance was part of a publically issued opportunity to review drafts of all or part of these documents. For purposes of this section, an employee of the State of Illinois means one who, by the nature of his or her duties, has the authority to participate personally and substantially in the decision to award a State contract. No person or business shall submit specifications to a State agency unless requested to do so by an employee of the State. No person or business that contracts with a State agency to write specifications for a particular procurement need shall submit a bid or proposal or receive a contract for that procurement need.

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

A.23.2.2. Other factors that the State may evaluate to determine responsibility include, but are not limited to: political contributions, certifications, conflict of interest, financial disclosures, taxpayer identification number, past performance in business or industry, references (including those found outside the Offer), compliance with applicable laws, financial responsibility, insurability, effective equal opportunity compliance, payment of prevailing wages if required by law, capacity to produce or sources of supply, and the ability to provide required maintenance service or other matters relating to the Offeror's ability to deliver in the quality and quantity within the time and price as specified in this solicitation.

A.23.2.3. Awarded Offerors must at all times have financial resources sufficient, in the opinion of the State, to ensure performance of the contract and must provide proof

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upon request. The State may require a performance bond if, in the opinion of the State, it ensures performance of the contract. The State may terminate the contract, consistent with the termination for cause provision of the contract, if the vendor lacks the financial resources to perform under the contract.

A.23.2.4. The State may require that an Offeror correct any deficiencies as a condition of further evaluation.

A.23.3. **PRICE:** The State identifies the lowest priced Offer that meets the responsibility and responsiveness requirements.

A.24. BUSINESS ENTERPRISE FOR MINORITIES, WOMEN, AND PERSONS WITH DISABILITIES ACT PARTICIPATION AND UTILIZATION PLAN: The Bulletin posting indicates whether this solicitation contains a goal to include businesses owned and controlled by minorities, women, and persons with disabilities. If this solicitation is for non-construction supplies or services and contains a goal, then failure to submit a Utilization Plan shall render the Offer non-responsive. 30 ILCS 575/4(f). All questions regarding the subcontracting goal must be directed to the Agency Business Enterprise Program (BEP) Liaison prior to submission of proposals.

BEP Liaison: Yvette Riley
Phone Number: 312-814-1089
Email Address: Yvette.Riley2@illinois.gov

Businesses included in Utilization Plans as meeting BEP requirements as prime vendors or subcontractors must be certified by the Department of Central Management Services as BEP vendors prior to the Bid Opening Date. Go to <https://www2.illinois.gov/cms/business/sell2/bep/pages/default.aspx> for complete requirements for BEP certification. Go to <https://cms.diversitycompliance.com/> to search for certified BEP vendors.

A.25. VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN: The Bulletin posting indicates whether this solicitation contains a goal to include businesses owned and controlled by military veterans. If this solicitation contains a goal, then failure to submit a Utilization Plan may render the Offer non-responsive. All questions regarding the subcontracting goal must be directed to the Agency Veteran Small Business Liaison prior to submission of proposals.

Veteran Small Business Liaison: Marlene Vick
Phone Number: 630-241-6800 extension 1949
Email Address: mvick@getipass.com

Businesses included in Utilization Plans as meeting Veteran Owned Small Business (VOSB) and Service Disabled Veteran Owned Small Business (SDVOSB) requirements as prime vendors or subcontractors must be certified

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by the Department of Central Management Services as VOSB or SDVOSB vendors prior to Bid Opening Date. Go to <https://www2.illinois.gov/cms/business/sell2/Pages/VeteranownedBusinesses.aspx> for complete requirements for VOSB or SDVOSB certification. Go to <https://cms.diversitycompliance.com/> to search for certified VOSB and SDVOSB vendors.

- A.26. BIDBUY TERMINOLOGY AND GUIDANCE:** BidBuy is an online e-procurement system. There may be some difference between the procurement terminology used in this solicitation and the terms used in BidBuy. Please learn more about BidBuy by accessing the online resources found here: <https://www2.illinois.gov/cpo/PathwayToProcurement/Pages/New-Vendor.aspx>.

-END OF INSTRUCTIONS-

STATE OF ILLINOIS SELECTION OF VENDOR

B. SELECTION OF VENDOR

- B.1.** The State may award to the most Responsive/Responsible Offeror whose Offer best meets the below criteria.
- B.2.** The State determines how well Offers meet the Responsiveness requirements. The State ranks Offers, without consideration of Price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Offerors who receive fewer than the minimum required points will not be considered for Price evaluation and award.
- B.3.** If the State does not consider the Price to be fair and reasonable and negotiations fail to meet an acceptable Price, the State reserves the right to cancel the award and take appropriate action to meet the needs of the State. The State determines whether the Price is fair and reasonable by considering the Offer, including the Offeror's qualifications, the Offeror's reputation, all prices submitted, other known prices, the project budget, and other relevant factors.
- B.4.** The chart below shows the elements of Responsiveness that the State evaluates, their relative weights in point format and any minimum point requirements.
 - B.4.1.** The total number of points for Responsiveness is 350. Offerors who do not receive a minimum of 250 of the total Responsiveness points will not be considered for price evaluation and award.

B.4.2. RESPONSIVENESS ELEMENTS

ELEMENTS	WEIGHT
<p>Milestones and Deliverables (See Section D.3):</p> <p>Offeror shall demonstrate its ability to accept inventory and provide a secured area where all inventory will be kept and have adequate facility space to accommodate a minimum of four (4) months supply of transponder inventory.</p> <p>Offeror shall demonstrate its ability to be responsible for the distribution of transponders and gift cards for sale at all retail outlets, including possible distribution of mounting strips, and develop a reporting and tracking system to report back to the Tollway.</p> <p>Offeror shall demonstrate its ability to produce all printing of cartons, inserts, a Privacy Agreement, activation instructions, owner’s manuals, removable labels on cartons, and transponder labels. Offeror shall also demonstrate its ability to create new design artwork for the carton for Tollway review.</p> <p>Offeror shall demonstrate its ability to maintain and deploy a disaster recovery plan including a plan for supply of physical inventory to retail locations.</p> <p>Offeror shall also demonstrate its ability to manage the disposal of returned/replaced transponders, including but not limited to; return verification, tracking and disposal.</p>	125

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ELEMENTS	WEIGHT
Offeror shall supply a succession plan for end of contract term that includes, at a minimum, reconciliation and transfer of all inventories.	
<p>Reporting, Status and Monitoring (See Section D.3):</p> <p>Offeror shall demonstrate its ability to provide, install and maintain an <u>existing</u> software application solution that is capable of communicating with retail locations, retail store management and Tollway management and that meets the minimum requirements as set forth in the RFP.</p> <p>Offeror shall demonstrate its ability to procure and manage supporting communications infrastructure to ensure that the proposed distribution and inventory management solution meets all the requirements of this RFP.</p> <p>Offeror shall demonstrate its ability to create and manage an inventory system that will track transponders, replacement transponders, and gift cards by retail store for sales and inventory tracking.</p> <p>Offeror shall also demonstrate its ability to perform tracking and reconciliation of all inventory, including, but not limited to, transponder sales, transponder replacements, transponder disposals, and gift cards, physical counts and provide detailed reporting.</p>	125
<p>Experience (See Section D.1):</p> <p>Offeror shall demonstrate its experience distributing goods/products to a network of retailers with a minimum of 50 locations and their ability to provide just-in-time inventory management and delivery to the minimum locations required.</p>	50
<p>Financial (See Section 4, Tab 4):</p> <p>Offeror shall provide the last three (3) most recent Year End financial statements outlining a satisfactory financial position to support the requirements as outlined in this RFP.</p>	50
Total Points	350

STATE OF ILLINOIS SELECTION OF VENDOR

- B.5.** The total number of points for Price is 50. The State will determine Price points using the following formula:

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

- B.6.** The maximum number of points is **400**. (Responsiveness 350 + Price 50).

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- C. Project Title: #18-0093 I-PASS Distribution and Back-End Support Services /
Reference #: BidBuy Reference # 19-557THA-BUSSY-B-4599

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

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

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

Yes No

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

Yes No N/A

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

Yes No N/A

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

Yes No

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

Yes No

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

Yes No N/A

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

Yes No N/A

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C.8. PACKET 1 – SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

Yes No

- | | | |
|-------|--|---|
| C.8.1 | Offeror's Proposed Solution to Meet the State's Requirements | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C.8.2 | Milestones and Deliverables | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C.8.3 | Offeror/Staff Specifications | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C.8.4 | Transportation and Delivery Terms | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| C.8.5 | Where Services Are to Be Performed | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |

C.9. PACKET 2 – PRICING

Yes No

C.10. PACKET 3 – OFFER

Yes No

- | | | |
|--------|--|---|
| C.10.1 | Offer | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C.10.2 | Exceptions to Solicitation Contract Terms and Conditions | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| C.10.3 | Supplemental Provisions | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| C.10.4 | Subcontractor Disclosures | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |
| C.10.5 | References | <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A |

C.11. PACKET 4 – FORMS A

Yes No

- | | | |
|--------|---|--|
| C.11.1 | Business and Directory Information | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C.11.2 | Illinois Department of Human Rights Public Contracts Number | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C.11.3 | Authorized to Do Business in Illinois | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C.11.4 | Standard Certifications | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C.11.5 | State Board of Elections | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C.11.6 | Disclosure of Business Operations in Iran | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| C.11.7 | Financial Disclosures and Conflicts of Interest | <input type="checkbox"/> Yes <input type="checkbox"/> No |

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C.11.8 Taxpayer Identification Number Yes No

C.12. PACKET 4 – FORMS B

Yes No

C.12.1 Illinois Procurement Gateway Registration # with expiration date Yes No

C.12.2 Certifications Timely to this Solicitation Yes No

C.12.3 Disclosures of Lobbyists and Pending Contracts Yes No

C.12.4 **Signature** Yes No

C.12.5 **Taxpayer Identification Number** Yes No

C.13. PACKET 5 – REDACTED OFFER

Yes No

C.14. PACKET 6 – BEP UTILIZATION PLAN

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

C.14.2 Minorities, Women, Persons with Disabilities Participation and Utilization Plan Yes No N/A

C.15. PACKET 7 – VSB UTILIZATION PLAN

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

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

C.16. PREFERENCES

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

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

- Resident Bidder (30 ILCS 500/45-10).
- Soybean Oil-Based Ink (30 ILCS 500/45-15).
- Recycled Materials (30 ILCS 500/45-20).
- Recycled Paper (30 ILCS 500/45-25).
- Environmentally Preferable Supplies (30 ILCS 500/45-26).

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- Correctional Industries (30 ILCS 500/45-30).
- Sheltered Workshops for the Severely Handicapped (30 ILCS 500/45-35).
- Gas Mileage (30 ILCS 500/45-40).
- Small Businesses (30 ILCS 500/45-45).
- Illinois Agricultural Products (30 ILCS 500/45-50).
- Corn-Based Plastics (30 ILCS 500/45-55).
- Disabled Veterans (30 ILCS 500/45-57).
- Vehicles Powered by Agricultural Commodity-Based Fuel (30 ILCS 500/45-6)
- Biobased Products (30 ILCS 500/45-75).
- Historic Preference Area (30 ILCS 500/45-80).
- Procurement of Domestic Products (30 ILCS 517).
- Public Purchases in Other States (30 ILCS 520).
- Illinois Mined Coal (30 ILCS 555).
- Steel Products Procurement (30 ILCS 565).
- Business Enterprise for Minorities, Women, and Persons with Disabilities Act (30 ILCS 575).
- Veterans Preference (330 ILCS 55).

Items that Qualify and Explanation: ████████

Signature of Authorized Representative: _____

Printed Name of Signatory: ████████

Offeror's Name: ████████

Date: ████████

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D. SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

D.1. GOAL: I-PASS electronic toll collection is the Tollway's most effective solution for easing traffic congestion at toll plazas, streamlining toll collection and counting, and improving customer service. I-PASS is responsible for nearly 90 percent of toll revenue collected, and the number of transponders in circulation has grown to more than 6.6 million. The Tollway currently makes I-PASS transponders available to customers via retail outlets. Since the Tollway began the retail program in November 2003, the Tollway has distributed over 3.8 million I-PASS transponders at our retail outlets and has successfully replaced over 1.6 million transponders with expired batteries at the same retail outlets. A key component of this retail outlet arrangement is our work with a third-party transponder distribution Offeror that can provide the inventory management and distribution support needed to effectively supply the retail outlets with I-PASS transponders and gift cards. I-PASS branded gift cards can be purchased with preloaded values that can then be used to add funds to a new or existing I-PASS account. More than 800,000 gift cards have been sold and distributed at retail outlets since 2013. (See Exhibit B for 2018 distribution numbers and also Exhibit C for a projection of replacements due to the transponder battery expiration dates).

Currently, the Tollway contracts primarily with Jewel-Osco for the sale of I-PASS Class 1 Transponders – used in passenger vehicles - and gift cards, as well as the Tollway’s proactive Transponder Replacement Program. As of [March, March](#) 2019, 187 Jewel-Osco stores offer services as part of the I-PASS program. Additionally, there are three (3) Road Ranger locations that sell passenger Class 1 transponders and commercial Class 5 transponders in the Rockford, Illinois area. The Tollway reserves the right to contract with multiple retail outlets, and the transponder distribution Offeror must be able to provide the back-end inventory management and distribution support needed for one (1) or more retail outlet partners. Please note however, it is unlikely the Tollway would seek to exceed 500 separate retail locations at any one time. The Tollway may expand services to Indiana, Iowa and Wisconsin near locations that serve as gateways to our roadways. The Offeror would be responsible for providing the same backend inventory management and distribution support needed for all retail locations.

Additionally, an optional service may be required to include packaging and distribution support for vending machines at up to 50 locations in our service territory. Should the Tollway choose to implement this option, the Offeror selected would be responsible for packaging, delivery and stocking of the transponder and gift card units. The Offeror will be responsible for reporting daily sales volume at each vending machine location. Each vending machine is expected to hold up to 200 units.

D.2. SUPPLIES AND/OR SERVICES REQUIRED: The Tollway retail distribution approach is to continue offering packaged I-PASS transponders (pre-loaded with a pre-designated amount of dollars in tolls) available in secure and easy-to-access locations, in retail outlets such as grocery and/or drug stores. The package includes the transponder, mounting strips (affixed by the manufacturer), activation instructions, a Privacy Agreement, and a printed owner’s manual. The customer is currently charged \$30.00 (\$20.00 for

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the loaded tolls and \$10.00 for a transponder deposit). After purchase, the customer activates the transponder by calling the Tollway's Customer Service Center at the toll-free 800 number enclosed in the package or by visiting www.getipass.com. The successful Offeror will be responsible for the packaging, distribution to retail outlets, and tracking of these new transponders.

The Offeror will also be responsible for the packaging, distribution to retail outlets, and tracking of replacement transponders for the Tollway's proactive transponder replacement program. The Tollway notifies I-PASS customers by postal mail when their transponder battery has reached the end of its useful life and further instructs them on how to receive their replacement transponder by using a unique barcode included in the notification. The Offeror will coordinate with the retail outlets for the pick-up or delivery of the old transponders and will prepare these transponders for environmentally responsible disposal.

The Tollway desires to have the option of distributing to retail outlets the transponder mounting strips. The Tollway would be responsible for supplying the Offeror with the mounting strips and the Offeror would be responsible for the distribution to the retail stores, if implemented. The Tollway would control the inventory in a manner where each retail outlet would be distributed a pre-determined inventory for the month. The Offeror would be responsible for this monthly delivery.

Finally, the Offeror shall perform tracking and reconciliation of all inventories, including new transponder sales, transponder replacements, and gift cards. The Offeror will be responsible for development and maintenance of a suitable inventory ordering, tracking and reporting application to integrate with and communicate with both retail locations and the Tollway. The Offeror shall provide the Tollway with detailed reporting daily, weekly, and monthly based on the type of report via email.

The Offeror shall work closely with the retailer(s) to ensure that accurate data is passed along and also have the ability to troubleshoot issues that might arise. The Offeror shall send to the Tollway, via a secure FTP (File Transfer Protocol), a daily file upload (seven (7) days every week) the transponder sales and transponder replacement data, including but not limited to; store number, I-PASS account number, old transponder serial number, new transponder serial number and date. The Tollway will work with the Offeror for formatting details of the file upload.

The Tollway does not desire to directly handle any component of this project in-house and will choose an Offeror who can work seamlessly with the retail outlets and the Tollway.

D.3. MILESTONES AND DELIVERABLES:

D.3.1. Receiving Shipments: Describe in detail how the Offeror proposes to meet the following requirements for accepting and securing shipments of transponders.

Shipments of the transponders will be delivered to the Offeror in pallets of 7,200 transponders from the manufacturer or from the Tollway. The pallet, which measures approximately 4' x 4', includes six (6) cases of 1,200 transponders, per case. In each case, there are twelve (12) foil-lined boxes of 100 transponders. On the outside of each case and box is a bar code with the range of serial numbers that are associated with the container's contents. Shipping papers are

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also included. The Offeror is responsible for any loss or theft of Tollway property while in their possession.

The Offeror must provide a description of the secured area where all inventory, including gift cards and transponders, will be kept. The Offeror must have facility space to accommodate a four (4) month supply of transponder inventory for retail sales totaling approximately 80,000 transponders (20,000 per month) and a four (4) month supply of transponder inventory for the replacement transponders totaling approximately 60,000 (15,000 per month). The Tollway will work with Offeror's inventory management to coordinate appropriate inventory levels. (See Exhibit C for Replacement data).

The Offeror will also be responsible for receiving the inventory into the Tollway's SAP ECC Inventory System. The Tollway will provide secure access and training to the Offeror.

- D.3.2. Distribution of Transponders for Sale: Describe in detail how the Offeror proposes to meet the following requirements for managing the packaging and distribution of transponders for sale.

Offeror will be responsible for the distribution of transponders for sale at all retail outlets. Each transponder will need to be placed in a static shield bag before being placed in the carton. Offeror will be responsible for the purchase of the static shield bag. (The Tollway will provide the design, size and graphics for the cartons, as noted in Section D.3.6). Each carton will need to have a removable bar code label for inventory tracking purposes, and each transponder will need to have a removable label with activation instructions.

All printing of cartons, inserts, a Privacy Agreement, activation instructions, owner's manuals, removable labels on cartons, and transponder labels are the Offeror's responsibility. The successful Offeror will be required to use a statement furnished by the Tollway to be used on all printed materials, per State guidelines. The Offeror will be responsible for determining print quantities and frequency of print orders based on their inventory needs. The Tollway will provide the Offeror with a PDF format file of the owner's manual, the Privacy Agreement, and activation instructions for printing.

Note: If in the event during the life of this contract the Tollway changes transponder styles, the Offeror will be responsible for adjusting its operation to accommodate new packaging and inserts, as directed by the Tollway. Any contract pricing adjustments for packaging and distribution costs will be negotiated at that time.

- D.3.3. Distribution of Replacement Transponders: Describe in detail how the Offeror proposes to meet the following requirements for managing the packaging and distribution of replacement transponders.

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The Offeror will be responsible for the distribution and tracking of the replacement transponders. The customer is instructed to bring their mandatory replacement letter received from the Tollway along with the old transponder to one of our retail locations to receive a free replacement. Visit www.getipass.com for current information regarding our Transponder Replacement Program.

It is imperative that the Offeror work closely with the retailer(s) to develop a reporting and tracking system to report back to the Tollway on a daily basis; for those units that have been replaced. Further information is provided in the next section. The replacement inventory is delivered in boxes to the stores and not packaged individually like the transponders for sale. There is no anticipated need for printing of inserts or special packaging or static shield bags. Offeror must provide a solution in their response as to how they will handle this portion of the RFP. See Exhibit C for projected transponder replacements.

- D.3.4. Gift Cards: Please submit your plan for managing the distribution and tracking of gift cards. The Offeror will be responsible for the distribution of I-PASS gift cards in retail outlets. These gift cards are plastic credit-card sized cards and come pre-packaged at 100 per box. The Offeror shall keep all gift cards in a secured location. The denomination currently sold in 187 retail stores is \$20.00. Quantities per box or denominations sold may change during the life of the contract. The Offeror is expected to manage this inventory also and to develop reports for tracking.

Note: Tollway may add denominations and/or offer limited/seasonal gift cards (e.g. Holiday designed cards) from time to time. The Offeror is expected to be able to manage, track and reconcile these items.

- D.3.5. Mounting Strips: Describe in detail how the Offeror proposes to meet the following requirements for the possible distribution of mounting strips to the retail outlets.

The Offeror may be responsible for the distribution of mounting strips to retail outlets. These strips are a plastic 1-1/8" x 1/2" piece. They currently are packaged with 5,000 individual pieces per box (2,500 sets) and it is anticipated that each store would be delivered mounting strips on an as-needed basis.

- D.3.6. Carton and Printing Requirements: Describe how the Offeror proposes to meet the following requirements for the printing requirements.

The currently used transponder carton must be 5.375" x 3.25" x 1.875" (folded) tab mailer 200B KLA (white). The current carton contains the graphics, color and verbiage (see Exhibit A). The transponders must have a removable label with activation instructions, transponder serial number, and account number printed, (see Exhibit A). The carton must have a removable label with account number and transponder serial number for sales inventory tracking. The carton

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includes the transponder, mounting strips (affixed by the manufacturer), activation instructions, a Privacy Agreement, and a printed owner's manual. All cartons must be sealed.

- D.3.7. Shipment of Cartons: The Offeror is responsible for the cost of materials, labeling, and shipping charges associated with shipping packages in increments of a minimum of 25 pieces to the retail outlets.

Note: From time to time, the packaging and insert requirements may change. Changes to existing format requirements, and/or the printing of additional inserts or retail store handouts may be requested by the Tollway. These will be negotiated on an as-needed basis and may be invoiced as pass-through costs to the Tollway. Offeror shall also demonstrate the ability to create new design artwork for the carton for Tollway review.

Note: For a better understanding and sample of the current packaging and inserts, please feel free to purchase a transponder from one of our retail outlets.

- D.3.8. Business Continuity, Disaster Recovery Plan and Succession Plan: Please describe in detail your disaster recovery plan.

The Offeror must maintain and deploy a plan for supply of physical transponders and gift card inventory to retail locations and maintenance of warehousing of inventory and related materials as specified in this RFP. This plan must outline how the Offeror will ensure that the program functions without interruption under non-catastrophic circumstances. Under catastrophic circumstances; such as major storms, electrical outages, etc., this plan should detail how quickly the program could be returned to normal functioning.

The Offeror also must supply a disaster recovery plan for the reporting and tracking application as specified in this RFP. This plan shall outline how the Offeror will ensure that the reporting and tracking application functions without interruption under non-catastrophic circumstances. Under catastrophic circumstances, such as major storms, electrical outages, etc., this plan should detail how quickly the program could be returned to normal functioning.

The Offeror must be able to work with the Tollway IT Department to ensure that proper security measures are in place for the transfer of all necessary files.

Please describe in detail your succession plan:

The Offeror shall supply a succession plan for end of contract term that includes at a minimum; reconciliation and transfer of all inventories.

- D.3.9. Disposal of Transponders: Please submit your plan for managing the disposal of old transponders.

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As part of the transponder replacement program, old transponders are returned to retail locations. These transponders must be disposed of in an environmentally safe way. The distribution Offeror is responsible for return verification and disposal of these transponders.

Disposal of Old Transponders That Were Replaced: Upon disposal of the old transponders, the Offeror shall send to the Tollway, via the daily secure FTP upload; the transponder serial number data and date. The Tollway will work with the Offeror for formatting details of the file upload.

Disposal will need to go through an approved disposal source. The standard is established by the Environmental Protection Agency (EPA) for disposal of lithium batteries. The Offeror is responsible for following the guidelines set forth by the EPA. The Offeror must provide documentation verifying compliance with EPA guidelines. It is recommended that you contact your local EPA office. For your reference, we have included the disposal considerations for the lithium batteries below. This may help when working with your local EPA office.

DISPOSAL CONSIDERATIONS

Proper Shipping Name: Waste Lithium Batteries

UN Number: 3090

Hazard Classification: Class 9 (Misc.)

Packing Group: II

Labels Required: MISCELLANEOUS, HAZARDOUS WASTE

Waste Disposal Code: D003

D.3.10. Reporting, Status and Monitoring: Describe in detail how the Offeror proposes to meet the following requirements.

Offeror must include with their response specifications of the required distribution and inventory management software solution and sample reports. The Offeror is required to provide, install and maintain an existing software application solution that is capable of communicating with retail locations, the retail store management and Tollway management. The Offeror is responsible for procurement and management of supporting communications infrastructure to ensure that the proposed distribution and inventory management solution meets all requirements of this RFP.

The Offeror is required to have an existing software application solution that has been used for distribution and inventory management. The solution must include the following at a minimum:

- Location specific inventory order placement, order routing, delivery tracking and reconciliation.
- Replacement transponder ordering, delivery tracking, return transponder reporting and reconciliation.
- Return transponder reporting, reconciliation and tracking.
- Gift card ordering, delivery tracking, return reporting and reconciliation.
- Inventory level tracking, reporting and low level alert identification.

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- Offeror must provide training to the retailer of the above mentioned application. This can be performed with a train-the-trainer program.
- D.3.11. The Offeror must manage an inventory system that will track transponders by retail outlets (See Exhibit D for sample reports).
- Returns of new transponders will be accepted at the retail outlet only if unopened, accompanied by a receipt, and at the store from which the unit was sold. These transponders will be returned to the Offeror, who will then return them to the Tollway.
 - The Offeror will be responsible for transferring data daily, including transponder serial number, date, retail store location, etc., to the Tollway for the transponder sales reconciliation via FTP transfer (See Exhibit D for sample reports).
- D.3.12. The Offeror must manage an inventory system that will track replacement transponders by retail store for replacements and inventory, and shall coordinate with the Tollway accordingly. This includes tracking replacement inventory shipped to and replaced by location, including tracking old and new transponder serial numbers. Replacement transponder data will be provided by retail outlets.
- For transponders returned as part of the replacement program, please see Section D.3.9. regarding disposal requirements.
 - The Offeror will be responsible for transferring data daily to the Tollway, including transponder serial numbers, date, retail store location, etc., to the Tollway for replacement transponder reconciliation via FTP transfer.
 - Weekly and monthly summary reports tracking sales of transponders and gift cards and replacement transponders shall be provided to the Tollway. (See Exhibit D for sample report).
 - The Offeror will be expected to work with Tollway on occasion to troubleshoot any issues that arise from store reporting discrepancies.
- D.3.13. The Offeror must manage an inventory system that will track gift cards by retail store for sales and inventory, and shall coordinate with the Tollway accordingly. This includes tracking gift cards by location, shipped to and sold from. Gift card sales data will be provided by the retail outlets.
- Rarely, a defective gift card is returned to a retail outlet. Returns of any defective gift cards must be tracked, reported, collected by the Offeror, and delivered to the Tollway.
 - The Offeror will be responsible for transferring data daily, including serial number, date, retail store location, etc., to the Tollway for gift card sales reconciliation via FTP transfer.

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D.3.14. The Offeror must perform tracking and reconciliation of all inventory, including new transponder sales, transponder replacements, transponder disposals, and gift cards, to physical counts.

The Offeror will provide the Tollway with detailed reporting; daily, weekly, and monthly, based on the type of report via email. Daily inventory reports must be available upon request. Said daily inventory reports are considered to be subject to the audit/retention of records provision set forth in this RFP. The Tollway, upon reasonable notice to the Offeror, shall be entitled to visit Offeror's facilities during normal business hours for the purpose of verifying transponder (including replacement), gift card, and mounting strip inventory.

- The Offeror must produce reconciliation reports that can be easily integrated to other tracking programs including those of third parties; such as the Tollway, I-PASS customer service application, and retailer(s). Physical inventory reconciliation shall be performed at least monthly.
- At the Tollway's option, the Parties will work together to monitor performance during the contract term. This may include use of a performance scorecard with conditions, milestones, requirements, or timetables that must be met before additional steps may be taken, or payment is due. The scorecard also may record matters related to price, service, quality and other factors deemed important by the Tollway.
- The Offeror shall cooperate with the Tollway to monitor performance activity, which may require that the Offeror 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 Tollway.

D.3.1.5. All Tollway paper records shall be stored in 20-pound, legal size, storage Bankers Boxes for appropriate transfer to a Tollway designated scrap location after the retention period expires. Any Tollway assets, including records held in compliance with the retention policy, shall be transferred upon contract completion or termination.

D.4. OFFEROR / STAFF SPECIFICATIONS: Offeror is required to have experience distributing goods/products to a network of retailers with a minimum of 50 locations. Offeror shall demonstrate the ability to provide just-in-time inventory management and delivery to the minimum locations required.

Please submit a description of experience relevant to the scope of services required by this RFP.

Please include details regarding similar projects including but not limited to:

- Offeror name and contact name/address (Tollway will contact the client for references)
- Overview/scope of services provided
- Term of services provided
- Scale or volume of services provided (e.g. annual volume of units)

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D.5. TRANSPORTATION AND DELIVERY TERMS: The Offeror must send to the Tollway, via a daily file upload (seven (7) days every week); transponder replacement data, including but not limited to; store number, I-PASS account number, old transponder serial number, new transponder serial number, and date.

D.6. OFFEROR'S PROPOSED SOLUTION TO MEET THE STATE'S REQUIREMENTS: Please either respond in the space below or in the following prescribed format: Proposal volumes shall be organized and formatted in separately bound volumes (using three-ring or loose-leaf binders). Except for charts, exhibits and other illustrative and graphical information, all information shall be submitted on 8.5 inch by 11-inch, with the title block showing.

The Offeror Response shall be submitted as the Respondent's proposed solution, detailing how the Respondent plans to approach each service requirement. All requirements must be addressed.

Respondents are advised to adhere to the submittal requirements of this RFP. Failure to comply with the instructions of this RFP may be cause for rejection of a non-compliant proposal. Offerors are encouraged to provide adequate details for any request for information as noted in this RFP.

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

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

Tab 2 - Transmittal Letter: An individual authorized to legally bind the Offeror shall sign the transmittal letter. The person who signs the transmittal letter will be considered the contact person for all matters pertaining to the Offer unless the Offeror designates another person in writing. The letter shall include the Offeror's mailing address, e-mail address, fax number and telephone number.

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

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

- a. The Offeror shall provide their current business overview.
- b. Statements that demonstrate that the Offeror understands the services as specified in the RFP and will agree with Section 3 F "Standard Terms and Conditions."

Tab 4 - Financials: The Offeror shall provide the last three (3) most recent Year End Financial Statements, preferably audited with all footnotes and disclosures. Financial statements should indicate a

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positive tangible net worth, excluding loans to owners/shareholders, positive working capital, and a debt to tangible equity ratio of less than 6:1. Further, the financial statements should not indicate any material un-booked obligations. (A balance sheet is not a complete financial statement; balance sheets only will not be acceptable).

Tab 5 - Technical Approach/Methodology Requirement - A side-by-side response outlining the RFP requirements and Respondent's proposed solution shall be submitted. Offeror's proposed solution shall detail how the Offeror plans to approach each service requirement addressed in Section D. Offerors shall provide a detailed description of how the Offeror plans to approach each Technical requirement. Offers shall be fully responsive to each service requirement. Offers shall identify any deviations from the stated requirements in Section D or requirements that the Offeror cannot satisfy. Any deviations from the stated requirements or any requirements that the Offeror cannot satisfy will affect the evaluation of the Offer and may disqualify the Offeror. Answers that refer to previous sections are strongly discouraged. A response such as, "We will meet or exceed the requirements" without any details of how the requirement will be met shall not be an acceptable response and shall be scored accordingly.

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

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

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

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

D.7. SUBCONTRACTING

D.7.1. Subcontractors are allowed. A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a

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lessee of a State contract. If subcontractors are to be utilized, Offeror must identify subcontractors expected to receive \$50,000 or more annually under the contract and disclose the expected amount of money each will receive in the Subcontractor Disclosure form found in Section 3 Part I.

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

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

D.8. WHERE SERVICES ARE TO BE PERFORMED

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

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

D.8.3. Location where services will be performed: ██████████

D.8.4. Percentage of contract of services performed at this location (please do not use a dollar amount): ██████████

Include Part D and related attachments in Packet 1

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SECTION 2.

E. PRICING

E.1. FORMAT OF PRICING:

E.1.1. Offeror shall submit pricing in the format shown below, based on the terms and conditions set forth in Section 1 of this Request for Proposal. Offeror's price Offer shall serve as the basis for the compensation terms of the resulting contract. Failure to submit pricing as shown in this section may render Offeror's entire Offer Non-Responsive and ineligible for award.

E.1.2. Pricing shall be submitted in the following format:

Description	Annual Estimated Quantity	Unit Price	Contract Term – Years	Total Bid - Annual Estimated Quantity x Unit Price x Term
Retail (New Transponders): Packaging/Distribution/Back-End Support for the sale of I-PASS transponders at retail outlets per contract requirements.	300,000	\$ /Each	5	\$
Exchange (Replacement Transponders): Distribution/Back-End Support of transponders for the Transponder Replacement Program per contract requirements. <i>* (see note below)</i>	200,000	\$ /Each	5	\$
Disposal: Tracking and disposal of old transponders returned to the retailer.	200,000	\$ /Each	5	\$
Gift Cards: Distribution/Back-End Support for the gift cards per contract requirements.	150,000	\$ /Each	5	\$
Total Bid				\$

Note: As stated, the Annual Quantity is estimated. Please reference Exhibit C.

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Additional Optional items:

Occasionally the Tollway may require sub-components of the packaging and distribution process to be supplied by the Offeror. Please provide optional unit costs for the below items.

OPTIONAL PRICE SCHEDULE

Item	Description	Optional Unit Price
A	Carton and printing (Additional cartons that are not included in the standard distribution requirement outlined in this RFP).	\$ /Each
B	Cost for printing new inserts (Additional inserts that are not included in the standard distribution requirement outlined in this RFP).	\$ /Each
C	Cost for printing new removable labels (Additional labels that are not included in the standard distribution requirement outlined in this RFP).	\$ /Each
D	Distribution of mounting strips on a monthly basis to each retail location. (1 box of 5,000 individual pieces (2,500 sets) per store, per month).	\$ /Box
E	Packaging, Distribution and Inventory Management of vending machines. (Up to 50 locations and capacity of 200 units per vending machine; anticipated sales volume of approximately 300 units per location, per month).	\$ /Unit
F	Creation, Production, and Installation of in-store POS materials.	\$

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

E.3. EXPENSES ALLOWED: Expenses are not allowed.

E.4. DISCOUNT: The State may receive a 0% discount for payment within N/A days of receipt of correct invoice. This discount will not be a factor in making the award.

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

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

E.6.1. Offeror's Price for the Initial Term: [REDACTED]

STATE OF ILLINOIS PRICING

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

E.6.2.1. Illinois Tollway's Formula for Determining Renewal Compensation: Bid prices will remain fixed throughout the first sixty (60) months of the initial Contract term. A written request for an annual price adjustment must be made no later than sixty (60) calendar days before the expiration of the initial Contract term. The Tollway will consider, but not guarantee an approval of the request for a renewal increase.

E.6.2.2. Offeror's Price for Renewal(s): Refer to Section E.6.2.1 above.

Include Section 2 Part E and related attachments in Packet 2

STATE OF ILLINOIS
STANDARD TERMS AND CONDITIONS

SECTION 3.

F.1. TERM AND TERMINATION:

1.1. TERM OF THIS CONTRACT: This contract has an initial term of five (5) years anticipated to start January 1, 2020 and end December 31, 2024. If a start date is not identified, then the term shall commence upon the last dated signature of the Parties.

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

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

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

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

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

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

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

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

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

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

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

F.2. PAYMENT TERMS AND CONDITIONS:

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

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

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

2.4. PREVAILING WAGE: As a condition of receiving payment Vendor must (i) be in compliance with this contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<https://www2.illinois.gov/idol/Pages/default.aspx>) to ensure understanding of prevailing wage requirements.

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- 2.5. FEDERAL FUNDING:** This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the goods/services paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.
- 2.6. INVOICING:** By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may be required to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
- 2.6.1. Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's Illinois tax exemption number and Federal tax exemption information.
- 2.6.2. Vendor shall invoice at the completion of this contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to therein.
- F.3. ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.
- F.4. SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
- F.5. AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years. Paper records must be stored in 20 pound legal size storage ~~bankers~~boxes for appropriate transfer to Tollway designated scrap location after retention period expires. Any Tollway assets, including records held in compliance with retention policy must be transferred upon contract completion or termination. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer,

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

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

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F.11. INDEMNIFICATION AND LIABILITY: The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, the Illinois State Toll Highway Authority, its officers, employees, agents, and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements, and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

F.12. INSURANCE: Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance against claims. The 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 Vendor, his/her agents, representatives, employees or subcontractors. Work shall not commence until insurance required by this section has been obtained, and documentation has been submitted to and accepted by the Illinois Tollway. The insurance companies providing coverage shall be rated by A.M. Best Company with a Financial Strength Rating of A- or better and a financial size category of not less than VII. Insurance coverage shall not limit Vendor's obligation to indemnify, defend or settle any claims.

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, current edition or an alternative form providing equivalent protection.
2. Automobile Liability on an unmodified, Insurance Service Office form, current edition or an alternative form providing equivalent protection.
3. Workers Compensation insurance as required by the State of Illinois and including Employers' Liability.
4. Commercial property or Commercial Crime Insurance, covering Tollway property (transponders, replacement transponders, gift cards) during storage, packaging, and distribution.
5. Environmental Liability insurance, including coverage for disposal of old transponders and waste lithium batteries.
6. Technology Professional liability (Errors and Omissions) insurance, with coverage sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement, and including but not limited to coverage for the technology risks of file and data transfers, software applications, and inventory systems. This may be covered by a Cyber Liability Policy.

B. Minimum Limits of Insurance Contractor or vendor shall maintain no less than:

1. Commercial General Liability: limits of liability of not less than \$1,000,000 each occurrence for bodily injury, personal injury, and property damage and \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate.

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2. Automobile Liability: limit of liability of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage each accident.
3. Workers Compensation and Employers' Liability: Workers Compensation providing statutory benefits, and Employers' Liability of not less than \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit, including voluntary compensation.
4. Commercial property or Commercial Crime Insurance, with blanket limit of not less than \$2,000,000 aggregate.
5. Environmental Liability insurance: limits of liability of not less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
6. Technology Professional liability (Errors and Omissions) insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate.

The Illinois State Toll Highway Authority together with its officials, directors, and employees, shall be named "Additional Insured" as part of the commercial general liability and automobile liability coverage. These policies shall be primary for the Additional Insured and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other coverage be primary, contributing or excess. Policies shall contain a waiver of subrogation waiving any rights of recovery that the insurer(s) may have against the Illinois Tollway and its officials, directors, and employees.

The Illinois State Toll Highway Authority shall be named as "Named Insured" and loss payee as part of the commercial property or commercial crime coverage.

All deductibles or self-insured retentions must be declared and accepted by the Illinois Tollway. Proof of insurance shall include copies of the applicable "additional insured" endorsements for the review of and approval by the Illinois Tollway. Any failure by the Illinois Tollway to request proof of insurance will not waive the requirement for procuring and maintaining the minimum insurance coverages specified.

- F.13. INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.
- F.14. SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- F.15. COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- F.16. BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background checks.

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F.17. APPLICABLE LAW:

- 17.1. PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
- 17.2. EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.
- 17.3. COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.
- 17.4. OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

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

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

F.20. EXPATRIATED ENTITIES: Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

F.21. NOTICES: Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

F.22. MODIFICATIONS AND SURVIVAL: Amendments, modifications, and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions, and attachments shall prevail.

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STANDARD TERMS AND CONDITIONS

- F.23. PERFORMANCE RECORD/SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, whether to suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.
- F.24. FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.
- F.25. SCHEDULE OF WORK:** Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- F.26. WARRANTIES FOR SUPPLIES AND SERVICES**
- 26.1.** Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawings, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all Federal and State laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitation, reasonable attorneys' fees and expenses arising from failure of the supplies to meet such warranties.
- 26.2.** Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied, or statutory, and shall survive the State's payment, acceptance, inspection, or failure to inspect the supplies.
- 26.3.** Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor the performance of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.
- F.27. REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.
- F.28. EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

STATE OF ILLINOIS
EXCEPTIONS TO SOLICITATION AND CONTRACT TERMS AND CONDITIONS

G. [REDACTED] agrees with the terms and conditions set forth in the State of Illinois Request for Proposal (Reference Number: BidBuy #19-557THA-BUSSY-B-4599), including the standard terms and conditions, Agency supplemental provisions, certifications, and disclosures, with the following exceptions:

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

By: [REDACTED]

Signed: _____

Position: [REDACTED]

Date: [REDACTED]

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STATE SUPPLEMENTAL PROVISIONS

H.1. State Supplemental Provisions:

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

1.1 TOLLWAY SUPPLEMENTAL PROVISIONS:

- Definitions
- Required Federal Clauses, Certifications and Assurances
- ARRA Requirements (American Recovery and Reinvestment Act of 2009)
- Public Works Requirements (construction and maintenance of a public work) (820 ILCS 130/4)
- Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, and security services, if valued at more than \$200 per month or \$2000 per year (30 ILCS 500/25-60)
- Prevailing Wage (all printing contracts) (30 ILCS 500/25-60)
- BEP Subcontracting Requirements (Utilization Plan and Letter of Intent)
- PAYMENT OF TOLLS: The Vendor shall be required to pay the full amount of tolls, if any, incurred by it during the duration of the contract. Said tolls will not be refunded by the Illinois Tollway. Furthermore, in the event that a final determination is made by the Illinois Tollway that the Contractor has failed to pay any required tolls and associated fines, the Illinois Tollway is authorized to take steps necessary to withhold the amounts of the unpaid tolls and fines from any payment due the contractor by the Illinois Tollway and/or other Tollway of Illinois office, department, commission, board or agency.

1.2 AGENCY SUPPLEMENTAL TERMS AND CONDITIONS:

- 1.2.1 Order of Precedence:

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STATE SUPPLEMENTAL PROVISIONS

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

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

1.2.2 Agents and Employees:

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

1.2.3 Publicity:

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

1.2.4 Consultation:

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

1.2.5 Third Party Beneficiaries:

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

1.2.6 Successors in Interest:

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

1.2.7 Vendor's Termination Duties:

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

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

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STATE SUPPLEMENTAL PROVISIONS

- 1.2.7.2 Immediately cease using and return to the Tollway/Buyer any personal property or materials, whether tangible or intangible, provided by the Tollway/Buyer to the Vendor;
- 1.2.7.3 Comply with the Tollway/Buyer's instructions for the timely transfer of any active files and work product produced by the Vendor under this Contract;
- 1.2.7.4 Cooperate in good faith with the Tollway/Buyer, its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor;
- 1.2.7.5 Immediately return to the Tollway/Buyer any payments made by the Tollway/Buyer for services that were not rendered by the Vendor.

1.2.8 Inspector General:

The Vendor/Contractor hereby acknowledges that pursuant to Section 8.5 of the Toll Highway Act (605 ILCS 10/8.5) the Inspector General of the Illinois State Toll Highway Authority has the authority to conduct investigations into certain matters including but not limited to allegations of fraud, waste and abuse, and to conduct reviews. The Vendor/Contractor will fully cooperate in any OIG investigation or review. Cooperation includes providing access to all information and documentation related to the goods/services described in this Agreement, and disclosing and making available all personnel involved or connected with these goods/services or having knowledge of these goods/services. All subcontracts must inform Subcontractors of this provision and their duty to comply.

1.3 OVERTIME:

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

1.4 VENUE AND ILLINOIS LAW:

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

- 1.4.1 Whenever "State" is used or referenced in this Contract, it shall be interpreted to mean the Illinois State Toll Highway Authority.
- 1.4.2 The State Prompt Payment Act (30 ILCS 40) does not apply to the Tollway. Therefore, the first two sentences of paragraph 2.1 are inapplicable to this contract.
- 1.4.3. The Tollway is not currently an appropriated agency. Therefore, to the extent paragraph 1.5 concerns the Tollway being an appropriated agency, it does not apply.
- 1.4.4. The invoice submission deadline included in the second sentence of above paragraph 2.6 does not apply to the Tollway. Therefore, the second sentence of this paragraph is inapplicable to this contract. However, the remainder of the paragraph remains in effect.

STATE OF ILLINOIS
STATE SUPPLEMENTAL PROVISIONS

1.5 REPORT OF A CHANGE IN CIRCUMSTANCES:

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

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

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

STATE OF ILLINOIS SUBCONTRACTOR DISCLOSURE

- I.1.** If subcontracting is allowed by the Agency (see D.7.), then write “Yes” if subcontractors will be utilized or “No” if subcontractors will not be utilized. [REDACTED]

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

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

- I.2.** The maximum percentage of the goods or services that are the subject of this Offer and the resulting contract that may be subcontracted is 30%.

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

- Subcontractor Name: [REDACTED]
Anticipated/Estimated Amount to Be Paid: [REDACTED]
Address: [REDACTED]
Description of Work: [REDACTED]
- Subcontractor Name: [REDACTED]
Anticipated/Estimated Amount to Be Paid: [REDACTED]
Address: [REDACTED]
Description of Work: [REDACTED]

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

- I.4.** For the subcontractors identified above, the Offeror must provide each subcontractor’s Financial Disclosures and Conflicts of Interest to the State as these are incorporated as a material term of the contract.

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

STATE OF ILLINOIS REFERENCES

Provide references from established firms or government agencies (Four (4) from private firms or government agencies) other than the procuring agency that can attest to Offeror's experience and ability to perform the contract that is the subject of this solicitation.

J.1. Firm/Government Agency (name): [REDACTED]

Contact Person (name, email address, address, and phone): [REDACTED]

Date of Supplies/Services Provided: [REDACTED]

Type of Supplies/Services Provided: [REDACTED]

J.2. Firm/Government Agency (name): [REDACTED]

Contact Person (name, email address, address, and phone): [REDACTED]

Date of Supplies/Services Provided: [REDACTED]

Type of Supplies/Services Provided: [REDACTED]

J.3. Firm/Government Agency (name): [REDACTED]

Contact Person (name, email address, address, and phone): [REDACTED]

Date of Supplies/Services Provided: [REDACTED]

Type of Supplies/Services Provided: [REDACTED]

J.4. Firm/Government Agency (name): [REDACTED]

Contact Person (name, email address, address, and phone): [REDACTED]

Date of Supplies/Services Provided: [REDACTED]

Type of Supplies/Services Provided: [REDACTED]

Offeror Name: [REDACTED]

Return Mailing Address: [REDACTED]

EXHIBITS A – D

AVAILABLE FOR SEPARATE DOWNLOAD



ADDENDUM # 1

RFP

Contract #18-0093 I-PASS Distribution and Back-End Support Services
BidBuy Reference # 19-557THA-BUSSY-B-4599

Proposal Due Date: Friday, October 25, 2019

Please be advised of the following changes to the above-mentioned solicitation:

- I. Spreadsheet "RFP 18-0093 I-PASS Distribution Exhibits A - D" is attached hereto.

**OFFEROR MUST ACKNOWLEDGE RECEIPT OF THIS
ADDENDUM IN SECTION C.2 – ILLINOIS TOLLWAY,
ACKNOWLEDGEMENT OF AMENDMENTS.**

**ALL REVISIONS INSCRIBED HEREIN WILL
BE INCORPORATED INTO THE RFP
SPECIFICATION PER ADDENDUM #5**

RFP #18-0093 I-PASS Distribution and BackEnd Support Services

BEP VENDOR NAME	VENDOR ADDRESS CITY, STATE	VENDOR PHONE NUMBER	VENDOR BUSINESS BRIEF DESCRIPTION (ONE LINE)
Integrated Lighting Technologies, Inc. dba Integrating Green Technologies	1317 Rosemary Drive Bolingbrook, IL 60490	630-750-3786	Waste management services
Source Alliance Network	2023 West Carroll Avenue – C205, Chicago, IL 60612	(312) 515-7215	Transportation Carrier, Brokerage and Consulting Firm, ALL MODES of Freight Transportation and Air Freight
Tri-State Disposal Inc.	13903 S Ashland Avenue Riverdale, IL 60827	708-388-9910	Dumpsters & transfer station services
Indica Digital	2150 S. Canalport Ave. Suite 2A-11, Chicago IL 60608	773.977.8442	digital marketing strategist
AngelFlight Marketing Services	1006 S. Michigan Ave, Suite 606 Chicago, IL 60605	312-933-1878	Marketing, Graphics Design, Call Center, Direct Mail (Design) and Marketing Research
PBV Shipping USA Inc.	556 Sequoia trail, Roselle, IL 60172	866-270-2732	PBV Shipping USA Inc. is an International transportation, packing and crating company that ships cargo to/from USA via air, ocean and truck.
Simply Research Services	2933 Carmel Drive, Flossmoor, IL	708-205-9900	Research and analytics consulting
Continental Logistics Services, Inc	2881 Busse Road, Elk Grove Village, IL, 60007	(708) 223-1170	We are a Women Business Enterprise (WBE) that provides logistics, fulfillment and transportation services.

VBP VENDOR NAME	VENDOR ADDRESS CITY, STATE	VENDOR PHONE NUMBER	VENDOR BUSINESS BRIEF DESCRIPTION (ONE LINE)
ER BAKEY INC	180 S. Western Ave, Carpentersville IL 60110	847.464.5700	Transportation & Waste Management Services.



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Tinley Park Business License	
WBDC/WBENC WBE Certification	
CMS BEP WBE Recognition Certification	
Copy of RFP Document	
Addendum #1	
Addendum #2	



October 30, 2019

Illinois Tollway
Attn: Procurement
2700 Ogden Avenue
Downers Grove, IL 60515

**Re: Request for Proposal
I-PASS Distribution and Back-End Support Services - Contract # 18-0093**

Please consider this Transmittal Letter with the enclosed proposal to be our response and offer to perform in full compliance with the above solicitation:

- Packet 1 – Specifications/Qualifications/Statement of Work
- Packet 2 – Pricing
- Packet 3 – Offer
- Packet 4 – Forms B
- Packet 6 – BEP Utilization Plan
- Packet 7 – VSB Utilization Plan

Packet 5 – Redacted Offer is not included as we are not requesting confidential treatment of any material included in our response.

As the current vendor providing these services since the retail sales program began in 2003, we have supplied millions of transponders to retail locations and processed millions of transponder replacements. We are very proud to be involved with the Tollway's retail I-PASS programs and believe that we have contributed to their successes. We would welcome the opportunity to continue providing exceptional service to the Tollway.

The contact person for the purpose of responding to any inquiries is:

Renee Doyle, President

IGOR The Watchdog Corp.
7650 Graphic Drive
Tinley Park, IL 60477-6226

phone: 708-532-9100
fax: 708-532-9252
email: rdoyle@igorthewatchdog.com

Renee Doyle
President

EXECUTIVE SUMMARY

IGOR The Watchdog Corp. (IGOR) is a State of Illinois Central Management Services (CMS) certified WBE (Women Business Enterprise) in the Business Enterprise Program (BEP) and a qualified Vendor in the Small Business Set-Aside Program. We have been providing quality, cost-effective services to private companies and state agencies in Illinois for over 35 years. Our corporate office and secure warehouse is located in Tinley Park.

IGOR specializes in the secure storage, fulfillment, and distribution of valuable products. We offer direct delivery of items by our dedicated couriers. Our solutions include extensive inventory controls and information technology support. We provide turnkey operations that require minimal oversight by our clients.

IGOR is the current vendor providing transponder and gift card distribution services to the Tollway's retail locations. We have been under contract with the Illinois Tollway since the retail sales program began in 2003, affording us a unique and historical perspective of its operation. We have supplied millions of transponders to retail locations and processed millions of transponder replacements. We have great working relationships with both the corporate management teams and store associates of your retail partners. We have demonstrated our ability to quickly adapt our service levels to respond to changes in Tollway requirements. We are very proud to be involved with the Tollway's retail I-PASS programs and believe that IGOR has contributed to their successes.

IGOR shares the Tollway's vision of providing opportunities to all segments of Illinois' population. We look for ways to utilize Illinois companies as our preferred vendors to achieve that goal. St. Coletta's of Illinois, Inc. (a State of Illinois CMS certified Sheltered Workshop) folds our retail I-PASS boxes. We currently use several State of Illinois CMS BEP certified vendors to support our I-PASS operations in the areas of office supplies, printed materials, packaging supplies, recycling services, and temporary staffing.

IGOR understands the services required as specified in the RFP and will comply with each provision specified. We are familiar with and agree to Section 3F "Standard Terms and Conditions."

The operational requirements for Contract #18-0093 are virtually identical to the prior RFP/current contract. The processes that are currently in place work well and the existing retail I-PASS programs are very successful. We look forward to the opportunity to continue assisting the Tollway in achieving its ultimate goal of ensuring the highest possible level of service to its customers.

Tollway management knows IGOR as a proven vendor with a reputation of exceeding expectations. IGOR is uniquely qualified to provide the best I-PASS Distribution and Back-End Support Services.

FINANCIALS

We have provided financial statements for:

2019 through 9/30/19

2018

2017

2016

Financial statements for the current year (as of 9/30/19) are provided due to significant financial changes. In February 2019, capital contributions of \$1,300,000 were made, and a long-term liability (operating cash loan) was paid off.

Balance Sheet

As of September 30, 2019

	Sep 30, 19
ASSETS	
Current Assets	
Checking/Savings	
1010 · First Eagle Bank	99,050.05
1011 · Cash Mgmt Savings	1,515,240.91
Total Checking/Savings	1,614,290.96
Accounts Receivable	
1100 · Accounts Receivable	393,070.82
Total Accounts Receivable	393,070.82
Other Current Assets	
1030 · Investment - Charles Schwab	-0.03
Total Other Current Assets	-0.03
Total Current Assets	2,007,361.75
Fixed Assets	
1550 · Leasehold Improvements	8,370.13
1600 · Furniture and Equipment	191,782.03
1605 · Computer Equipment	73,971.67
1630 · Vans & Vehicles	222,743.81
1700 · Accumulated Depreciation	-381,633.06
Total Fixed Assets	115,234.58
Other Assets	
1140 · Tollway Performance Security	625,000.00
Total Other Assets	625,000.00
TOTAL ASSETS	2,747,596.33
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2020 · Accounts Payable	11,230.38
Total Accounts Payable	11,230.38
Other Current Liabilities	
2400 · Insurance Proceeds Payable	3,253.98
Total Other Current Liabilities	3,253.98
Total Current Liabilities	14,484.36
Total Liabilities	14,484.36
Equity	
2810 · Capital Stock	1,000.00
2820 · Additional Paid-In Capital	
2821 · APIC - Renee Doyle	780,000.00
2822 · APIC - Michael Doyle	520,000.00
Total 2820 · Additional Paid-In Capital	1,300,000.00
2835 · Retained Earnings	759,367.74
Net Income	672,744.23
Total Equity	2,733,111.97
TOTAL LIABILITIES & EQUITY	2,747,596.33

IGOR THE WATCHDOG CORP.
Profit & Loss
 January through September 2019

	Jan - Sep 19
Ordinary Income/Expense	
Income	
Income	
3030 · Illinois Dept of Human Services	175,390.00
3080 · Illinois Tollway	1,286,277.43
3110 · Interest Income	1,985.04
3170 · Conduent (Xerox)	50,484.04
3180 · Jewel-Osco	50,121.15
	1,564,257.66
Total Income	1,564,257.66
Total Income	1,564,257.66
Gross Profit	1,564,257.66
Expense	
Insurance Expense	
5410 · Insurance - Buildings	8,231.46
5420 · Insurance - Vehicles	14,143.03
5430 · Insurance-Employee Health/Life	41,998.64
5440 · Insurance - Employer Owned Life	3,618.08
5445 · Insurance - Workers' Comp.	13,128.01
	81,119.22
Total Insurance Expense	81,119.22
Payroll Expenses	
5230 · 401K Igor Match	7,237.18
5570 · Officers Salary	87,692.22
5730 · Salaries - Other Than Officers	330,239.52
6020 · Taxes - Social Security	30,335.79
6030 · Taxes - State U.C. & Federal	6,427.17
	461,931.88
Total Payroll Expenses	461,931.88
Utilities	
6060 · Telephone & Communication	16,559.00
6140 · Natural Gas Expense	2,001.37
6145 · Electricity Expense	1,993.01
6150 · Water & Sewer Expense	923.62
	21,477.00
Total Utilities	21,477.00
Vehicle Expenses	
5040 · Auto & Tolls	2,248.00
5320 · Gas & Oil	17,781.12
5530 · Vehicle Licenses & Permits	1,274.00
5560 · Repairs/Maintenance - Vehicle	11,442.94
	32,746.06
Total Vehicle Expenses	32,746.06
5000 · Accounting & Legal	5,715.95
5050 · Burglar & Fire Alarm	1,399.24
5060 · Bank Service Charges	20.00
5100 · Computer Consulting	20,250.00
5115 · Computer Hardware & Software	609.62
5120 · Delivery & Freight Expense	3,901.66
5140 · Dues & Subscriptions	89.00
5400 · Inspection Fees & Permits	220.00
5480 · Interest Expense	2,173.50
5510 · Leased Equipment	1,912.10
5535 · Business Licenses and Permits	834.63
5545 · Administrative Fees	31.49
5600 · Postage	346.42
5610 · Repairs/Maintenance - Building	6,415.76
5620 · Repairs/Maintenance - Equipment	6,777.06
5630 · Small Tools and Equipment	1,875.93
5700 · Rent Expense	100,000.00
5740 · Temp Agency Expense	8,606.25
5800 · Recycling - Electronics	12,549.60

10:26 AM

10/30/19

Accrual Basis

IGOR THE WATCHDOG CORP.

Profit & Loss

January through September 2019

	Jan - Sep 19
5850 · Rubbish Disposal	511.43
5900 · Office/Warehouse Supply/Service	119,761.03
6000 · Taxes - Miscellaneous	196.00
6170 · Meals and Entertainment	42.60
Total Expense	891,513.43
Net Ordinary Income	672,744.23
Net Income	672,744.23

IGOR THE WATCHDOG CORP.
Balance Sheet
 As of December 31, 2018

	Dec 31, 18
ASSETS	
Current Assets	
Checking/Savings	
1010 · First Eagle Bank	174,989.43
1011 · Cash Mgmt Savings	1,024,444.31
Total Checking/Savings	1,199,433.74
Accounts Receivable	
1100 · Accounts Receivable	162,829.86
Total Accounts Receivable	162,829.86
Other Current Assets	
1030 · Investment - Charles Schwab	-0.03
Total Other Current Assets	-0.03
Total Current Assets	1,362,263.57
Fixed Assets	
1550 · Leasehold Improvements	8,370.13
1600 · Furniture and Equipment	191,782.03
1605 · Computer Equipment	73,971.67
1630 · Vans & Vehicles	222,743.81
1700 · Accumulated Depreciation	-381,633.06
Total Fixed Assets	115,234.58
Other Assets	
1140 · Tollway Performance Security	625,000.00
Total Other Assets	625,000.00
TOTAL ASSETS	2,102,498.15
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2020 · Accounts Payable	6,737.78
Total Accounts Payable	6,737.78
Other Current Liabilities	
2340 · Illinois Income Tax Payable	13,930.00
2400 · Insurance Proceeds Payable	3,253.98
Total Other Current Liabilities	17,183.98
Total Current Liabilities	23,921.76
Long Term Liabilities	
2660 · Notes Payable - Operating Cash	1,318,208.65
Total Long Term Liabilities	1,318,208.65
Total Liabilities	1,342,130.41
Equity	
2810 · Capital Stock	1,000.00
2835 · Retained Earnings	-32,405.00
2840 · Shareholder Distributions	-100,000.00
Net Income	891,772.74
Total Equity	760,367.74
TOTAL LIABILITIES & EQUITY	2,102,498.15

IGOR THE WATCHDOG CORP.
Profit & Loss
 January through December 2018

	Jan - Dec 18
Ordinary Income/Expense	
Income	
Income	
3030 · Illinois Dept of Human Services	231,480.00
3080 · Illinois Tollway	1,836,396.89
3110 · Interest Income	9,585.43
3170 · Conduent (Xerox)	65,404.54
3180 · Jewel-Osco	71,122.80
Total Income	2,213,989.66
Total Income	2,213,989.66
Gross Profit	2,213,989.66
Expense	
Insurance Expense	
5410 · Insurance - Buildings	12,677.40
5415 · Insurance - Crime	275.00
5420 · Insurance - Vehicles	24,138.20
5430 · Insurance-Employee Health/Life	42,038.51
5440 · Insurance - Employer Owned Life	3,618.08
5445 · Insurance - Workers' Comp.	21,594.40
Total Insurance Expense	104,341.59
Payroll Expenses	
5230 · 401K Igor Match	9,494.92
5570 · Officers Salary	128,678.56
5730 · Salaries - Other Than Officers	462,007.38
6020 · Taxes - Social Security	41,352.27
6030 · Taxes - State U.C. & Federal	1,398.74
Total Payroll Expenses	642,931.87
Utilities	
6060 · Telephone & Communication	18,101.40
6140 · Natural Gas Expense	5,771.95
6145 · Electricity Expense	11,567.55
6150 · Water & Sewer Expense	3,359.44
Total Utilities	38,800.34
Vehicle Expenses	
5040 · Auto & Tolls	2,960.00
5320 · Gas & Oil	18,978.76
5530 · Vehicle Licenses & Permits	1,254.00
5560 · Repairs/Maintenance - Vehicle	6,530.76
Total Vehicle Expenses	29,723.52
5000 · Accounting & Legal	8,167.80
5050 · Burglar & Fire Alarm	1,727.44
5100 · Computer Consulting	25,950.00
5115 · Computer Hardware & Software	397.30
5120 · Delivery & Freight Expense	4,378.73
5140 · Dues & Subscriptions	178.00
5150 · Depreciation Expense	24,174.51
5400 · Inspection Fees & Permits	436.00
5480 · Interest Expense	15,009.17
5510 · Leased Equipment	600.00
5535 · Business Licenses and Permits	669.00
5545 · Administrative Fees	51.99
5600 · Postage	468.30
5610 · Repairs/Maintenance - Building	43,232.32
5620 · Repairs/Maintenance - Equipment	3,786.32
5630 · Small Tools and Equipment	2,001.53
5700 · Rent Expense	120,000.00
5740 · Temp Agency Expense	16,186.50

10:34 AM
10/30/19
Accrual Basis

IGOR THE WATCHDOG CORP.
Profit & Loss
January through December 2018

	Jan - Dec 18
5800 · Recycling - Electronics	11,420.40
5850 · Rubbish Disposal	2,239.46
5900 · Office/Warehouse Supply/Service	162,778.28
6000 · Taxes - Miscellaneous	48,594.60
6170 · Meals and Entertainment	41.95
Total Expense	<u>1,308,286.92</u>
Net Ordinary Income	905,702.74
Other Income/Expense	
Other Expense	
9000 · IL Replacement Tax	13,930.00
Total Other Expense	<u>13,930.00</u>
Net Other Income	-13,930.00
Net Income	<u><u>891,772.74</u></u>

IGOR THE WATCHDOG CORP.
Balance Sheet
 As of December 31, 2017

	Dec 31, 17
ASSETS	
Current Assets	
Checking/Savings	
1010 · First Eagle Bank	91,209.46
1011 · Cash Mgmt Savings	582,894.66
Total Checking/Savings	674,104.12
Accounts Receivable	
1100 · Accounts Receivable	216,113.19
Total Accounts Receivable	216,113.19
Other Current Assets	
1030 · Investment - Charles Schwab	-0.03
Total Other Current Assets	-0.03
Total Current Assets	890,217.28
Fixed Assets	
1550 · Leasehold Improvements	8,370.13
1600 · Furniture and Equipment	189,909.31
1605 · Computer Equipment	73,971.67
1630 · Vans & Vehicles	222,743.81
1700 · Accumulated Depreciation	-488,255.47
Total Fixed Assets	6,739.45
Other Assets	
1140 · Tollway Performance Security	625,000.00
Total Other Assets	625,000.00
TOTAL ASSETS	1,521,956.73
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2020 · Accounts Payable	14,486.67
Total Accounts Payable	14,486.67
Other Current Liabilities	
2340 · Illinois Income Tax Payable	2,645.00
2400 · Insurance Proceeds Payable	12,026.98
Total Other Current Liabilities	14,671.98
Total Current Liabilities	29,158.65
Long Term Liabilities	
2660 · Notes Payable - Operating Cash	1,655,000.00
Total Long Term Liabilities	1,655,000.00
Total Liabilities	1,684,158.65
Equity	
2810 · Capital Stock	1,000.00
2835 · Retained Earnings	-335,368.77
Net Income	172,166.85
Total Equity	-162,201.92
TOTAL LIABILITIES & EQUITY	1,521,956.73

IGOR THE WATCHDOG CORP.
Profit & Loss
 January through December 2017

	Jan - Dec 17
Ordinary Income/Expense	
Income	
Income	
3030 · Illinois Dept of Human Services	226,500.00
3080 · Illinois Tollway	1,165,213.41
3110 · Interest Income	786.00
3170 · Conduent (Xerox)	63,499.50
3180 · Jewel-Osco	45,107.70
Total Income	1,501,106.61
Total Income	1,501,106.61
Gross Profit	1,501,106.61
Expense	
Insurance Expense	
5410 · Insurance - Buildings	12,954.20
5420 · Insurance - Vehicles	26,268.11
5430 · Insurance-Employee Health/Life	69,794.58
5440 · Insurance - Employer Owned Life	3,613.04
5445 · Insurance - Workers' Comp.	26,214.00
Total Insurance Expense	138,843.93
Payroll Expenses	
5230 · 401K Igor Match	12,107.41
5570 · Officers Salary	128,978.33
5730 · Salaries - Other Than Officers	504,661.58
6020 · Taxes - Social Security	43,805.21
6030 · Taxes - State U.C. & Federal	1,132.82
Total Payroll Expenses	690,685.35
Utilities	
6060 · Telephone & Communication	19,768.02
6140 · Natural Gas Expense	5,812.30
6145 · Electricity Expense	10,951.88
6150 · Water & Sewer Expense	3,382.68
Total Utilities	39,914.88
Vehicle Expenses	
5040 · Auto & Tolls	3,539.52
5320 · Gas & Oil	19,994.65
5530 · Vehicle Licenses & Permits	1,762.00
5560 · Repairs/Maintenance - Vehicle	4,432.93
5565 · Vehicle Sales Fees	0.00
Total Vehicle Expenses	29,729.10
5000 · Accounting & Legal	7,701.50
5005 · Retirement Plan Advisor Fees	1,373.37
5050 · Burglar & Fire Alarm	1,116.00
5100 · Computer Consulting	26,100.00
5115 · Computer Hardware & Software	2,172.48
5120 · Delivery & Freight Expense	3,766.64
5140 · Dues & Subscriptions	578.00
5150 · Depreciation Expense	6,805.35
5210 · Employee Recognition	583.94
5400 · Inspection Fees & Permits	216.00
5480 · Interest Expense	16,550.04
5535 · Business Licenses and Permits	846.00
5545 · Administrative Fees	66.00
5600 · Postage	310.45
5610 · Repairs/Maintenance - Building	10,334.92
5620 · Repairs/Maintenance - Equipment	3,210.00
5630 · Small Tools and Equipment	2,546.89
5700 · Rent Expense	120,000.00

IGOR THE WATCHDOG CORP.
Profit & Loss
January through December 2017

	Jan - Dec 17
5740 · Temp Agency Expense	7,613.08
5800 · Recycling - Electronics	5,187.30
5850 · Rubbish Disposal	1,933.19
5900 · Office/Warehouse Supply/Service	153,306.55
6000 · Taxes - Miscellaneous	50,050.62
6110 · Training Expense	398.00
6170 · Meals and Entertainment	212.18
Total Expense	1,322,151.76
Net Ordinary Income	178,954.85
Other Income/Expense	
Other Income	
9030 · Gain/Loss on Sale of Asset	-4,143.00
Total Other Income	-4,143.00
Other Expense	
9000 · IL Replacement Tax	2,645.00
Total Other Expense	2,645.00
Net Other Income	-6,788.00
Net Income	172,166.85

IGOR THE WATCHDOG CORP.
Balance Sheet
As of December 31, 2016

	Dec 31, 16
ASSETS	
Current Assets	
Checking/Savings	
1010 · First Eagle Bank	183,762.29
1011 · Cash Mgmt Savings	342,108.66
Total Checking/Savings	525,870.95
Accounts Receivable	
1100 · Accounts Receivable	150,252.50
Total Accounts Receivable	150,252.50
Other Current Assets	
1030 · Investment - Charles Schwab	-0.03
Total Other Current Assets	-0.03
Total Current Assets	676,123.42
Fixed Assets	
1550 · Leasehold Improvements	8,370.13
1600 · Furniture and Equipment	187,609.15
1605 · Computer Equipment	73,971.67
1630 · Vans & Vehicles	342,443.22
1700 · Accumulated Depreciation	-584,056.53
Total Fixed Assets	28,337.64
Other Assets	
1140 · Tollway Performance Security	625,000.00
Total Other Assets	625,000.00
TOTAL ASSETS	1,329,461.06
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
2020 · Accounts Payable	3,750.83
Total Accounts Payable	3,750.83
Other Current Liabilities	
2340 · Illinois Income Tax Payable	5,079.00
Total Other Current Liabilities	5,079.00
Total Current Liabilities	8,829.83
Long Term Liabilities	
2660 · Notes Payable - Operating Cash	1,655,000.00
Total Long Term Liabilities	1,655,000.00
Total Liabilities	1,663,829.83
Equity	
2810 · Capital Stock	1,000.00
2835 · Retained Earnings	-109,240.35
2840 · Shareholder Distributions	-550,580.00
Net Income	324,451.58
Total Equity	-334,368.77
TOTAL LIABILITIES & EQUITY	1,329,461.06

IGOR THE WATCHDOG CORP.
Profit & Loss
 January through December 2016

	Jan - Dec 16
Ordinary Income/Expense	
Income	
Income	
3030 · Illinois Dept of Human Services	222,265.00
3080 · Illinois Tollway	1,422,945.18
3110 · Interest Income	798.24
3170 · Conduent (Xerox)	61,650.00
3180 · Jewel-Osco	56,408.25
3200 · Kapsch TrafficCom	10,111.05
Total Income	1,774,177.72
Total Income	1,774,177.72
Gross Profit	1,774,177.72
Expense	
Insurance Expense	
5410 · Insurance - Buildings	14,049.00
5420 · Insurance - Vehicles	26,754.69
5425 · Insurance - Leased Equipment	115.00
5430 · Insurance-Employee Health/Life	79,616.47
5440 · Insurance - Employer Owned Life	3,618.08
5445 · Insurance - Workers' Comp.	27,628.40
Total Insurance Expense	151,781.64
Payroll Expenses	
5230 · 401K Igor Match	28,273.63
5570 · Officers Salary	128,000.55
5730 · Salaries - Other Than Officers	552,064.34
6020 · Taxes - Social Security	46,558.21
6030 · Taxes - State U.C. & Federal	6,446.45
Total Payroll Expenses	761,343.18
Utilities	
6060 · Telephone & Communication	20,296.71
6140 · Natural Gas Expense	4,502.50
6145 · Electricity Expense	12,071.49
6150 · Water & Sewer Expense	3,510.12
Total Utilities	40,380.82
Vehicle Expenses	
5040 · Auto & Tolls	4,364.00
5320 · Gas & Oil	22,628.89
5530 · Vehicle Licenses & Permits	2,245.00
5560 · Repairs/Maintenance - Vehicle	10,696.67
Total Vehicle Expenses	39,934.56
5000 · Accounting & Legal	7,581.60
5005 · Retirement Plan Advisor Fees	881.09
5050 · Burglar & Fire Alarm	1,294.97
5100 · Computer Consulting	27,000.00
5115 · Computer Hardware & Software	6,141.78
5120 · Delivery & Freight Expense	5,122.90
5140 · Dues & Subscriptions	596.99
5150 · Depreciation Expense	64,276.82
5210 · Employee Recognition	1,614.77
5400 · Inspection Fees & Permits	798.00
5480 · Interest Expense	16,550.04
5535 · Business Licenses and Permits	1,000.00
5545 · Administrative Fees	56.53
5600 · Postage	245.10
5610 · Repairs/Maintenance - Building	11,997.90
5620 · Repairs/Maintenance - Equipment	4,496.41
5630 · Small Tools and Equipment	2,755.53

IGOR THE WATCHDOG CORP.
Profit & Loss
January through December 2016

	Jan - Dec 16
5700 · Rent Expense	120,000.00
5800 · Recycling - Electronics	10,405.20
5850 · Rubbish Disposal	1,783.08
5900 · Office/Warehouse Supply/Service	111,222.96
5930 · Expense - Other	7,543.29
6000 · Taxes - Miscellaneous	49,601.34
6110 · Training Expense	619.00
6130 · Uniforms	596.59
6170 · Meals and Entertainment	25.05
Total Expense	1,447,647.14
Net Ordinary Income	326,530.58
Other Income/Expense	
Other Income	
9030 · Gain/Loss on Sale of Asset	3,000.00
Total Other Income	3,000.00
Other Expense	
9000 · IL Replacement Tax	5,079.00
Total Other Expense	5,079.00
Net Other Income	-2,079.00
Net Income	324,451.58

D.1. GOAL: I-PASS electronic toll collection is the Tollway's most effective solution for easing traffic congestion at toll plazas, streamlining toll collection and counting, and improving customer service. I-PASS is responsible for nearly 90 percent of toll revenue collected, and the number of transponders in circulation has grown to more than 6.6 million. The Tollway currently makes I-PASS transponders available to customers via retail outlets. Since the Tollway began the retail program in November 2003, the Tollway has distributed over 3.8 million I-PASS transponders at our retail outlets and has successfully replaced over 1.6 million transponders with expired batteries at the same retail outlets. A key component of this retail outlet arrangement is our work with a third-party transponder distribution Offeror that can provide the inventory management and distribution support needed to effectively supply the retail outlets with I-PASS transponders and gift cards. I-PASS branded gift cards can be purchased with preloaded values that can then be used to add funds to a new or existing I-PASS account. More than 800,000 gift cards have been sold and distributed at retail outlets since 2013. (See Exhibit B for 2018 distribution numbers and also Exhibit C for a projection of replacements due to the transponder battery expiration dates). Currently, the Tollway contracts primarily with Jewel-Osco for the sale of I-PASS Class 1 Transponders – used in passenger vehicles - and gift cards, as well as the Tollway's proactive Transponder Replacement Program. As of March 2019, 187 Jewel-Osco stores offer services as part of the I-PASS program. Additionally, there are three (3) Road Ranger locations that sell passenger Class 1 transponders and commercial Class 5 transponders in the Rockford, Illinois area. The Tollway reserves the right to contract with multiple retail outlets, and the transponder distribution Offeror must be able to provide the backend inventory management and distribution support needed for one (1) or more retail outlet partners. Please note however, it is unlikely the Tollway would seek to exceed 500 separate retail locations at any one time. The Tollway may expand services to Indiana, Iowa and Wisconsin near locations that serve as gateways to our roadways. The Offeror would be responsible for providing the same backend inventory management and distribution support needed for all retail locations. Additionally, an optional service may be required to include packaging and distribution support for vending machines at up to 50 locations in our service territory. Should the Tollway choose to implement this option, the Offeror selected would be responsible for packaging, delivery and stocking of the transponder and gift card units. The Offeror will be responsible for reporting daily sales volume at each vending machine location. Each vending machine is expected to hold up to 200 units.

D.2. SUPPLIES AND/OR SERVICES REQUIRED: The Tollway retail distribution approach is to continue offering packaged I-PASS transponders (pre-loaded with a pre-designated amount of dollars in tolls) available in secure and easy-to-access locations, in retail outlets such as grocery and/or drug stores. The package includes the transponder, mounting strips (affixed by the manufacturer), activation instructions, a Privacy Agreement, and a printed owner's manual. The customer is currently charged \$30.00 (\$20.00 for the loaded tolls and \$10.00 for a transponder deposit). After purchase, the customer activates the transponder by calling the Tollway's Customer Service Center at the toll-free 800 number enclosed in the package or by visiting www.getipass.com. The successful Offeror will be responsible for the packaging, distribution to retail outlets, and tracking of these new transponders. The Offeror will also be responsible for the packaging, distribution to retail outlets, and tracking of replacement transponders for the Tollway's proactive transponder replacement program. The Tollway notifies I-PASS customers by postal mail when their transponder battery has reached the end of its useful life and

further instructs them on how to receive their replacement transponder by using a unique barcode included in the notification. The Offeror will coordinate with the retail outlets for the pick-up or delivery of the old transponders and will prepare these transponders for environmentally responsible disposal. The Tollway desires to have the option of distributing to retail outlets the transponder mounting strips. The Tollway would be responsible for supplying the Offeror with the mounting strips and the Offeror would be responsible for the distribution to the retail stores, if implemented. The Tollway would control the inventory in a manner where each retail outlet would be distributed a pre-determined inventory for the month. The Offeror would be responsible for this monthly delivery. Finally, the Offeror shall perform tracking and reconciliation of all inventories, including new transponder sales, transponder replacements, and gift cards. The Offeror will be responsible for development and maintenance of a suitable inventory ordering, tracking and reporting application to integrate with and communicate with both retail locations and the Tollway. The Offeror shall provide the Tollway with detailed reporting daily, weekly, and monthly based on the type of report via email. The Offeror shall work closely with the retailer(s) to ensure that accurate data is passed along and also have the ability to troubleshoot issues that might arise. The Offeror shall send to the Tollway, via a secure FTP (File Transfer Protocol), a daily file upload (seven (7) days every week) the transponder sales and transponder replacement data, including but not limited to; store number, I-PASS account number, old transponder serial number, new transponder serial number and date. The Tollway will work with the Offeror for formatting details of the file upload. The Tollway does not desire to directly handle any component of this project in-house and will choose an Offeror who can work seamlessly with the retail outlets and the Tollway.

IGOR fully understands the Tollway's goal and the supplies/services required to support the retail sales programs. IGOR is the current vendor providing transponder and gift card distribution services to the retail locations. We have been under contract with the Illinois Tollway since the program's inception, affording us a unique and historical perspective of its operation. We have great working relationships with both the corporate management teams and store associates of your retail partners. IGOR is uniquely qualified to provide the best I-PASS Distribution and Back-End Support Services.

D.3. MILESTONES AND DELIVERABLES:

D.3.1. Receiving Shipments: Describe in detail how the Offeror proposes to meet the following requirements for accepting and securing shipments of transponders. Shipments of the transponders will be delivered to the Offeror in pallets of 7,200 transponders from the manufacturer or from the Tollway. The pallet, which measures approximately 4' x 4', includes six (6) cases of 1,200 transponders, per case. In each case, there are twelve (12) foil-lined boxes of 100 transponders. On the outside of each case and box is a bar code with the range of serial numbers that are associated with the container's contents. Shipping papers are also included. The Offeror is responsible for any loss or theft of Tollway property while in their possession. The Offeror must provide a description of the secured area where all inventory, including gift cards and transponders, will be kept. The Offeror must have facility space to accommodate a four (4) month supply of transponder inventory for retail sales totaling approximately 80,000 transponders (20,000 per month) and a four (4) month supply of transponder inventory for the replacement transponders totaling approximately 60,000 (15,000 per month). The Tollway will work with Offeror's inventory management to coordinate appropriate inventory levels. (See Exhibit C for Replacement data). The Offeror will also be responsible for receiving the inventory into the Tollway's SAP ECC Inventory System. The Tollway will provide secure access and training to the Offeror.

IGOR leases approximately 15,000 square feet of secure office and warehouse space in Tinley Park. The facility (see Exhibit 1) was designed and constructed for the storage of valuable items and to be the base for a secure fulfillment operation. The warehouse has an enclosed dock for the loading and unloading of semi-truck trailers. Smaller delivery trucks use the drive-in garage door access to the warehouse. We have multiple forklift trucks, electric and manual pallet jacks, and the other material handling equipment needed to safely and efficiently operate a commercial warehouse. We have enough available space in our facility to store the inventory levels identified in the RFP.

Our warehouse space has specific areas where we isolate and secure valuable items. We use the appropriate type of storage area for our customer's property. They include:

- caged areas – rooms with heavy floor-to-roof wire mesh walls (see Exhibit 2)**
- vaulted areas – rooms with concrete block walls (see Exhibit 3)**
- secure cabinets – locked, heavy-duty steel cabinets (see Exhibit 4)**
- safes – fireproof floor safes (see Exhibit 5)**

The facility is protected by a sophisticated burglar and fire alarm system. The system has an independent battery backup and can report trouble via phone line and cellular service. The responding police and fire stations are less than one mile from our location. We also maintain a secondary/independent alarm system that monitors all IGOR offices and the secure storage areas where I-PASS inventory is located.

Access to our facility is limited with an electronic door control system. We establish the appropriate access for each employee to allow entry by day of the week and time of day. All access is recorded by the system and reviewed by management. The exterior and interior

areas of the building are continually monitored by video cameras. Management can also remotely access the video surveillance to monitor real-time activity or review video history. Our operating procedures require that all visitors be accompanied by an IGOR staff member while accessing our space.

The building is supported by an extended-run, natural gas generator that can provide the electric power needed to support all building operations. Power outages will not result in any service interruption at IGOR.

Upon receipt of transponder shipments, we complete a Tollway Receiving Report and scan the cartons (see Exhibit 6) to record the serial number range. We email the report (see Exhibit 7) and related documents from the shipper to the Tollway. After receiving the Purchase Order number for the shipment from the Tollway, we receive the transponders into the Tollway's SAP ECC Inventory System using the secure access method provided by the Tollway.

We understand that we are responsible for the loss or theft of Tollway property while in our possession, and will meet the insurance requirements as specified in the RFP.



Exhibit 1: IGOR Facility in Tinley Park



Exhibit 2: Caged Rooms



Exhibit 3: Vaulted Rooms



Exhibit 4: Cabinet



Exhibit 5: Safes



Exhibit 6: Transponder Receipt Process - Scanning

1	1513019191	1513020390	274	(R)
2	1513020391	1513021590	274	(R)
3	1513021591	1513022790	274	(R)
4	1513022791	1513023990	274	(R)
5	1513023991	1513025190	274	(R)
6	1513025191	1513026390	274	(R)
7	1513026391	1513027590	274	(R)
8	1513027591	1513028790	274	(R)
9	1513028791	1513029990	274	(R)
10	1513029991	1513031190	274	(R)
11	1513031191	1513032390	274	(R)
12	1513032391	1513033590	274	(R)
13	1513033591	1513034790	274	(R)
14	1513034791	1513035990	274	(R)
15	1513035991	1513037190	274	(R)
16	1513037191	1513038390	274	(R)
17	1513038391	1513039590	274	(R)
18	1513039591	1513040790	274	(R)
19	1513040791	1513041990	274	(R)
20	1513041991	1513043190	274	(R)
21	1513043191	1513044390	274	(R)
22	1513044391	1513045590	274	(R)
23	1513045591	1513046790	274	(R)
24	1513046791	1513047990	274	(R)
25	1513047991	1513049190	274	(R)
26	1513049191	1513050390	274	(R)
27	1513050391	1513051590	274	(R)
28	1513051591	1513052790	274	(R)
29	1513052791	1513053990	274	(R)
30	1513053991	1513055190	274	(R)
31	1513055191	1513056390	274	(R)
32	1513056391	1513057590	274	(R)
33	1513057591	1513058790	274	(R)
34	1513058791	1513059990	274	(R)
35	1513059991	1513061190	274	(R)
36	1513061191	1513062390	274	(R)
37	1513062391	1513063590	274	(R)
38	1513063591	1513064790	274	(R)
39	1513064791	1513065990	274	(R)
40	1513065991	1513067190	274	(R)
41	1513067191	1513068390	274	(R)
42	1513068391	1513069590	274	(R)

D.3.2. Distribution of Transponders for Sale: Describe in detail how the Offeror proposes to meet the following requirements for managing the packaging and distribution of transponders for sale. Offeror will be responsible for the distribution of transponders for sale at all retail outlets. Each transponder will need to be placed in a static shield bag before being placed in the carton. Offeror will be responsible for the purchase of the static shield bag. (The Tollway will provide the design, size and graphics for the cartons, as noted in Section D.3.6). Each carton will need to have a removable bar code label for inventory tracking purposes, and each transponder will need to have a removable label with activation instructions. All printing of cartons, inserts, a Privacy Agreement, activation instructions, owner's manuals, removable labels on cartons, and transponder labels are the Offeror's responsibility. The successful Offeror will be required to use a statement furnished by the Tollway to be used on all printed materials, per State guidelines. The Offeror will be responsible for determining print quantities and frequency of print orders based on their inventory needs. The Tollway will provide the Offeror with a PDF format file of the owner's manual, the Privacy Agreement, and activation instructions for printing. Note: If in the event during the life of this contract the Tollway changes transponder styles, the Offeror will be responsible for adjusting its operation to accommodate new packaging and inserts, as directed by the Tollway. Any contract pricing adjustments for packaging and distribution costs will be negotiated at that time.

IGOR has developed a fulfillment process that ensures the highest level of accuracy is achieved in packaging the retail units. We have the retail I-PASS labels printed sequentially on rolls and use an automatic label dispenser to make sure the labels are used in order. We have one employee "tag" the units by putting a label on each unit (one at a time), verifying the correct label is on each unit, and returning it to its spot in the 100-unit case. When that is completed, they initial the case to document who tagged those units and pass the case on to a second employee. We have the second employee "bag" the units by sequentially taking each unit from the case, confirming the correct label is on it, inserting it into a static shield bag, and returning it to its spot in the 100-unit case. When they complete the case, they initial the case to document who bagged those units. The completed "tagged and bagged" cases are loaded onto carts and held for our fill-line operation.

Our fill-line operation (see Exhibit 8) is performed with multiple staff members. They start with boxes that have been folded and contain the Activation Instructions and Privacy Agreement forms. We have the retail box labels printed sequentially on rolls and use an automatic label dispenser to make sure the labels are used in order. The first person applies a piggyback label to the side panel of a box. A second person sequentially takes each unit from the case of 100 "tagged and bagged" retail units being used and verifies that the box label matches both the transponder label and the transponder itself before putting the unit in the box. Any incorrectly labeled units found are corrected and reported to management. A third person adds the Owner's Manual form to the box and closes it. The final person seals each box with tape and loads 25 boxes into a delivery case. They insert the sales log sheets (see Exhibit 9) into each case and apply the case label before sealing it. We stack 80 cases of ready-to-distribute retail units on a skid. The skids of retail units are moved into one of our

secure storage areas and held for use by our order-filling operation.

We track who “tagged and bagged” units; if problems are found during the fill operation, we can take corrective action with the employee responsible. Our management ensures that the fill-operation staff is checking for and reporting problems.

IGOR utilizes multiple vendors to supply boxes, forms, labels and supplies. We ensure that all printed materials include the required state language. We select our vendors based on their ability to reliably provide high-quality and cost-effective services. We maintain sufficient inventory levels of all supplies to prevent any IGOR service interruptions in the event of a supplier delay.

IGOR will use its dedicated couriers to perform the vast majority of the distribution of the retail I-PASS units to the stores with regularly scheduled deliveries. We will establish the appropriate delivery cycle for each location with the retail store management based on the store’s geographic location, normal sales/swap volumes, and the amount of secure storage space available at the store. Each store has an assigned day of the week that we visit them. We use our inventory-control system to determine the quantity of units that need to be delivered to maintain the desired inventory level at each store. We adjust the inventory levels to respond to anticipated sales trends. Our system generates a two-part Delivery Confirmation Form (see Exhibit 10) used by our order-filling operation. This form is attached to each order and the store associate signs it writes the store number or stamps it with the Jewel-Osco store stamp upon receipt. The store keeps a copy and our courier returns the other copy to our office for our records.

The IGOR dedicated courier provides an important advantage to the transponder distribution process. We make all deliveries directly to each store’s service desk. This ensures the items can be accounted for properly and are immediately available for sale upon receipt. If a store’s inventory count of any I-PASS items falls below an acceptable level, we will make an emergency (off-schedule) delivery of the item to them. Emergency orders may be delivered by an IGOR courier or may be sent via common carrier (i.e. FedEx or UPS). If we ship via common carrier we will include “Package must be delivered to Service Desk” in the shipping instructions. We will enclose the two-part Delivery Confirmation Form in the shipped packages. We will contact the store to verify they received the package and instruct them to sign and date the Delivery Confirmation form. They will keep one copy for their records and put the IGOR copy in IGOR’s large static shield bag for us to pick up on our next visit. We will also print the proof of delivery signature information from the carrier for our records.

Our existing system fully supports the multiple types of transponders sold by the Road Ranger locations. We modify our fill-operation process to include labeling the outside of each I-PASS box and the cartons of truck units with pink (class 727) and blue (class 791) colored labels. This allows the retailer selling the units to easily identify the type of transponder. Our inventory system tracks each type of transponder separately so we can manage the store inventory levels of each item, and correctly report all activity to the Tollway.



Exhibit 8: Retail Transponder Fill-Line Operation

**I-PASS Transponder
Sales Log Sheet**

I-PASS Case Number

Sold at Store Number: _____

171526



I-PASS transponders included in this case

	Serial Number	Date Sold	Sold By	Sold To
1)	01512759891	_____	_____	_____
2)	01512759892	_____	_____	_____
3)	01512759893	_____	_____	_____
4)	01512759894	_____	_____	_____
5)	01512759895	_____	_____	_____
6)	01512759896	_____	_____	_____
7)	01512759897	_____	_____	_____
8)	01512759898	_____	_____	_____
9)	01512759899	_____	_____	_____
10)	01512759900	_____	_____	_____
11)	01512759901	_____	_____	_____
12)	01512759902	_____	_____	_____
13)	01512759903	_____	_____	_____
14)	01512759904	_____	_____	_____
15)	01512759905	_____	_____	_____
16)	01512759906	_____	_____	_____
17)	01512759907	_____	_____	_____
18)	01512759908	_____	_____	_____
19)	01512759909	_____	_____	_____
20)	01512759910	_____	_____	_____
21)	01512759911	_____	_____	_____
22)	01512759912	_____	_____	_____
23)	01512759913	_____	_____	_____
24)	01512759914	_____	_____	_____
25)	01512759915	_____	_____	_____

I-PASS

RETAIL TRANSPONDER DELIVERY CONFIRMATION

Retailer Number: 1-0123

Order Number: 101336

Jewel Food Store #0123
7335 Cass Ave.
Darien, IL 60561

Date: 9/11/19

Type (R/E): R

Day / Route / Stop: 4 IPASS 27

Delivery Date: 9/12/19

I-PASS Units Delivered

Case #	Transponder Serial Numbers	Quantity
169457	01512543766 to 01512543790	25
(1)	Total:	25

* \$30 RETAIL I-PASS TRANSPONDERS PLU 22276 *
* RECEIPT VALUE IS \$750 PER BOX *

Jewel-Osco #0123
7335 CASS AVENUE
DARIEN, IL 60561

Store Stamp:

Received by:

Signature from Store # 0123

9/12/19
Date

Copy 1 - IGOR

Copy 2 - Retailer

D.3.3. Distribution of Replacement Transponders: Describe in detail how the Offeror proposes to meet the following requirements for managing the packaging and distribution of replacement transponders. The Offeror will be responsible for the distribution and tracking of the replacement transponders. The customer is instructed to bring their mandatory replacement letter received from the Tollway along with the old transponder to one of our retail locations to receive a free replacement. Visit www.getipass.com for current information regarding our Transponder Replacement Program. It is imperative that the Offeror work closely with the retailer(s) to develop a reporting and tracking system to report back to the Tollway on a daily basis; for those units that have been replaced. Further information is provided in the next section. The replacement inventory is delivered in boxes to the stores and not packaged individually like the transponders for sale. There is no anticipated need for printing of inserts or special packaging or static shield bags. Offeror must provide a solution in their response as to how they will handle this portion of the RFP. See Exhibit C for projected transponder replacements.

IGOR has developed a fulfillment process that ensures the highest level of accuracy is achieved in packaging the replacement units. We have the replacement I-PASS labels printed sequentially on rolls and use an automatic label dispenser to make sure the labels are used in order. We have one employee "tag" the units by putting a label on each unit (one at a time), verifying the correct label is on the unit, and returning it to its spot in the 100-unit case. When they complete the case, they initial the case to document who tagged those units. A second employee scans the units by pulling each unit (one at a time) and scanning the bar code on the removable label and the bar code on the I-PASS unit. Our system confirms the correct label is on the unit and the unit is returned to its spot in the 100-unit case. This process also verifies that the bar code labels are readable and prevents a label problem from impacting the stores. When they complete the case, they initial the side of the case to document who scanned those units, add the required forms to the case, and apply the case label. We currently insert replacement transponder log sheets used by the stores to record the swaps (see Exhibit 11) and Privacy Policy forms to be given to each swap customer. We stack 80 cases of ready-to-distribute replacement units on a skid. The skids of replacement units are moved into one of our secure storage areas and held for use by our order-filling operation.

IGOR will use its dedicated couriers to perform the vast majority of the distribution of replacement I-PASS units to the stores with regularly scheduled deliveries. We will establish the appropriate delivery cycle for each location with the retail store management based on the store's geographic location, normal sales/swap volumes, and the amount of secure storage space available at the store. Each store has an assigned day of the week that we visit them. We use our inventory control system to determine the quantity of units that need to be delivered to maintain the desired inventory level at each store. We adjust the inventory levels to respond to anticipated swap trends. Our system generates a two-part Delivery Confirmation Form (see Exhibit 12) used by our order-filling operation. This form is attached to each order and the store associate signs and writes the store number or stamps it with the Jewel-Osco store stamp upon receipt. The store keeps a copy and our courier returns the other copy to our office for our records.

The IGOR dedicated courier provides an important advantage to the transponder distribution process. We make all deliveries directly to each store's service desk. This ensures the items can be accounted for properly and are immediately available for use upon receipt. If a store's inventory count of any I-PASS items falls below an acceptable level, we will make an emergency (off-schedule) delivery of the item to them. Emergency orders may be delivered by an IGOR courier or may be sent via common carrier (i.e. FedEx or UPS). If we ship via common carrier we will include "Package must be delivered to Service Desk" in the shipping instructions. We will enclose the two-part Delivery Confirmation Form in the shipped packages. We will contact the store to verify they received the package and instruct them to sign and date the Delivery Confirmation form. They will keep one copy for their records and put the IGOR copy in IGOR's large static shield bag for us to pick up on our next visit. We will also print the proof of delivery signature information from the carrier for our records.

**I-PASS Transponder
Exchange Log Sheet**

Sale - 22490 - REPLTRANS SALES
Tender - 22491 - RELC TRANS IPASS

I-PASS
Case Number

Exchanged at Store: _____

28328 page 1 of 2



I-PASS transponders included in this case

Serial Number	Date Exchanged	Exchanged By	Serial Number	Date Exchanged	Exchanged By
1) 01512628691	_____	_____	26) 01512628716	_____	_____
2) 01512628692	_____	_____	27) 01512628717	_____	_____
3) 01512628693	_____	_____	28) 01512628718	_____	_____
4) 01512628694	_____	_____	29) 01512628719	_____	_____
5) 01512628695	_____	_____	30) 01512628720	_____	_____
6) 01512628696	_____	_____	31) 01512628721	_____	_____
7) 01512628697	_____	_____	32) 01512628722	_____	_____
8) 01512628698	_____	_____	33) 01512628723	_____	_____
9) 01512628699	_____	_____	34) 01512628724	_____	_____
10) 01512628700	_____	_____	35) 01512628725	_____	_____
11) 01512628701	_____	_____	36) 01512628726	_____	_____
12) 01512628702	_____	_____	37) 01512628727	_____	_____
13) 01512628703	_____	_____	38) 01512628728	_____	_____
14) 01512628704	_____	_____	39) 01512628729	_____	_____
15) 01512628705	_____	_____	40) 01512628730	_____	_____
16) 01512628706	_____	_____	41) 01512628731	_____	_____
17) 01512628707	_____	_____	42) 01512628732	_____	_____
18) 01512628708	_____	_____	43) 01512628733	_____	_____
19) 01512628709	_____	_____	44) 01512628734	_____	_____
20) 01512628710	_____	_____	45) 01512628735	_____	_____
21) 01512628711	_____	_____	46) 01512628736	_____	_____
22) 01512628712	_____	_____	47) 01512628737	_____	_____
23) 01512628713	_____	_____	48) 01512628738	_____	_____
24) 01512628714	_____	_____	49) 01512628739	_____	_____
25) 01512628715	_____	_____	50) 01512628740	_____	_____

Exhibit 11: Replacement Transponder Log Sheet (page 1 of 2)

**I-PASS Transponder
Exchange Log Sheet**

Sale - 22490 - REPLCTTRANS SALES
Tender - 22491 - RELC TRANS IPASS

I-PASS
Case Number

Exchanged at Store: _____

28328 page 2 of 2



I-PASS transponders included in this case

	Serial Number	Date Exchanged	Exchanged By		Serial Number	Date Exchanged	Exchanged By
51)	01512628741	_____	_____	76)	01512628766	_____	_____
52)	01512628742	_____	_____	77)	01512628767	_____	_____
53)	01512628743	_____	_____	78)	01512628768	_____	_____
54)	01512628744	_____	_____	79)	01512628769	_____	_____
55)	01512628745	_____	_____	80)	01512628770	_____	_____
56)	01512628746	_____	_____	81)	01512628771	_____	_____
57)	01512628747	_____	_____	82)	01512628772	_____	_____
58)	01512628748	_____	_____	83)	01512628773	_____	_____
59)	01512628749	_____	_____	84)	01512628774	_____	_____
60)	01512628750	_____	_____	85)	01512628775	_____	_____
61)	01512628751	_____	_____	86)	01512628776	_____	_____
62)	01512628752	_____	_____	87)	01512628777	_____	_____
63)	01512628753	_____	_____	88)	01512628778	_____	_____
64)	01512628754	_____	_____	89)	01512628779	_____	_____
65)	01512628755	_____	_____	90)	01512628780	_____	_____
66)	01512628756	_____	_____	91)	01512628781	_____	_____
67)	01512628757	_____	_____	92)	01512628782	_____	_____
68)	01512628758	_____	_____	93)	01512628783	_____	_____
69)	01512628759	_____	_____	94)	01512628784	_____	_____
70)	01512628760	_____	_____	95)	01512628785	_____	_____
71)	01512628761	_____	_____	96)	01512628786	_____	_____
72)	01512628762	_____	_____	97)	01512628787	_____	_____
73)	01512628763	_____	_____	98)	01512628788	_____	_____
74)	01512628764	_____	_____	99)	01512628789	_____	_____
75)	01512628765	_____	_____	100)	01512628790	_____	_____

Exhibit 11: Replacement Transponder Log Sheet (page 2 of 2)

I-PASS

REPLACEMENT TRANSPONDER DELIVERY CONFIRMATION

Retailer Number: 1-0123

Order Number: 25143

Jewel Food Store #0123
7335 Cass Ave.
Darien, IL 60561

Date: 9/11/19

Type (R/E): R

Day / Route / Stop: 4 IPASS 27

Delivery Date: 9/12/19

I-PASS Units Delivered

Case #	Transponder Serial Numbers	Quantity
28037	01512405191 to 01512405290	100
(1)	Total:	100

* 100 COUNT BOX *
* RECEIPT VALUE IS \$2,095 PER BOX *
* *****

Jewel-Osco #0123
7335 CASS AVENUE
DARIEN, IL 60561

Store Stamp:

Received by:

Signature from store #0123

9/12/19
Date

Copy 1 - IGOR

Copy 2 - Retailer

Exhibit 12: Replacement Delivery Confirmation Form

D.3.4. Gift Cards: Please submit your plan for managing the distribution and tracking of gift cards. The Offeror will be responsible for the distribution of I-PASS gift cards in retail outlets. These gift cards are plastic credit-card sized cards and come pre-packaged at 100 per box. The Offeror shall keep all gift cards in a secured location. The denomination currently sold in 187 retail stores is \$20.00. Quantities per box or denominations sold may change during the life of the contract. The Offeror is expected to manage this inventory also and to develop reports for tracking. Note: Tollway may add denominations and/or offer limited/seasonal gift cards (e.g. Holiday designed cards) from time to time. The Offeror is expected to be able to manage, track and reconcile these items.

We notify the Tollway when our inventory of gift cards falls below the established minimum to schedule the resupply. The Tollway can deliver a supply to us but we normally pick up the gift cards from the Tollway warehouse. The Tollway emails us a file with the individual card numbers (including the check digits) of the cards to be added to our inventory. We import that data into our inventory system so that the gift card check digits can be included in the daily delivery file that we upload to the Tollway FTP server.

IGOR will use its dedicated couriers to perform the vast majority of the distribution of I-PASS Gift Cards to the stores with regularly scheduled deliveries. We will establish the appropriate delivery cycle for each location with the retail store management based on the store's geographic location, normal sales volumes, and the amount of secure storage space available at the store. We use our inventory-control system to determine the quantity of cards that need to be delivered to maintain the desired inventory level at each store. We adjust the inventory levels to respond to anticipated sales trends. Our system generates a two-part Delivery Confirmation Form (see Exhibit 13) used by our order-filling operation. This form is attached to each order and the store associate signs and writes the store number or stamps it with the Jewel-Osco store stamp upon receipt. The store keeps a copy and our courier returns the other copy to our office for our records.

The IGOR dedicated courier provides an important advantage to the Gift Card distribution process. We make all deliveries directly to each store's service desk. This ensures the items can be accounted for properly and are immediately available for sale upon receipt. If a store's inventory count of any I-PASS items falls below an acceptable level, we will make an emergency (off-schedule) delivery of the item to them. Emergency orders may be delivered by an IGOR courier or may be sent via common carrier (i.e. FedEx or UPS). If we ship via common carrier we will include "Package must be delivered to Service Desk" in the shipping instructions. We will enclose the two-part Delivery Confirmation Form in the shipped packages. We will contact the store to verify they received the package and instruct them to sign and date the Delivery Confirmation form. They will keep one copy for their records and put the IGOR copy in IGOR's large static shield bag for us to pick up on our next visit. We will also print the proof of delivery signature information from the carrier for our records.

IGOR can manage, track, and reconcile multiple types and denominations of gift cards, if the Tollway chooses to add them. We have handled both \$20 and \$50 gift cards for the Tollway in the past.

If the Tollway adds limited-time or seasonal gift cards, a process to handle unsold cards at the end of the promotional period will be required. Our couriers could pick up unsold cards at the end of the promotional period in sealed packages that indicate the store's count of returned cards. We would assist with the accounting and reconciliation of the cards and deliver them to the Tollway for destruction or storage.

I-PASS

\$20 GIFT CARD DELIVERY CONFIRMATION

Retailer Number: 1-3097

Order Number: 17316

Jewel Food Store #3097
1148 Ogden Ave
Downers Grove, IL 60515

Date: 9/11/19

Day / Route / Stop: 4 IPASS 24

Delivery Date: 9/12/19

I-PASS \$20 Gift Cards Delivered

<u>Box #</u>	<u>Gift Card Serial#</u>	<u>Quantity</u>
901	2240001 to 2240100	100
Total:		1 BOX

Jewel-Osco #3097
1148 OGDEN AVENUE
DOWNERS GROVE, IL 60515

Store Stamp: _____

Received by: _____

Signature from
Store # 3097

Date

9/12/19

Copy 1 - IGOR

Copy 2 - Retailer

Exhibit 13: Gift Card Delivery Confirmation Form

D.3.5. Mounting Strips: Describe in detail how the Offeror proposes to meet the following requirements for the possible distribution of mounting strips to the retail outlets. The Offeror may be responsible for the distribution of mounting strips to retail outlets. These strips are a plastic 1-1/8" x 1/2" piece. They currently are packaged with 5,000 individual pieces per box (2,500 sets) and it is anticipated that each store would be delivered mounting strips on an as-needed basis.

We have implemented a process for Mounting Strip distribution that achieves the customer service benefit of having them available to toll patrons, while controlling the cost to the Tollway. We minimize the cost to the Tollway by accepting a bulk supply of mounting strips and re-packaging them into appropriate quantities for each store. This allows the Tollway to purchase the mounting strips at the lowest per-unit cost. Our couriers deliver mounting strips on an "as-needed/requested" basis. We use small, resealable bags for store convenience. Our couriers carry a supply of the packaged mounting strips and give a bag to any store that requests them during our scheduled visit.

We currently provide this service, performed in this way, and it has been successful. We propose continuing this service.

D.3.6. Carton and Printing Requirements: Describe how the Offeror proposes to meet the following requirements for the printing requirements. The currently used transponder carton must be 5.375" x 3.25" x 1.875" (folded) tab mailer 200B KLA (white). The current carton contains the graphics, color and verbiage (see Exhibit A). The transponders must have a removable label with activation instructions, transponder serial number, and account number printed, (see Exhibit A). The carton must have a removable label with account number and transponder serial number for sales inventory tracking. The carton includes the transponder, mounting strips (affixed by the manufacturer), activation instructions, a Privacy Agreement, and a printed owner's manual. All cartons must be sealed.

IGOR is currently responsible for the printing of the I-PASS cartons, labels, and inserts for the Tollway. We utilize a combination of suppliers to get the most reliable and cost-effective printing services. We work collaboratively with the Tollway on the design of the printed materials. The cartons are sealed during our packaging line operation. We pack the retail cartons into boxes of 25 units.

We currently provide this service, performed in this way, and it has been successful. We propose continuing this service.

D.3.7. Shipment of Cartons: The Offeror is responsible for the cost of materials, labeling, and shipping charges associated with shipping packages in increments of a minimum of 25 pieces to the retail outlets. Note: From time to time, the packaging and insert requirements may change. Changes to existing format requirements, and/or the printing of additional inserts or retail store handouts may be requested by the Tollway. These will be negotiated on an as-needed basis and may be invoiced as pass-through costs to the Tollway. Offeror shall also demonstrate the ability to create new design artwork for the carton for Tollway review. Note: For a better understanding and sample of the current packaging and inserts, please feel free to purchase a transponder from one of our retail outlets.

We understand the offeror is responsible for all related costs of providing these services. We will work with the Tollway to implement any desired changes or additions to the inserts or retail store handouts in the future.

IGOR created/provided the original box design and artwork when the retail program was launched. We also provided artwork and designs for point of sale materials. There have been multiple changes in designs and colors of the boxes over the years. The recent changes were proposed by the Tollway's marketing department and IGOR worked with them to make sure that box printing/cutting/folding requirements were considered.

D.3.8. Business Continuity, Disaster Recovery Plan and Succession Plan: Please describe in detail your disaster recovery plan. The Offeror must maintain and deploy a plan for supply of physical transponders and gift card inventory to retail locations and maintenance of warehousing of inventory and related materials as specified in this RFP. This plan must outline how the Offeror will ensure that the program functions without interruption under non-catastrophic circumstances. Under catastrophic circumstances; such as major storms, electrical outages, etc., this plan should detail how quickly the program could be returned to normal functioning. The Offeror also must supply a disaster recovery plan for the reporting and tracking application as specified in this RFP. This plan shall outline how the Offeror will ensure that the reporting and tracking application functions without interruption under non-catastrophic circumstances. Under catastrophic circumstances, such as major storms, electrical outages, etc., this plan should detail how quickly the program could be returned to normal functioning. The Offeror must be able to work with the Tollway IT Department to ensure that proper security measures are in place for the transfer of all necessary files. Please describe in detail your succession plan: The Offeror shall supply a succession plan for end of contract term that includes at a minimum; reconciliation and transfer of all inventories.

Most service interruptions are not the result of a natural disaster; they usually are the result of poor planning or lack of attention by the service provider. IGOR is committed to providing reliable services. We take all necessary measures to ensure that we can continue our operations. We will make sure stores do not run out of transponders or gift cards, stores are able to report sales and replacement activity, and IGOR can upload the data to the Tollway.

We have implemented an inventory-supply process that prevents stock outages of transponders (retail and replacement) and gift cards at retail locations:

We have an agreement with Jewel-Osco and Road Ranger to keep at least a two-week supply of I-PASS items. This prevents any short-term interruption in order deliveries from resulting in stock outages.

We maintain excess inventory levels of ready-to-ship transponders in our facility. This prevents any interruption in the packaging process from delaying order deliveries. We maintain a sufficient supply of the items used in our packaging process to prevent any interruption in our supply lines from delaying our packaging process. We minimize supply line issues by selecting vendors with short order-to-delivery time frames and having secondary vendors that are capable of providing the items if needed.

The I-PASS boxes would take the longest time to obtain if a supplier change had to be made. This is unavoidable because of the time required to make the box cutting die and printing plate. The process could take two or three weeks to complete, and the printer could take another week or two before the first supply of boxes are delivered to IGOR. Therefore, we reorder I-PASS boxes at a level that prevents us from getting below a six-week supply. We use St. Coletta's, located a few miles from IGOR, to fold the boxes, so part of our supply is available at their facility.

We regularly monitor the inventory levels of all items and take appropriate action to maintain the required quantities to prevent any service interruption. This includes our inventory of I-PASS gift cards. The Tollway provides them in “ready-to-deliver” packages and we notify your warehouse when we need to be resupplied and schedule the delivery or pickup.

In summary, we prevent stock outages by never relying on a “just-in-time” approach to any step in our inventory supply process. We know the “just-in-time” approach can result in service interruptions. We consider any service interruption to be unacceptable.

We have implemented a data reporting infrastructure that ensures the stores can always report their sale and replacement activity:

The stores report their sale and replacement activity daily on an IGOR-provided website. We provide two independent websites for store use. They are hosted by two different providers. Both are large, top-tier providers with excellent uptime performance histories.

We have worked with the retail locations to divide the utilization of the two websites. This strategy allows us to verify that both websites are operating so we know we have functional, redundant services. All stores have access to both websites; if one website is down, they use the other.

We have also implemented an electronic fax process that a store can use to report sales or replacements if both websites are down or the store has lost its internet access. IGOR provides this back-up service as another level of redundancy. We receive store faxes as PDF files attached to emails. The quality of the faxed documents allows us to print them and use bar code scanners to collect the data.

We maintain a phone system at IGOR that allows callers to leave voice messages at any time. The messages are automatically forwarded via email to IGOR managers. We can access them remotely after hours and on holidays, and quickly respond to calls from stores to resolve any issues with the reporting of sales or swaps.

In summary, we prevent any disruption in the store reporting process by providing multiple ways for the stores to report their sales and replacement activity. We understand the importance of the timely reporting of this information and consider any delay to be unacceptable.

We have implemented a data reporting infrastructure that ensures that we can process the data from the stores and upload it to the Tollway daily:

We receive the data collected by our websites from the stores in two independent

ways. The web application emails us the data from each store immediately as it is reported. The data is also stored by the web application on the web-hosting server. We monitor the emails to verify that both websites are functioning and archive them for future reference. Our transponder tracking system downloads the data files from both web servers multiple times daily. Our system processes each file and sends error notifications of any problems found (i.e. incorrect or duplicate serial numbers). The data is retained on the web servers for a minimum of 90 days.

In the event that our system cannot retrieve the data from a web server as scheduled, we can process the data files that we received through the “real-time” email process. When files are received later through the normal download process, any duplicate files are identified by our system and not reprocessed.

Our system automatically creates the files uploaded to the Tollway with tag-swap and tag-distribution data daily. It automatically uploads the files to the Tollway FTP server via a secure VPN connection using a router provided and maintained by the Tollway. Copies of the files to be uploaded are emailed to Tollway managers and IGOR managers for verification. If our system does not confirm that the daily files were created and successfully uploaded, it sends an error notification email to IGOR managers. This automated verification allows us to know the system is not operating properly and take immediate action. If there is a problem (i.e. a down communication line or a malfunctioning computer), we normally resolve the issue before the Tollway is aware there was a problem.

In summary, we ensure that we can process the data from the stores and upload it to the Tollway daily by providing multiple, redundant methods for data collection and processing.

Our disaster recovery planning ensures the program will function without interruption under catastrophic circumstances such as major storms or electrical outages:

Our facility is protected against power interruptions by an extended-run, natural gas generator that can provide all the power needed to operate the building. We have documented how our inventory and packaging methods would prevent store outages if a short-term interruption in the resupply process occurred.

IGOR’s transponder-tracking system operates on a primary server with redundant (RAID 5) data storage drives and redundant power supplies. A replacement server and replacement hot-swappable drives are kept onsite.

All Tollway data is copied to a back-up server nightly. End-of-day backups (image copies of all files) are archived for 90 days. End-of-month backups will be archived for the duration of the contract. We also maintain an off-site file server. All Tollway data

is copied to the off-site file server nightly. We could perform all IGOR system functions from a remote location, if necessary.

The Tollway currently only allows our daily upload to the FTP server to be done with the router provided by the Tollway that is configured to operate on a hard wired (Xfinity cable) internet connection (with static I.P. address) that we maintain in our Tinley Park office. If that equipment or connection is disabled or interrupted, we still send the files via email to the Tollway. The Tollway can process the emailed files until the service is restored.

If our entire inventory of I-PASS items (bulk transponders, packaged transponders, gift cards, and supplies) was destroyed by a catastrophic event, we could resume our fulfillment operation from an alternative location within a few weeks. The Tollway would need to provide new transponders and gift cards from their inventory, or expedite delivery of items from the manufacturers. We would expedite the delivery of the required supplies and equipment from our vendors.

IGOR will fully cooperate with the Tollway to provide an efficient end-of-contract transition. We will provide a detailed inventory of all items (including transponder serial numbers and gift card numbers). We will coordinate with the Tollway for the transfer of all inventories to the Tollway warehouse or other location(s) if desired.

D.3.9. Disposal of Transponders: Please submit your plan for managing the disposal of old transponders. As part of the transponder replacement program, old transponders are returned to retail locations. These transponders must be disposed of in an environmentally safe way. The distribution Offeror is responsible for return verification and disposal of these transponders. Disposal of Old Transponders That Were Replaced: Upon disposal of the old transponders, the Offeror shall send to the Tollway, via the daily secure FTP upload; the transponder serial number data and date. The Tollway will work with the Offeror for formatting details of the file upload. Disposal will need to go through an approved disposal source. The standard is established by the Environmental Protection Agency (EPA) for disposal of lithium batteries. The Offeror is responsible for following the guidelines set forth by the EPA. The Offeror must provide documentation verifying compliance with EPA guidelines. It is recommended that you contact your local EPA office. For your reference, we have included the disposal considerations for the lithium batteries below. This may help when working with your local EPA office. DISPOSAL CONSIDERATIONS Proper Shipping Name: Waste Lithium Batteries UN Number: 3090 Hazard Classification: Class 9 (Misc.) Packing Group: II Labels Required: MISCELLANEOUS, HAZARDOUS WASTE Waste Disposal Code: D003

IGOR has a comprehensive return verification and reporting process for the old transponders. It provides the critical functions of verifying that the units to be recycled are properly identified and, more importantly, that all swaps done by the stores were reported to the Tollway.

Our dedicated couriers pick up the old transponders (see Exhibit 14) and transport them to our facility in large, static shield bags that we provide to the Jewel-Osco and Road Ranger stores. This eliminates the risk of a toll being charged to an old unit while it is being transported by IGOR.

We have set up multiple work stations at our facility with bar code scanners and computers that access our transponder tracking system. An employee empties a bag onto a table, separates the enclosed paperwork, and counts the number of units. They then enter the store number (from the paperwork) and the unit count into our system. Our system validates the store number and prompts the employee to begin scanning the units. As each unit is scanned (see Exhibit 15), the system verifies that it was reported by the store as being replaced and was successfully processed through our system. If a unit is found that was not successfully processed, the employee is alerted by the system to isolate that unit. When all the units are scanned, the system verifies that the number of good scans matches the count.

If any units were isolated, the paperwork (swap forms) from the store is scanned. The system verifies that the old number listed on each form matches one of the transponders that was just scanned. If a form is found that is not associated with a scanned unit, the employee is alerted by the system to isolate that form.

The isolated units and forms are sealed in a bag for further investigation and resolution of the

issues. The rest of the units are held for recycling and the paperwork from the stores is filed by date for future reference. The serial number of the tags being held for recycling are included in our daily file upload to the Tollway's FTP server.

IGOR reviews the issues and notifies the Tollway of the specifics of each situation by email. The Tollway resolves any account problems. If we didn't isolate the returned tags with issues and exclude them from the daily FTP returned tag data, the Tollway's I-PASS staff would spend countless hours investigating and resolving error reports from their inventory management system.

We recognize that the environment in a retail sales location makes it impossible to expect 100 percent compliance with the reporting functions as store associates are constantly interrupted by customers. We have made the commitment to perform this time-consuming process; we want to do everything possible to ensure that the replacements are correctly reported to the Tollway so the user accounts are correctly updated.

We include the serial numbers of the units to be recycled in the daily file uploaded to the Tollway's FTP server when they have been picked up by the recycler. We currently use Com2 Computers and Technologies, LLC (D/B/A Com2 Recycling Solutions) in Carol Stream to perform the recycling function. They are Responsible Recycling (R2):2013 certified and their Environmental Management System is ISO 14001:2015 certified.



Exhibit 14: IGOR Courier Picking Up Bag of Returns



Exhibit 15: IGOR Employee Scanning Returned Units

D.3.10. Reporting, Status and Monitoring: Describe in detail how the Offeror proposes to meet the following requirements. Offeror must include with their response specifications of the required distribution and inventory management software solution and sample reports. The Offeror is required to provide, install and maintain an existing software application solution that is capable of communicating with retail locations, the retail store management and Tollway management. The Offeror is responsible for procurement and management of supporting communications infrastructure to ensure that the proposed distribution and inventory management solution meets all requirements of this RFP. The Offeror is required to have an existing software application solution that has been used for distribution and inventory management. The solution must include the following at a minimum: • Location specific inventory order placement, order routing, delivery tracking and reconciliation. • Replacement transponder ordering, delivery tracking, return transponder reporting and reconciliation • Return transponder reporting, reconciliation and tracking. • Gift card ordering, delivery tracking, return reporting and reconciliation. • Inventory level tracking, reporting and low level alert identification. • Offeror must provide training to the retailer of the above mentioned application. This can be performed with a train-the-trainer program.

As the current vendor providing Transponder Distribution services to the Illinois Tollway, IGOR is uniquely able to provide an existing software application that was designed and developed to support this process. We will not be adapting a generic solution; we will continue to use our proven system that has been supporting our I-PASS operations. It already has all required elements in place.

Our system has been refined and enhanced over the years to provide the information needed by the Tollway and Jewel-Osco/Road Ranger to manage the I-PASS functions. It provides the audit controls and reporting features specified in the RFP. The Tollway's operation staff can attest to IGOR's ability to quickly respond to inquiries regarding any I-PASS inventory issue.

We currently provide a communications infrastructure that meets all requirements of this RFP. We have implemented a data-reporting solution with multiple web-based access points (see Exhibit 16) and a fax-based backup option. We will continue to maintain an solution with redundancy.

There are key components in our system that will not be found in any generic inventory system; for example, our returned transponder reconciliation function is integrated into the replacement reporting function. Our system's inventory tracking, order processing, and reporting functions were specifically designed and developed to support the Illinois Tollway's I-PASS programs.

The store reporting function for retail and replacement transponders provides the data required by the Tollway to update its inventory location database. The same store data is also used by IGOR to calculate the inventory levels of the items at each store. Our system's "push-based" reorder process establishes the order quantities (see Exhibits 17 and 18) that maintain the desired levels of all I-PASS items. IGOR does not rely on store employees to calculate their inventory needs and place an order.

We have worked with the corporate training staff at Jewel-Osco since the beginning of the retail sales program in 2003. We have worked with the corporate training staff at Road Ranger since they joined the I-PASS program. We assist the retail partners in developing their training materials and will continue to work with them on all future I-PASS training. If the Tollway should add or change retail partners during the term of this contract, IGOR will work with them to ensure a successful transition.

IGOR Jewel-Osco
Jewel IPASS Update Form

Please input your Store Number and IPASS Serial Numbers below.

Store Number:

#	Old IPASS Number	New IPASS Number	#	Old IPASS Number	New IPASS Number
1.	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	11.	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>
2.	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	12.	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>
3.	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	13.	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>
4.	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	14.	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>
5.	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	15.	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>
6.	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	16.	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>
7.	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	17.	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>
8.	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	18.	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>
9.	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	19.	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>
10.	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>	20.	<input style="width: 100%; height: 20px;" type="text"/>	<input style="width: 100%; height: 20px;" type="text"/>

Exhibit 16: IGOR Webpage for Jewel-Osco Reporting Replacements

ip\libr\ipushrpt.wb 10/27/19 10:45		IPASS ORDER PUSH REPORT FOR 10/29/19										DAY 2		PAGE 1		2 102919 101919 2.5 101919 3.0			
STORE CITY	CONV D / R / S	PRIOR WEEK3	PRIOR WEEK2	PRIOR WEEK1	LAST JO 10/19/19	WEEK RR 10/19/19	ON HAND	NOOH	4-WEEK	NOOH	8DAY	<15	<20	NOOH	P2.5W	RIP	GC		
		DELIVERIES > 101919							AVG LW	@AVG	SOLD			@LW	@LW				
									LAST 8 DAYS SALES										
3720 Lockport	2 IPASS 01	IP 24 21	27	31	44 + 50 - 40 = 54	25.8 31	2.1 *	33 (1.6)	3720 1.7	.9	25								
		10/22(50)	(0)	(0)					5 4	5 5 2 5 2 5 = 33									
16625 W. 159th St.		GC 19 31	42	11	174 + 0 - 14 = 160	25.8 11	6.2		3720 14.5										
3182 Lemont	2 IPASS 02	IP 17 22	17	26	33 + 50 - 33 = 50	20.5 26	2.4 *	24 (2.1)	3182 1.9	.6	25								
		10/22(50)	(0)	(0)					1 5	2 4 4 1 1 6 = 24									
1202 State Street		GC 7 9	13	10	97 + 0 - 13 = 84	9.8 10	8.6		3182 8.4										
0056 Lisle	2 IPASS 03	IP 17 19	21	32	28 + 50 - 41 = 37	22.3 32	1.7 **	27 (1.4)	0056 1.2	1.7	50								
		10/22(50)	(0)	(0)					5 0	5 6 3 6 1 1 = 27									
1156 Maple Ave.		GC 5 13	8	14	19 + 100 - 18 = 101	10.0 14	10.1		56 7.2										
1111 Naperville	2 IPASS 04	IP 24 24	13	23	45 + 25 - 30 = 40	21.0 23	1.9 **	22 (1.8)	1111 1.7	.7	25								
		10/22(25)	(0)	(0)					3 3	1 3 1 2 5 4 = 22									
1227 Naper Blvd.		GC 1 3	9	10	56 + 0 - 13 = 43	5.8 10	7.5		1111 4.3										
0185 Naperville	2 IPASS 05	IP 41 37	42	24	88 + 0 - 31 = 57	36.0 24	1.6 **	42 (1.4)	0185 2.4	.1	25								
		(0)	(0)	(0)					9 4	1 16 6 2 4 0 = 42									
127 E. Ogden Ave.		GC 4 7	6	8	32 + 0 - 10 = 22	6.3 8	3.5		185 2.8										
3230 Wheaton	2 IPASS 06	IP 21 27	23	20	48 + 25 - 26 = 47	22.8 20	2.1 *	18	3230 2.4	.1	25								
		10/22(25)	(0)	(0)					5 1	5 2 1 0 4 0 = 18									
30 Danada Square		GC 11 13	14	12	53 + 0 - 15 = 38	12.5 12	3.0		3230 3.2										
3340 Glen Ellyn	2 IPASS 07	IP 30 30	29	29	64 + 25 - 37 = 52	29.5 29	1.8 **	27 (1.9)	3340 1.8	.8	25								
		10/22(25)	(0)	(0)					4 5	1 4 6 3 4 0 = 27									
599 E. Roosevelt Rd.		GC 16 4	15	10	63 + 0 - 13 = 50	11.3 10	4.4		3340 5.0										
0283 Wheaton	2 IPASS 08	IP 33 30	24	30	49 + 25 - 39 = 35	29.3 30	1.2 **	32 (1.1)	0283 1.2	1.6	50								
		10/22(25)	(0)	(0)					6 5	2 2 4 4 9 0 = 32									
2031 N. Main St.		GC 14 9	5	12	111 + 0 - 15 = 96	10.0 12	9.6		283 8.0										
0264 Glendale Hts.	2 IPASS 09	IP 38 38	39	37	76 + 25 - 48 = 53	38.0 37	1.4 **	43 (1.2)	0264 1.4	1.6	50								
		10/22(25)	(0)	(0)					5 7	7 2 4 5 7 6 = 43									
2164 Bloomingdale Rd.		GC 20 24	29	19	136 + 0 - 24 = 112	23.0 19	4.9		264 5.9										

Exhibit 17: Push Inventory Report for Retail Units and Gift Cards

ip\libr\exreplen		JEWEL\IPASS Exchange Unit Inventory										10/27/19	10:38	BOX QTY = 100		LAST
STORE#	CITY	CONV D / R / S	DELIVERED ID	EXCHANGED	>=01/01/17 WA	>=01/01/17	ON-HAND	P3W AVG	3WA WOH	L7 (TODAY)	WKS ON-HAND	P2W	2.5	P3W	CASE	
9005	S. BELOIT (#205)	5 IPASS 01	5600	1	5443	157	41	3.9	27	(5)	5.8	9005			100	
9004	LOVES PARK (#211)	5 IPASS 02	5800	1	5663	137	51	2.7	33	(4)	4.2	9004			100	
9009	WINNEBAGO (#206)	5 IPASS 03	1100	3	1004	96	10	9.3	8	(1)	12.0	9009			94	
9008	ROCKFORD (#203)	5 IPASS 04	1300	9	1251	49	7	6.7	7	(1)	7.0	9008			48	
9006	HAMPESHIRE (#235)	5 IPASS 05	300	33	287	13	1	9.8	3	(1)	4.3	9006			13	
3394	Huntley	5 IPASS 06	3400	6	3340	60	23	2.6	10		6.0	3394			0	
2313	Elgin	5 IPASS 07	1800	3	1708	92	13	6.9	9		10.2	2313			91	
3291	Elgin	5 IPASS 08	1800	8	1758	42	13	3.3	4		10.5	3291			41	
1306	West Dundee	5 IPASS 09	2300	7	2256	44	19	2.3	7		6.3	1306			43	
2310	Algonquin	5 IPASS 10	800	9	773	27	12	2.3	4		6.8	2310			27	
1256	Algonquin	5 IPASS 11	3100	4	3017	83	30	2.8	11	(2)	7.5	1256			82	
3496	Cary	5 IPASS 12	1400	0	1281	119	10	11.9	6		19.8	3496			100	
2517	Crystal Lake	5 IPASS 13	1900	6	1840	60	22	2.7	16	(2)	3.8	2517			58	
3503	Woodstock	5 IPASS 14	2000	4	1902	98	13	7.7	6	(1)	16.3	3503			95	
1518	McHenry	5 IPASS 15	1000	1	880	120	11	10.9	9		13.3	1518			100	
3415	Spring Grove	5 IPASS 16	1400	4	1285	115	8	15.0	3	(1)	38.3	3415			100	
3453	Fox Lake	5 IPASS 17	1400	7	1330	70	9	7.5	2	(1)	35.0	3453			70	
3466	Antioch	5 IPASS 18	3600	0	3465	135	32	4.2	11		12.3	3466			100	
3421	Zion	5 IPASS 19	2500	3	2415	85	21	4.1	11		7.7	3421			82	
1424	Waukegan	5 IPASS 20	800	4	708	92	6	15.3	6	(2)	15.3	1424			91	
4516	Waukegan	5 IPASS 21	1000	6	934	66	11	5.8	3		22.0	4516			63	
3405	Gurnee	5 IPASS 22	6100	3	6009	91	45	2.0	21	(1)	4.3	3405			90	
3432	Round Lake Beach	5 IPASS 23	2000	7	1948	52	14	3.6	3		17.3	3432			50	
3464	Grayslake	5 IPASS 24	1800	8	1755	45	13	3.5	8	(2)	5.6	3464			45	

3442	Chicago	5 N FREIGHT.1	1600	1	1489	111	11	9.8	3		37.0	3442			100	
1282	Chicago	5 N FREIGHT.2	700	9	669	31	9	3.6	2	(1)	15.5	1282			31	
3262	Chicago	5 N FREIGHT.3	1300	11	1265	35	8	4.6	2	(1)	17.5	3262			34	

3176	Chicago	5 S FREIGHT.1	400	13	336	64	2	32.0	1		64.0	3176			64	
2602	Chicago	5 S FREIGHT.2	500	12	435	65	5	13.9	2		32.5	2602			63	
3170	Chicago	5 S FREIGHT.3	900	3	793	107	4	29.2	0		107.0	3170			100	
													59,600	2,361	238	0

Exhibit 18: Push Inventory Report for Replacement Units

D.3.11. The Offeror must manage an inventory system that will track transponders by retail outlets (See Exhibit D for sample reports). • Returns of new transponders will be accepted at the retail outlet only if unopened, accompanied by a receipt, and at the store from which the unit was sold. These transponders will be returned to the Offeror, who will then return them to the Tollway. • The Offeror will be responsible for transferring data daily, including transponder serial number, date, retail store location, etc., to the Tollway for the transponder sales reconciliation via FTP transfer (See Exhibit D for sample reports).

The Tollway is familiar with IGOR's inventory management and reporting system. It fully supports the existing retail transponder sales and exchange programs.

Our services include the transportation of returned new retail units from stores to IGOR for processing. The stores keep the returned retail units in large orange envelopes that are provided by IGOR. Our couriers pick up these units during their regularly scheduled visits and transport them to IGOR. We change the location of the returned units to IGOR in the Tollway's inventory system prior to delivering them to the Tollway. This allows the Tollway's staff to quickly transfer the units from IGOR's location to the Tollway inventory in their system. We open/unbox the returned units and transport the units to the Tollway in foil-lined cartons.

Our system creates and uploads all required files daily in the formats specified by the Tollway. Our system reports all activity in detail and includes transponder serial numbers, store numbers, dates, etc.

D.3.12. The Offeror must manage an inventory system that will track replacement transponders by retail store for replacements and inventory, and shall coordinate with the Tollway accordingly. This includes tracking replacement inventory shipped to and replaced by location, including tracking old and new transponder serial numbers. Replacement transponder data will be provided by retail outlets. • For transponders returned as part of the replacement program, please see Section D.3.9. regarding disposal requirements. • The Offeror will be responsible for transferring data daily to the Tollway, including transponder serial numbers, date, retail store location, etc., to the Tollway for replacement transponder reconciliation via FTP transfer. • Weekly and monthly summary reports tracking sales of transponders and gift cards and replacement transponders shall be provided to the Tollway. (See Exhibit D for sample report). • The Offeror will be expected to work with Tollway on occasion to troubleshoot any issues that arise from store reporting discrepancies.

The Tollway is familiar with IGOR's inventory management and reporting system. It fully supports the transponder replacement program. Our system includes data validation of the transponders reported replaced by the stores. We verify that the old transponder number is eligible to be swapped and has not already been reported. We verify that the replacement transponder number is from the inventory of the store reporting the swap and has not previously been reported used. We identify, investigate, and report any issues to the Tollway.

Our system creates and uploads all required files daily in the formats specified by the Tollway. Our system reports all activity in detail and includes transponder serial numbers, store numbers, dates, etc.

Our services include the transportation of the old units that are replaced at a store back to IGOR for processing. The stores keep the units in large, static shield bags that are provided by IGOR. Our couriers pick up the returned units during their scheduled visits and transport them back to IGOR. Stores are visited based on an established schedule even if they have no order for transponders or gift cards being delivered. We have already detailed how we process the old units returned to IGOR.

Additionally, we often find and report exceptions to the Tollway that further benefit the replacement program. We find old units that were dropped off by a customer that did not want a replacement or had already received a replacement through the mail. We notify the Tollway so the customer's deposit can be credited to their account. Jewel-Osco routinely sends us units that people have found and given to them because they know that Jewel-Osco stores sell I-PASS units. We work with the Tollway's I-PASS staff on a daily basis to troubleshoot issues that arise from store reporting discrepancies.

D.3.13. The Offeror must manage an inventory system that will track gift cards by retail store for sales and inventory, and shall coordinate with the Tollway accordingly. This includes tracking gift cards by location, shipped to and sold from. Gift card sales data will be provided by the retail outlets. • Rarely, a defective gift card is returned to a retail outlet. Returns of any defective gift cards must be tracked, reported, collected by the Offeror, and delivered to the Tollway. • The Offeror will be responsible for transferring data daily, including serial number, date, retail store location, etc., to the Tollway for gift card sales reconciliation via FTP transfer.

The Tollway is familiar with IGOR's inventory management and reporting system. It fully supports the existing gift card sales program. The retail stores do not currently report the sale of gift cards by serial (card) number. We will include function of reporting of gift card sales by serial number in our system if the Tollway implements the requirement during the term of this contract.

We have already detailed the advantages of IGOR's inventory management processes. Our services fully support the I-PASS gift card sales program. We provide the transportation of defective gift cards from the stores to IGOR. Our couriers pick up the returned cards during their regularly scheduled store visits. We deliver the defective cards to the Tollway.

If there is a printing defect in a batch of cards, which has happened in the past, IGOR can perform a recall and resupply process for the Tollway. We will identify the locations that received the defective cards and notify them that we will be replacing their gift card inventory. Our couriers would pick up unsold cards in sealed boxes that indicate the store's count of returned cards. We would assist with the accounting and reconciliation of the cards and deliver them to the Tollway for destruction.

D.3.14. The Offeror must perform tracking and reconciliation of all inventory, including new transponder sales, transponder replacements, transponder disposals, and gift cards, to physical counts. The Offeror will provide the Tollway with detailed reporting; daily, weekly, and monthly, based on the type of report via email. Daily inventory reports must be available upon request. Said daily inventory reports are considered to be subject to the audit/retention of records provision set forth in this RFP. The Tollway, upon reasonable notice to the Offeror, shall be entitled to visit Offeror's facilities during normal business hours for the purpose of verifying transponder (including replacement), gift card, and mounting strip inventory. • The Offeror must produce reconciliation reports that can be easily integrated to other tracking programs including those of third parties; such as the Tollway, I-PASS customer service application, and retailer(s). Physical inventory reconciliation shall be performed at least monthly. • At the Tollway's option, the Parties will work together to monitor performance during the contract term. This may include use of a performance scorecard with conditions, milestones, requirements, or timetables that must be met before additional steps may be taken, or payment is due. The scorecard also may record matters related to price, service, quality and other factors deemed important by the Tollway. • The Offeror shall cooperate with the Tollway to monitor performance activity, which may require that the Offeror 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 Tollway.

We are aware of the requirements for tracking and reconciliation of all inventories, including new transponder sales, transponder replacements, transponder disposals, and gift cards, to physical counts. We can email the Tollway any requested detailed activity or inventory report on a daily, weekly, and monthly basis. The Tollway is welcome to visit our facility during normal business hours for the purpose of verifying transponder, gift card, and mounting strip inventories.

We will produce reconciliation reports that can be easily integrated into other tracking programs, including those of third parties such as the Tollway, I-PASS customer service application, and the retail vendors. Examples of the things that we currently provide include our daily file uploads to the Tollway's FTP server, the I-PASS returns information that we email the Tollway (Brandi) monthly (every 4 weeks), and the delivery detail files that we send to Jewel-Osco and Road Ranger weekly. We will coordinate with the Tollway to provide continuous and seamless integration with any modification of their back-office application, adapting our formatting and file submission processes as necessary.

We will perform our physical inventory reconciliation monthly (see Exhibit 19) and will cooperate with the Tollway to monitor performance during the contract term. We will allow random inspections of our facility and provide management reports, as requested.

We will participate in scheduled meetings with the Tollway's staff as required by the RFP. We know how busy the Tollway's staff is managing the routine, day-to-day operations,

implementing new initiatives, and responding to problem situations. IGOR provides a turnkey service that does not require a great deal of oversight by Tollway management; however, we believe that establishing regular meetings to discuss current and future challenges would be beneficial to both parties.

I-Pass Inventory Sheet

10/1/2019

		Quantity	Total
IPASS ITEMS:			
Bulk Retail	75	1,200	90,096
Full skids (Retail)	13	2,000	26,000
Partial skids (Retail)	25	1	25
Units bagged & tagged	45	100	4,500
Units tagged	62	100	6,200
Bulk Swap	44	1,200	53,304
Full skids (Swap)	1	8,000	8,000
Partial skids (Swap)	14,600	1	14,600
Units tagged (Swap)	0	100	
Class 5 791 completed boxes	9	25	225
Class 5 727 completed boxes	4	25	100
Gift Cards (100 ct boxes)	255	100	25,500
RETAIL SUPPLIES:			
Bundles of 25ct boxes	0	350	
Bundles of 25ct boxes	5	500	2,580
Bundles of Ipass boxes	16	2,700	43,200
Bags of Ipass boxes	31	100	3,100
Cases of Static bags	35	1,000	35,000
Cases of Owners manual forms	4	2,400	9,600
Cases of Owners manual forms	32	1,620	51,840
Cases of Activation forms	3	9,000	27,000
Cases of Privacy Policy (Retail)	30	2,160	63,720
Transponder labels-Rolls (Retail)	11	2,400	25,296
Transponder box labels-Rolls (Retail)	15	2,400	36,000
Big rolls of tape	3		
Rolls of Box Tape	81	1	81
SWAP SUPPLIES:			
Transponder labels-Rolls (Swap)	10	2,400	24,504
Cases of Privacy Policy (Swap)	16	3,600	56,304
Swap Return Pouches	50	1	50

In need of Ipass "Sales Log" or "carton labels"

YES

NO

Counted by:

893 Brandi

F:\FILES\IPASS\IPASSINV.XLS

Exhibit 19: IGOR Worksheet for Physical Counts of I-PASS Items

D.3.15. All Tollway paper records shall be stored in 20-pound, legal size, storage Bankers Boxes for appropriate transfer to a Tollway designated scrap location after the retention period expires. Any Tollway assets, including records held in compliance with the retention policy, shall be transferred upon contract completion or termination.

IGOR will transfer paper records to the Tollway designated scrap location in 20-pound, legal size, storage boxes after the retention period expires. IGOR will transfer any Tollway assets, including records held in compliance with the retention policy, upon contract completion or termination.

D.4. OFFEROR / STAFF SPECIFICATIONS: Offeror is required to have experience distributing goods/products to a network of retailers with a minimum of 50 locations. Offeror shall demonstrate the ability to provide just-in-time inventory management and delivery to the minimum locations required. Please submit a description of experience relevant to the scope of services required by this RFP. Please include details regarding similar projects including but not limited to: • Offeror name and contact name/address (Tollway will contact the client for references) • Overview/scope of services provided • Term of services provided • Scale or volume of services provided (e.g. annual volume of units)

IGOR has the most relevant experience possible regarding the scope of services required by this RFP; we are currently providing these services. We distribute I-PASS transponders and gift cards to the 190 locations currently selling I-PASS. We have distributed millions of transponders and gift cards to retail locations. We have processed millions of transponder replacements. The IGOR client that can provide the most accurate and relevant performance review of our capabilities is the Illinois Tollway. The I-PASS program managers that we have worked with on a regular basis are Mike Catolico and Chris Sedares. They can attest to our ability to meet or exceed all existing service levels.

We have the direct I-PASS program knowledge to maximize the effectiveness of the services required in this RFP. We have analyzed the sales and replacement activity trends and worked with the retail placement vendors for years. We are best positioned to assist the Tollway with any new initiatives or challenges it may face in the future. We have proven our ability to quickly react to large changes in work volume from the Tollway.

IGOR has a long history of providing large-scale distribution services in Illinois. When the Illinois Lottery was contracting for a state-managed ticket distribution service, IGOR was the vendor providing the order fulfillment and distribution service to over 7,000 retailers statewide. We provide statewide order fulfillment and distribution of the LINK EBT cards and PIN packs for Conduent State and Local Solutions (formerly Xerox) to over 50 state offices across Illinois. We provide interoffice mail courier services, including the storage, order fulfillment, and delivery of CTA transit cards (similar in value to I-PASS gift cards) for the Illinois Department of Human Services.

D.5. TRANSPORTATION AND DELIVERY TERMS: The Offeror must send to the Tollway, via a daily file upload (seven (7) days every week); transponder replacement data, including but not limited to; store number, I-PASS account number, old transponder serial number, new transponder serial number, and date.

IGOR currently provides this service seven (7) days every week. We have detailed our process that allows the retail stores to report the replacements. We have also detailed our process for uploading the daily files to the Tollway FTP server.

D.6. OFFEROR'S PROPOSED SOLUTION TO MEET THE STATE'S REQUIREMENTS: Please either respond in the space below or in the following prescribed format: Proposal volumes shall be organized and formatted in separately bound volumes (using three-ring or loose-leaf binders). Except for charts, exhibits and other illustrative and graphical information, all information shall be submitted on 8.5 inch by 11-inch, with the title block showing. The Offeror Response shall be submitted as the Respondent's proposed solution, detailing how the Respondent plans to approach each service requirement. All requirements must be addressed. Respondents are advised to adhere to the submittal requirements of this RFP. Failure to comply with the instructions of this RFP may be cause for rejection of a non-compliant proposal. Offerors are encouraged to provide adequate details for any request for information as noted in this RFP. The Offeror shall tab and title the sections of their response pursuant to each Element noted below. Proposal scoring will be based on the Respondent's submittal for the following Elements: Tab 1 - Table of Contents: The Offeror shall include a table of contents in its Offer. Offers shall be page numbered sequentially from front to back. Tab 2 - Transmittal Letter: An individual authorized to legally bind the Offeror shall sign the transmittal letter. The person who signs the transmittal letter will be considered the contact person for all matters pertaining to the Offer unless the Offeror designates another person in writing. The letter shall include the Offeror's mailing address, e-mail address, fax number and telephone number. Any request for confidential treatment of information shall be included in the transmittal letter in addition to the specific statutory basis supporting the request, an explanation of why disclosure of the information is not in the best interest of the public, and the specific basis the Illinois Freedom of Information Act (5 ILCS 140/7) for the exemption from disclosure of such information. The transmittal letter shall also contain the name, address, email address, and telephone number of the individual authorized to respond to the Illinois Tollway about the confidential nature of the information. Tab 3 - Executive Summary: The Offeror shall prepare an Executive Summary and overview of the services it is offering including all of the following information: a. The Offeror shall provide their current business overview. b. Statements that demonstrate that the Offeror understands the services as specified in the RFP and will agree with Section 3 F "Standard Terms and Conditions." Tab 4 - Financials: The Offeror shall provide the last three (3) most recent Year End Financial Statements, preferably audited with all footnotes and disclosures. Financial statements should indicate a positive tangible net worth, excluding loans to owners/shareholders, positive working capital, and a debt to tangible equity ratio of less than 6:1. Further, the financial statements should not indicate any material un-booked obligations. (A balance sheet is not a complete financial statement; balance sheets only will not be acceptable). Tab 5 - Technical Approach/Methodology Requirement - A side-by-side response outlining the RFP requirements and Respondent's proposed solution shall be submitted. Offeror's proposed solution shall detail how the Offeror plans to approach each service requirement addressed in Section D. Offerors shall provide a detailed description of how the Offeror plans to approach each Technical requirement. Offers shall be fully responsive to each service requirement. Offers shall identify any deviations from the stated requirements in Section D or requirements that the Offeror cannot satisfy. Any deviations from the stated requirements or any requirements that the Offeror cannot satisfy will affect the evaluation of the Offer and may disqualify the Offeror. Answers that refer to previous sections are strongly discouraged. A response such as, "We will meet or exceed the requirements" without any details of how the requirement will be met shall not be an acceptable response and shall be scored accordingly. Tab 6 - Offeror/Staff Specifications: Provide an Organizational

chart and resumes and references for all known participating staff and/or position descriptions in the solicitation. Please provide additional organizational information demonstrating the qualifications of your agency/firm for performing the work required to meet the demands of this RFP. Please include an organizational history which includes a listing of similar previous engagements of implementing or solutions as proposed. The Offeror shall provide a total of four (4) References. The Tollway will accept references from private firms or governmental agencies. Tab 7 - Planned Changes: Describe any potential or planned changes or initiatives that, in the next twelve to twenty-four months, could significantly change any of the information provided in this proposal. Include any plans for significant restructuring of staff. Include the schedule for implementing these changes. Tab 8 - Pricing: Please provide a blank page as a placeholder (Provide pricing in a separate sealed envelope with disc in Packet #2). Tab 9 - Other Exhibits: Training Materials, Sample Reports, and Other Pertinent Information (i.e.: Licenses, Certifications, Charts, Exceptions, etc.)

IGOR has responded to the RFP in the prescribed format. We have fully complied with the requirements for submitting an offer.

D.7. SUBCONTRACTING D.7.1. Subcontractors are allowed. A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract. If subcontractors are to be utilized, Offeror must identify subcontractors expected to receive \$50,000 or more annually under the contract and disclose the expected amount of money each will receive in the Subcontractor Disclosure form found in Section 3 Part I. D.7.2. The Offeror shall notify the State of any additional or substitute subcontractors hired during the term of the contract. If required, Offeror shall provide the State a copy of all such subcontracts within fifteen (15) days after execution of the contract or the subcontract, whichever occurs later. D.7.3. Any subcontracts entered into prior to award of the contract are done at the sole risk of the Offeror and subcontractor(s).

IGOR will fully comply with the State's rules for subcontracting. We have identified a subcontractor in our response.

D.8. WHERE SERVICES ARE TO BE PERFORMED D.8.1. Unless otherwise disclosed in this section, all services shall be performed in the United States. This information and the economic impact on Illinois and its residents may be considered in the evaluation. If the Offeror performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Offeror. D.8.2. Offeror shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Offeror received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Offeror shifts any such work outside the United States. D.8.3. Location where services will be performed: D.8.4. Percentage of contract of services performed at this location (please do not use a dollar amount): Include Part D and related attachments in Packet 1

Location where services will be performed: Illinois

Percentage of contract of services performed at this location: 100%

IGOR will continue to perform fulfillment services in its warehouse/office facility in Tinley Park, Illinois. Some deliveries will be made to retail locations in adjoining states (Iowa, Indiana, and Wisconsin) if the Tollway has retail locations in those states.

STATE OF ILLINOIS
BUSINESS ENTERPRISE PROGRAM
MINORITIES, FEMALES, PERSONS WITH DISABILITY
PARTICIPATION AND UTILIZATION PLAN

For State Agency/State University Use Only

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

Contract Goal to be Achieved by Vendor: This solicitation includes a specific **BEP** participation goal of % based on the availability of BEP certified vendors to perform or provide the anticipated services and/or supplies required by this solicitation. **The availability of BEP certified vendors was determined using the following commodity/service codes; however Vendor is not required to rely solely upon these commodity/service codes in preparing the bid or offer:**

The BEP participation goal is applicable to all bids or offers. In addition to the other award criteria established for this solicitation, the Agency/University will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the BEP certified vendor. If Vendor is a BEP certified vendor, the entire goal is met and no subcontracting with a BEP certified vendor is required; however, **Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.**

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

At the time of bid or offer, Vendor, or Vendor's proposed Subcontractor, must be certified with CMS as a BEP certified vendor.

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Joint Venture Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Joint Venture Agreement must clearly evidence that the BEP certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the BEP certified vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by

the BEP certified vendor to be dedicated to the performance of the contract. Established Joint Venture Agreements will only be credited toward BEP goal achievements for specific work performed by the BEP certified vendor. **Each party to the Joint Venture Agreement must execute the bid or offer prior to submission of the bid or offer to the Agency/University.**

2. An agreement between a vendor and a BEP certified vendor in which a BEP certified vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The Agency/University may request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the Agency/University in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed BEP certified vendor. Failure to cooperate by Vendor and BEP certified vendor may render the bidder or offeror non-responsive or not responsible. **The contract will not be finally awarded to Vendor unless Vendor's Utilization Plan is approved.**
3. **BEP Certified Vendor Locator References:** Vendors may consult CMS' BEP Vendor Directory at www.sell2.illinois.gov/cms/business, as well as the directories of other certifying agencies, but firms **must be certified with CMS as BEP certified vendors at the time of bid or offer.**
4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency/University deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subcontractor or supplier.
5. **Calculating BEP Certified Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all BEP certified vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by BEP certified vendors is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:
 - 5.1. The value of the work actually performed or goods/equipment provided by the BEP certified vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the BEP certified vendor, including supplies purchased or equipment leased by the BEP certified vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.
 - 5.2. A vendor shall count the portion of the total dollar value of the BEP contract equal to the distinct, clearly defined portion of the work of the contract that the BEP certified vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other BEP certified vendor. Work performed by the non-BEP certified party shall not be counted toward the goal. **Work that a BEP certified vendor subcontracts to a non-BEP certified vendor will not count towards the goal.**
 - 5.3. A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a BEP certified vendor manufacturer, regular dealer, or supplier. A Vendor shall count toward the goal the following expenditures to BEP certified vendors that are not manufacturers, regular dealers, or suppliers:
 - 5.3.1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Agency/University to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - 5.3.2. The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is

not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the Agency/University to be reasonable and not excessive as compared with fees customarily allowed for similar services. The BEP certified vendor's trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.

- 5.3.3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Agency/University to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 5.4. BEP certified vendors who are performing on contract as second tier subcontractors may be counted in meeting the established BEP goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.
- 5.5. A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.
 - 5.5.1. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The BEP certified vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the Agency/University shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 - 5.5.2. A BEP certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain BEP certified vendor participation. In determining whether a BEP certified vendor is such an extra participant, the Agency/University shall examine similar transactions, particularly those in which BEP certified vendors do not participate, and industry practices.
- 5.6. A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

Good Faith Effort Procedures: Vendor must submit a Utilization Plans and Letters of Intent that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must document and explain within the Utilization Plan the good faith efforts it undertook to meet the goal. Utilization Plans are due at the time of bid or offer submission. The Business Enterprise Council ("Council") or its delegate will consider the quality, quantity and intensity of Vendor's efforts.

The Utilization Plan contains a checklist of actions that the Council or its delegate will consider as evidence of Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of the Council or its delegate may be relevant in appropriate cases.

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

- 6.2. If the Council or its delegate determines that Vendor has made good faith efforts to meet the goal, the Agency may award the contract provided that Vendor is otherwise eligible for award.
 - 6.3. If the Council or its delegate determines that good faith efforts have not been met, the bid or offer may be determined to be non-responsible by the Chief Procurement Office.
7. **Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan. **After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract.** If Vendor did not succeed in obtaining BEP certified vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of BEP certified vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.
- 7.1. The Utilization Plan may not be amended after contract execution without the Agency/University's prior written approval.
 - 7.2. **Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the Agency/University.** Unauthorized changes or substitutions, including performing the work designated for a BEP certified vendor with Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. Vendor must negotiate with the BEP certified vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work or goods/equipment, provided the BEP certified vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work, goods or equipment.
 - 7.3. Substitutions of a BEP certified vendor may be permitted under the following circumstances:
 - 7.3.1. Unavailability after receipt of reasonable notice to proceed;
 - 7.3.2. Failure of performance;
 - 7.3.3. Financial incapacity;
 - 7.3.4. Refusal by the BEP certified vendor to honor the bid or proposal price or scope;
 - 7.3.5. Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
 - 7.3.6. Failure of the BEP certified vendor to meet insurance, licensing or bonding requirements;
 - 7.3.7. The BEP certified vendor's withdrawal of its bid or offer; or
 - 7.3.8. Loss of certification of the BEP certified vendor.
 - 7.4. If it becomes necessary to substitute a BEP certified vendor Vendor must notify the Agency/University in writing of the request to substitute a BEP certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency/University shall notify the Council or its delegate of the request to substitute a BEP

certified vendor or change the Utilization Plan. The Agency/University will approve or deny a request for substitution or other change in the Utilization Plan within five business days of receipt of the request.

- 7.5. Where Vendor has established the basis for the substitution to the Agency/University's satisfaction, it must make good faith efforts to meet the contract goal by substituting a BEP certified vendor. Documentation of a replacement BEP certified vendor, or of good faith efforts to replace the BEP certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non-BEP certified vendor.
- 7.6. If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the Agency/University to modify the Utilization Plan and must make good faith efforts to ensure that BEP certified vendors have a fair opportunity to submit a bid or offer on the new scope of work.
- 7.7. A new BEP certified vendor agreement must be executed and submitted to the Agency/University within five business days of Vendor's receipt of the Agency/University's approval for the substitution or other change.
- 7.8. Vendor shall maintain a record of all relevant data with respect to the utilization of BEP certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three years after the completion of the contract. Full access to these records shall be granted by Vendor upon 48 hours written demand by the Agency/University to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency/University shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the BEP certified vendor and final payment to the BEP certified vendor by Vendor, but not later than 30 calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the BEP certified vendor under the contract.
 - 7.8.1. Vendor shall submit quarterly reports documenting its utilization of BEP certified vendors, including the amount of payments made to BEP certified vendors in each quarter. Quarterly reports shall be submitted to the designated BEP contact person on forms provided by the BEP Compliance Department.
 - 7.8.2. Quarterly reporting periods shall be July 1 – September 30 (1st Quarter), October 1 – December 31 (2nd Quarter), January 1 – March 31 (3rd Quarter), and April 1 – June 30 (4th Quarter) of each fiscal year. Quarterly reports for the preceding quarter shall be due on or before the first day of each quarter.
 - 7.8.3. Vendor's failure to submit quarterly reports shall constitute a material breach of this contract and may subject Vendor to the remedies and penalties described in Section 7.10.
- 7.9. The Agency/University will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the BEP certified vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency/University to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- 7.10. The Agency/University reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

UTILIZATION PLAN

The Utilization Plan and Letter of Intent must be sealed and submitted separately.

IGOR The Watchdog Corp.

(Vendor) submits the following Utilization Plan as part

of our bid or offer in accordance with the requirements of the BEP Program Status and Participation section of the solicitation for 18-0093 I-PASS Distribution and Back-End Support Services, Illinois Procurement Bulletin

Bid Buy # 19-557THA-BUSSY-134599

Reference Number N/A

. We understand that all subcontractors must be certified with the CMS BEP Program at the time of submission of all bids and offers. **We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.**

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

Vendor submits the following statement:

- Vendor is a BEP certified firm and plans to fully meet the goal through self-performance.
- Vendor has identified BEP certified subcontractor(s) to fully meet the established goal and submits the attached executed Letter(s) of Intent; or
- Vendor has made good faith efforts towards meeting the entire goal, or a portion of the goal, and hereby requests a waiver (complete checklist below).

Vendor's person responsible for compliance with this BEP goal:

Name: Renee Doyle

Title: President

Telephone: (708) 532-9100

Email: rdoyle@igorthewatchdog.com

DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE GOAL AND REQUEST FOR WAIVER

If the BEP participation goal was not achieved, the Good Faith Efforts Procedures and Guidelines outlined in Section 6 will be used to evaluate submitted utilization plans. Vendors providing Good Faith Effort documentation and request for waiver must complete and submit the Good Faith Effort Contact Log with the bid or offer. Failure to submit Good Faith Effort documentation in its entirety shall render Vendor's bid or offer non-responsive or not responsible and cause it to be rejected or render Vendor ineligible for contract award.

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

- Utilize the Sell2Illinois website: www2.illinois.gov/cms/business to identify BEP certified vendors within the respective commodity/service codes denoted above and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.

- Solicit through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of BEP certified vendors that have the capability to perform the work of the contract. Vendor must solicit this interest within sufficient time to allow the BEP certified vendors to respond to the solicitation. Vendor must determine with certainty if the BEP certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal. Vendor must provide interested BEP certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
- Select portions of the work to be performed by BEP certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP certified vendor participation, even when Vendor might otherwise prefer to perform these work items with its own forces.
- Make a portion of the work available to BEP certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate BEP certified vendor participation.
- Negotiate in good faith with interested BEP certified vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of BEP certified vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for BEP certified vendors to perform the work. A Vendor using good business judgment may consider a number of factors in negotiating with BEP certified vendors and may take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using BEP certified vendors may not be in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from BEP certified vendors if the price difference is excessive or unreasonable.
- Thoroughly investigate the capabilities of BEP certified vendors and not reject them as unqualified without documented reasons. The BEP certified vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids and proposals in Vendor's efforts to meet the goal.
- Make efforts to assist interested BEP certified vendors in obtaining lines of credit or insurance as required by the Agency/University.
- Make efforts to assist interested BEP certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

GOOD FAITH EFFORTS CONTACT LOG

Use this Log to document **all** contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of BEP certified vendors within the specific scope of work selected. It is not necessary to show contacts with BEP certified vendors who are identified on the Letter(s) of Intent. **Keep and submit copies of all emails sent and received from prospective BEP vendors. Include a copy of the commodity list or scope of work you solicited prospective BEP vendors to perform.** Duplicate this log as necessary; do not limit your contacts to the number of spaces shown.

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

LETTER OF INTENT

BUSINESS ENTERPRISE PROGRAM OR VETERAN SMALL BUSINESS

Instructions: The Prime Vendor is required to submit a separate, signed Letter of Intent (LOI) from each BEP/VS... LOIs must be submitted with the bid/offer and must be signed by both parties. The Prime Vendor shall not prohibit or otherwise limit the BEP/VS... Each LOI must include the negotiated contract percentage, a detailed scope of work to be performed by each identified BEP/VS... and the amount of the subcontract, if known. All LOI's shall be subject to Agency approval. Any changes involving or affecting the identified BEP/VS... may not be permitted without written approval of the procuring Agency.

Project Name: I-PASS Distribution and Back-End Support Services Project/Solicitation Number: 19-557THABUSSYB4599

Name of Prime Vendor: IGOR The Watchdog Corp. BEP/VS... Compliance Contact: Renee Doyle

Address: 7650 Graphic Drive

City: Tinley Park State: Illinois Zip Code: 60477-6226

Telephone: (708) 532-9100 Fax: (708) 532-9252 Email: rdoyle@igorthewatchdog.com

Name of Certified [] BEP or [x] VSB Vendor: 3rd Coast Imaging, Inc.

Address: 228 S. Wabash Avenue Ste 350 BEP/VS... Compliance Contact: George Chrisopulos

City: Chicago State: Illinois Zip Code: 60604-2310

Telephone: (312) 322-3111 Fax: (312) 264-0969 Email: gchrisopulos@3rdcoastimaging.com

Type of agreement: [] Services [] Supplies [x] Both Services/Supplies

Anticipated start date of the Certified BEP/VS... Vendor: 01/01/2020

Proposed 1 % of Contract to be performed by the BEP/VS... Vendor.

Proposed Subcontract Amount, if known \$

NOTE: The Prime Vendor must indicate the percentage of the estimated contract award that will be subcontracted to the certified BEP/VS... Vendor.

Detailed description of work to be performed or goods/equipment to be provided by the BEP/VS... Vendor:

Printing services and printed materials

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

Vendor (Company Name and D/B/A): IGOR The Watchdog Corp.

Signature [Redacted]

Print Name: Renee L. Doyle

Title: President

Date: 10/29/2019

Certified BEP/VS... Vendor (Company Name and D/B/A): 3rd Coast Imaging, Inc.

Signature [Redacted]

Print Name: George Chrisopulos

Title: President

Date: 10/28/2019

LETTER OF INTENT
BUSINESS ENTERPRISE PROGRAM OR VETERAN SMALL BUSINESS

Instructions: The Prime Vendor is required to submit a separate, signed Letter of Intent (LOI) from each BEP/VSB certified vendor. **LOIs must be submitted with the bid/offer and must be signed by both parties.** The Prime Vendor shall not prohibit or otherwise limit the BEP/VSB certified vendor(s) from providing subcontractor quotes to other potential bidders/vendors. Each LOI must include the negotiated contract percentage, a detailed scope of work to be performed by each identified BEP/VSB certified vendor and the amount of the subcontract, if known. All LOI's shall be subject to Agency approval. Any changes involving or affecting the identified BEP/VSB certified vendor may not be permitted without written approval of the procuring Agency.

Project Name: I-PASS Distribution and Back-End Support Services Project/Solicitation Number: 19-557THABUSSYB4599

Name of Prime Vendor: IGOR The Watchdog Corp. BEP/VSB Compliance Contact: Renee Doyle

Address: 7650 Graphic Drive

City: Tinley Park State: Illinois Zip Code: 60477-6226

Telephone: (708) 532-9100 Fax: (708) 532-9252 Email: rdoyle@igorthewatchdog.com

Name of Certified BEP or VSB Vendor: PBM Group, LLC (D/B/A HLJ Companies)

Address: 164 Division Street STE 407 BEP/VSB Compliance Contact: Harold Johnson

City: Elgin State: Illinois Zip Code: 60120-5530

Telephone: (708) 320-0535 Fax: _____ Email: harold@hljcompanies.com

Type of agreement: Services Supplies Both Services/Supplies

Anticipated start date of the Certified BEP/VSB Vendor: 01/01/2020

Proposed 2 % of Contract to be performed by the BEP/VSB Vendor.

Proposed Subcontract Amount, if known \$ _____

NOTE: The Prime Vendor must indicate the percentage of the estimated contract award that will be subcontracted to the certified BEP/VSB Vendor.

Detailed description of work to be performed or goods/equipment to be provided by the BEP/VSB Vendor:

Computer hardware, software, peripherals, accessories, and supplies
Data processing, computer, programming, and software services
Information Technology consulting services

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

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

IGOR

Signature

Print Name: Renee Doyle

Title: President

Date: 10/29/2019

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

Signature

Print Name: Harold Johnson

Title: President and CEO

Date: 10-20-19

STATE OF ILLINOIS
VETERAN SMALL BUSINESS PARTICIPATION AND
UTILIZATION PLAN

For State Agency/State University Use Only

It is the goal of the State to promote and encourage the continued economic development of small businesses owned and controlled by qualified veterans and that qualified service-disabled veteran-owned small businesses (SDVOSB) and veteran-owned small businesses (VOSB) participate in the State's procurement process as both prime contractors and subcontractors. 30 ILCS 500/45-57.

Contract Goal to be Achieved by Vendor: This solicitation includes a specific **Veteran Small Business** participation goal of % based on the availability of CMS certified veteran-owned and service-disabled veteran-owned small business (VOSB/SDVOSB) vendors to perform or provide the anticipated services and/or supplies required by this solicitation. **The availability of VOSB/SDVOSB certified vendors was determined using the following commodity/service codes; however Vendor is not required to rely solely upon these commodity/service codes in preparing the bid or offer:**

The Veteran Small Business participation goal is applicable to all bids or offers. In addition to the other award criteria established for this solicitation, the Agency will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the certified VOSB/SDVOSB vendor. If Vendor is a CMS certified VOSB/SDVOSB vendor, the entire goal is met and no subcontracting with a CMS certified VOSB/SDVOSB vendor is required; however, **Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.**

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

At the time of bid or offer, Vendor, or Vendor's proposed Subcontractor, must be certified with CMS as a VOSB or SDVOSB. Failure to complete a Utilization Plan or provide Good Faith Effort documentation shall render the bid or offer non-responsive or not responsible.

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

2. An agreement between a vendor and a certified VOSB/SDVOSB vendor in which a certified VOSB/SDVOSB vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The Agency may request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the Agency in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed certified VOSB/SDVOSB vendor. Failure to cooperate by Vendor and certified VOSB/SDVOSB vendor may render the bidder or offeror non-responsive or not responsible. **The contract will not be finally awarded to Vendor unless Vendor's Utilization Plan is approved.**
3. **Veteran Small Business Certified Vendor Locator References:** Vendors may consult CMS' Veteran Small Business Vendor Directory at www.sell2.illinois.gov/cms/business, as well as the directories of other certifying agencies, but firms **must be certified with CMS as VOSB/SDVOSB vendors at the time of bid/offer.**
4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subcontractor or supplier.
5. **Calculating Certified VOSB/SDVOSB Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all certified VOSB/SDVOSB vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by certified VOSB/SDVOSB vendors is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:
 - 5.1. The value of the work actually performed or goods/equipment provided by the certified VOSB/SDVOSB vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified VOSB/SDVOSB vendor, including supplies purchased or equipment leased by the certified VOSB/SDVOSB vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.
 - 5.2. A vendor shall count the portion of the total dollar value of the Veteran Small Business contract equal to the distinct, clearly defined portion of the work of the contract that the certified VOSB/SDVOSB vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other certified VOSB/SDVOSB vendor. Work performed by the non-certified VOSB/SDVOSB party shall not be counted toward the goal. **Work that a certified VOSB/SDVOSB vendor subcontracts to a non-certified VOSB/SDVOSB vendor will not count towards the goal.**
 - 5.3. A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a certified VOSB/SDVOSB vendor manufacturer, regular dealer, or supplier. A Vendor shall count toward the goal the following expenditures to certified VOSB/SDVOSB vendors that are not manufacturers, regular dealers, or suppliers:
 - 5.3.1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - 5.3.2. The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services. The certified VOSB/SDVOSB vendor's trucking firm

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

- 5.3.3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 5.4. Certified VOSB/SDVOSB vendors who are performing on contract as second tier subcontractors may be counted in meeting the established Veteran Small Business goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.
- 5.5. A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.
 - 5.5.1. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The certified VOSB/SDVOSB vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the Agency shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 - 5.5.2. A certified VOSB/SDVOSB vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain certified VOSB/SDVOSB vendor participation. In determining whether a certified VOSB/SDVOSB vendor is such an extra participant, the Agency shall examine similar transactions, particularly those in which certified VOSB/SDVOSB vendors do not participate, and industry practices.
- 5.6. A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

Good Faith Effort Procedures: Vendor must submit a Utilization Plans and Letters of Intent that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must document and explain within the Utilization Plan the good faith efforts it undertook to meet the goal. Utilization Plans are due at the time of bid or offer submission. **Vendors will not be permitted to correct goal deficiencies after bid or offer due dates.** CMS or the State Agency, as its delegate, will consider the quality, quantity, and intensity of Vendor's efforts.

The Utilization Plan contains a checklist of actions that CMS or the State Agency, as its delegate, will consider as evidence of Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of CMS or the State Agency, as its delegate, may be relevant in appropriate cases.

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

6.2. If CMS or the State Agency, as its delegate, determines that Vendor has made good faith efforts to meet the goal, the Agency may award the contract provided that Vendor is otherwise eligible for award.

6.3. If CMS or the State Agency, as its delegate, determines that good faith efforts have not been met, the bid or offer may be determined to be non-responsible by the Chief Procurement Office.

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

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

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

7.3. Substitutions of a certified VOSB/SDVOSB vendor may be permitted under the following circumstances:

7.3.1. Unavailability after receipt of reasonable notice to proceed;

7.3.2. Failure of performance;

7.3.3. Financial incapacity;

7.3.4. Refusal by the certified VOSB/SDVOSB vendor to honor the bid or proposal price or scope;

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

7.3.6. Failure of the certified VOSB/SDVOSB vendor to meet insurance, licensing or bonding requirements;

7.3.7. The certified VOSB/SDVOSB vendor's withdrawal of its bid or offer; or

7.3.8. Decertification of the certified VOSB/SDVOSB vendor.

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

- 7.5. Where Vendor has established the basis for the substitution to the Agency's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified VOSB/SDVOSB vendor. Documentation of a replacement certified VOSB/SDVOSB vendor, or of good faith efforts to replace the certified VOSB/SDVOSB vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non-certified VOSB/SDVOSB vendor or Vendor may perform the work.
- 7.6. If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the Agency to modify the Utilization Plan and must make good faith efforts to ensure that certified VOSB/SDVOSB vendors have a fair opportunity to submit a bid or offer on the new scope of work.
- 7.7. A new certified VOSB/SDVOSB vendor agreement must be executed and submitted to the Agency within five business days of Vendor's receipt of the Agency's approval for the substitution or other change.
- 7.8. Vendor shall maintain a record of all relevant data with respect to the utilization of certified VOSB/SDVOSB vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three years after the completion of the contract. Full access to these records shall be granted by Vendor upon 48 hours written demand by the Agency to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the certified VOSB/SDVOSB vendor and final payment to the certified VOSB/SDVOSB vendor by Vendor, but not later than 30 calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the certified VOSB/SDVOSB vendor under the contract.
- 7.9. The Agency will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the certified VOSB/SDVOSB vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- 7.10. The Agency reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

UTILIZATION PLAN

The Utilization Plan and Letter of Intent must be sealed and submitted separately.

IGOR The Watchdog Corp. (Vendor) submits the following Utilization Plan as part of our bid or offer in accordance with the requirements of the Veteran Small Business Program Status and Participation section of the solicitation for *18-0093 I-PASS Distribution and Back-End Support Services*, Illinois Procurement Bulletin Reference Number *19-5577HA-BUSSY-B-4599 N/A*. We understand that all subcontractors must be certified with the CMS Veteran Small Business Program at the time of submission of all bids/offers. **We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.**

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

Vendor submits the following statement:

- Vendor is a certified VOSB/SDVOSB and plans to fully meet the goal through self-performance.
- Vendor has identified certified VOSB/SDVOSB subcontractor(s) to fully meet the established goal and submits the attached completed Letter(s) of Intent; or
- Vendor has made good faith efforts towards meeting the entire goal, or a portion of the goal, and hereby requests a waiver (complete checklist below).

Vendor's person responsible for compliance:

Name: Renee Doyle

Title: President

Telephone: (708) 532-9100

Email rdoyle@igorthewatchdog.com

DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE GOAL AND REQUEST FOR WAIVER

If the Veteran Small Business participation goal was not achieved, the Good Faith Efforts Procedures and Guidelines outlined in Section 6 will be used to evaluate submitted utilization plans. Vendors providing Good Faith Effort documentation and request for waiver must complete and submit the Good Faith Effort Contact Log with the bid or offer. Failure to submit Good Faith Effort documentation in its entirety shall render Vendor's bid or offer non-responsive or not responsible and cause it to be rejected or render Vendor ineligible for contract award.

Below is a checklist of actions that will be used to evaluate a Vendor's Demonstration of Good Faith Efforts and Request for Waiver. **Please check the actions which you completed.** If any of the following actions are not completed, please attach a detailed written explanation indicating why such action was not completed. If any other efforts were made to obtain Veteran Small Business participation in addition to the items listed below, attach a detailed description of such efforts.

- Utilize the Sell2Illinois website: www2.illinois.gov/cms/business to identify certified VOSB/SDVOSB vendors within the respective commodity/service codes denoted above and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.

- Solicit through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of certified VOSB/SDVOSB vendors that have the capability to perform the work of the contract. Vendor must solicit this interest within sufficient time to allow the certified VOSB/SDVOSB vendors to respond to the solicitation. Vendor must determine with certainty if the certified VOSB/SDVOSB vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal. Vendor must provide interested certified VOSB/SDVOSB vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
- Select portions of the work to be performed by certified VOSB/SDVOSB vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate certified VOSB/SDVOSB vendor participation, even when Vendor might otherwise prefer to perform these work items with its own forces.
- Make a portion of the work available to certified VOSB/SDVOSB vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate certified VOSB/SDVOSB vendor participation.
- Negotiate in good faith with interested certified VOSB/SDVOSB vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of certified VOSB/SDVOSB vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for certified VOSB/SDVOSB vendors to perform the work. A Vendor using good business judgment may consider a number of factors in negotiating with certified VOSB/SDVOSB vendors and may take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using certified VOSB/SDVOSB vendors may not be in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from certified VOSB/SDVOSB vendors if the price difference is excessive or unreasonable.
- Thoroughly investigate the capabilities of certified VOSB/SDVOSB vendors and not reject them as unqualified without documented reasons. The certified VOSB/SDVOSB vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids and proposals in Vendor's efforts to meet the goal.
- Make efforts to assist interested certified VOSB/SDVOSB vendors in obtaining lines of credit or insurance as required by the Agency.
- Make efforts to assist interested certified VOSB/SDVOSB vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

GOOD FAITH EFFORTS CONTACT LOG

Use this Log to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of certified VOSB/SDVOSB vendors within the specific scope of work selected. **It is not necessary to show contacts with certified VOSB/SDVOSB vendors who are identified on the Letter(s) of Intent. Keep and submit copies of all emails sent and received from prospective vendors. Include a copy of the commodity list or scope of work you solicited prospective vendors to perform.** Duplicate this log as necessary; do not limit your contacts to the number of spaces shown.

Name of Certified VOSB/SDVOSB Vendor	Date	Method of Contact	Scope of Work Solicited	Reason Agreement Was Not Reached

LETTER OF INTENT
BUSINESS ENTERPRISE PROGRAM OR VETERAN SMALL BUSINESS

Instructions: The Prime Vendor is required to submit a separate, signed Letter of Intent (LOI) from each BEP/VSB certified vendor. **LOIs must be submitted with the bid/offer and must be signed by both parties.** The Prime Vendor shall not prohibit or otherwise limit the BEP/VSB certified vendor(s) from providing subcontractor quotes to other potential bidders/vendors. Each LOI must include the negotiated contract percentage, a detailed scope of work to be performed by each identified BEP/VSB certified vendor and the amount of the subcontract, if known. All LOI's shall be subject to Agency approval. Any changes involving or affecting the identified BEP/VSB certified vendor may not be permitted without written approval of the procuring Agency.

Project Name: I-PASS Distribution and Back-End Support Services Project/Solicitation Number: 19-557THABUSSYB4599

Name of Prime Vendor: IGOR The Watchdog Corp. BEP/VSB Compliance Contact: Renee Doyle

Address: 7650 Graphic Drive

City: Tinley Park State: Illinois Zip Code: 60477-6226

Telephone: (708) 532-9100 Fax: (708) 532-9252 Email: rdoyle@igorthewatchdog.com

Name of Certified BEP or VSB Vendor: PBM Group, LLC (D/B/A HLJ Companies)

Address: 164 Division Street STE 407 BEP/VSB Compliance Contact: Harold Johnson

City: Elgin State: Illinois Zip Code: 60120-5530

Telephone: (708) 320-0535 Fax: _____ Email: harold@hljcompanies.com

Type of agreement: Services Supplies Both Services/Supplies

Anticipated start date of the Certified BEP/VSB Vendor: 01/01/2020

Proposed 2 % of Contract to be performed by the BEP/VSB Vendor.

Proposed Subcontract Amount, if known \$ _____

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

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

IGOR

Signature

Print Name: Renee Doyle

Title: President

Date: 10/29/2019

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

Signature

Print Name: Harold Johnson

Title: President and CEO

Date: 10-20-19

STATE OF ILLINOIS
VETERAN SMALL BUSINESS PARTICIPATION AND
UTILIZATION PLAN

For State Agency/State University Use Only

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5. **Calculating Certified VOSB/SDVOSB Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all certified VOSB/SDVOSB vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by certified VOSB/SDVOSB vendors is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:
 - 5.1. The value of the work actually performed or goods/equipment provided by the certified VOSB/SDVOSB vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified VOSB/SDVOSB vendor, including supplies purchased or equipment leased by the certified VOSB/SDVOSB vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.
 - 5.2. A vendor shall count the portion of the total dollar value of the Veteran Small Business contract equal to the distinct, clearly defined portion of the work of the contract that the certified VOSB/SDVOSB vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other certified VOSB/SDVOSB vendor. Work performed by the non-certified VOSB/SDVOSB party shall not be counted toward the goal. **Work that a certified VOSB/SDVOSB vendor subcontracts to a non-certified VOSB/SDVOSB vendor will not count towards the goal.**
 - 5.3. A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a certified VOSB/SDVOSB vendor manufacturer, regular dealer, or supplier. A Vendor shall count toward the goal the following expenditures to certified VOSB/SDVOSB vendors that are not manufacturers, regular dealers, or suppliers:
 - 5.3.1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - 5.3.2. The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services. The certified VOSB/SDVOSB vendor's trucking firm

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

- 5.3.3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Agency to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 5.4. Certified VOSB/SDVOSB vendors who are performing on contract as second tier subcontractors may be counted in meeting the established Veteran Small Business goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.
- 5.5. A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.
 - 5.5.1. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The certified VOSB/SDVOSB vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the Agency shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 - 5.5.2. A certified VOSB/SDVOSB vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain certified VOSB/SDVOSB vendor participation. In determining whether a certified VOSB/SDVOSB vendor is such an extra participant, the Agency shall examine similar transactions, particularly those in which certified VOSB/SDVOSB vendors do not participate, and industry practices.
- 5.6. A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

Good Faith Effort Procedures: Vendor must submit a Utilization Plans and Letters of Intent that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must document and explain within the Utilization Plan the good faith efforts it undertook to meet the goal. Utilization Plans are due at the time of bid or offer submission. **Vendors will not be permitted to correct goal deficiencies after bid or offer due dates.** CMS or the State Agency, as its delegate, will consider the quality, quantity, and intensity of Vendor's efforts.

The Utilization Plan contains a checklist of actions that CMS or the State Agency, as its delegate, will consider as evidence of Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of CMS or the State Agency, as its delegate, may be relevant in appropriate cases.

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

6.2. If CMS or the State Agency, as its delegate, determines that Vendor has made good faith efforts to meet the goal, the Agency may award the contract provided that Vendor is otherwise eligible for award.

6.3. If CMS or the State Agency, as its delegate, determines that good faith efforts have not been met, the bid or offer may be determined to be non-responsible by the Chief Procurement Office.

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

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

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

7.3. Substitutions of a certified VOSB/SDVOSB vendor may be permitted under the following circumstances:

7.3.1. Unavailability after receipt of reasonable notice to proceed;

7.3.2. Failure of performance;

7.3.3. Financial incapacity;

7.3.4. Refusal by the certified VOSB/SDVOSB vendor to honor the bid or proposal price or scope;

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

7.3.6. Failure of the certified VOSB/SDVOSB vendor to meet insurance, licensing or bonding requirements;

7.3.7. The certified VOSB/SDVOSB vendor's withdrawal of its bid or offer; or

7.3.8. Decertification of the certified VOSB/SDVOSB vendor.

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

- 7.5. Where Vendor has established the basis for the substitution to the Agency's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified VOSB/SDVOSB vendor. Documentation of a replacement certified VOSB/SDVOSB vendor, or of good faith efforts to replace the certified VOSB/SDVOSB vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non-certified VOSB/SDVOSB vendor or Vendor may perform the work.
- 7.6. If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the Agency to modify the Utilization Plan and must make good faith efforts to ensure that certified VOSB/SDVOSB vendors have a fair opportunity to submit a bid or offer on the new scope of work.
- 7.7. A new certified VOSB/SDVOSB vendor agreement must be executed and submitted to the Agency within five business days of Vendor's receipt of the Agency's approval for the substitution or other change.
- 7.8. Vendor shall maintain a record of all relevant data with respect to the utilization of certified VOSB/SDVOSB vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three years after the completion of the contract. Full access to these records shall be granted by Vendor upon 48 hours written demand by the Agency to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the certified VOSB/SDVOSB vendor and final payment to the certified VOSB/SDVOSB vendor by Vendor, but not later than 30 calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the certified VOSB/SDVOSB vendor under the contract.
- 7.9. The Agency will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the certified VOSB/SDVOSB vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- 7.10. The Agency reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

UTILIZATION PLAN

The Utilization Plan and Letter of Intent must be sealed and submitted separately.

IGOR The Watchdog Corp. (Vendor) submits the following Utilization Plan as part of our bid or offer in accordance with the requirements of the Veteran Small Business Program Status and Participation section of the solicitation for *18-0093 I-PASS Distribution and Back-End Support Services*, Illinois Procurement Bulletin Reference Number *19-5577HA-BUSSY-B-4599 N/A*. We understand that all subcontractors must be certified with the CMS Veteran Small Business Program at the time of submission of all bids/offers. **We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.**

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

Vendor submits the following statement:

- Vendor is a certified VOSB/SDVOSB and plans to fully meet the goal through self-performance.
- Vendor has identified certified VOSB/SDVOSB subcontractor(s) to fully meet the established goal and submits the attached completed Letter(s) of Intent; or
- Vendor has made good faith efforts towards meeting the entire goal, or a portion of the goal, and hereby requests a waiver (complete checklist below).

Vendor's person responsible for compliance:

Name: Renee Doyle

Title: President

Telephone: (708) 532-9100

Email rdoyle@igorthewatchdog.com

DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE GOAL AND REQUEST FOR WAIVER

If the Veteran Small Business participation goal was not achieved, the Good Faith Efforts Procedures and Guidelines outlined in Section 6 will be used to evaluate submitted utilization plans. Vendors providing Good Faith Effort documentation and request for waiver must complete and submit the Good Faith Effort Contact Log with the bid or offer. Failure to submit Good Faith Effort documentation in its entirety shall render Vendor's bid or offer non-responsive or not responsible and cause it to be rejected or render Vendor ineligible for contract award.

Below is a checklist of actions that will be used to evaluate a Vendor's Demonstration of Good Faith Efforts and Request for Waiver. **Please check the actions which you completed.** If any of the following actions are not completed, please attach a detailed written explanation indicating why such action was not completed. If any other efforts were made to obtain Veteran Small Business participation in addition to the items listed below, attach a detailed description of such efforts.

- Utilize the Sell2Illinois website: www2.illinois.gov/cms/business to identify certified VOSB/SDVOSB vendors within the respective commodity/service codes denoted above and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.

- Solicit through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of certified VOSB/SDVOSB vendors that have the capability to perform the work of the contract. Vendor must solicit this interest within sufficient time to allow the certified VOSB/SDVOSB vendors to respond to the solicitation. Vendor must determine with certainty if the certified VOSB/SDVOSB vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal. Vendor must provide interested certified VOSB/SDVOSB vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
- Select portions of the work to be performed by certified VOSB/SDVOSB vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate certified VOSB/SDVOSB vendor participation, even when Vendor might otherwise prefer to perform these work items with its own forces.
- Make a portion of the work available to certified VOSB/SDVOSB vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate certified VOSB/SDVOSB vendor participation.
- Negotiate in good faith with interested certified VOSB/SDVOSB vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of certified VOSB/SDVOSB vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for certified VOSB/SDVOSB vendors to perform the work. A Vendor using good business judgment may consider a number of factors in negotiating with certified VOSB/SDVOSB vendors and may take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using certified VOSB/SDVOSB vendors may not be in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from certified VOSB/SDVOSB vendors if the price difference is excessive or unreasonable.
- Thoroughly investigate the capabilities of certified VOSB/SDVOSB vendors and not reject them as unqualified without documented reasons. The certified VOSB/SDVOSB vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids and proposals in Vendor's efforts to meet the goal.
- Make efforts to assist interested certified VOSB/SDVOSB vendors in obtaining lines of credit or insurance as required by the Agency.
- Make efforts to assist interested certified VOSB/SDVOSB vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

GOOD FAITH EFFORTS CONTACT LOG

Use this Log to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of certified VOSB/SDVOSB vendors within the specific scope of work selected. **It is not necessary to show contacts with certified VOSB/SDVOSB vendors who are identified on the Letter(s) of Intent. Keep and submit copies of all emails sent and received from prospective vendors. Include a copy of the commodity list or scope of work you solicited prospective vendors to perform.** Duplicate this log as necessary; do not limit your contacts to the number of spaces shown.

Name of Certified VOSB/SDVOSB Vendor	Date	Method of Contact	Scope of Work Solicited	Reason Agreement Was Not Reached