

RESOLUTION NO. 22218

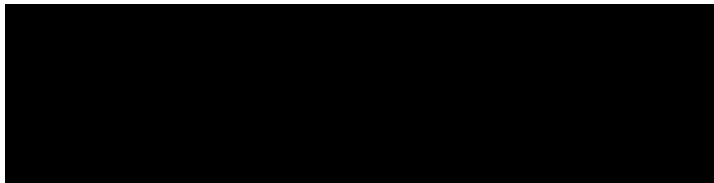
Background

The Illinois State Toll Highway Authority (“Tollway”) and the Illinois Department of Central Management Services (“CMS”) are interested in procuring a Business Enterprise Program (“BEP”) Availability and Disparity Study. Pursuant to the Specific State Joint Purchase Request for Proposal No. 21-416CMS-BEPX4-B-16727 solicited by CMS (the lead governmental entity) and the Tollway (the participant governmental entity), and upon evaluation by a selection committee, CMS has determined that Colette Holt & Associates provides the best overall value for a BEP Availability and Disparity Study for an upper limit of compensation not to exceed \$316,152.50 for the Tollway’s portion (Tollway Contract No. 21-0023). These goods and/or services are being obtained pursuant to the Governmental Joint Purchasing Act 30 ILCS 525/.01, *et seq.*

Resolution

Utilization of the Specific State Joint Purchase Contract for the purchase of a BEP Availability and Disparity Study from Colette Holt & Associates is approved in an amount not to exceed \$316,152.50. The Chairman and 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 Contract Services 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:



Chairman



STATE OF ILLINOIS

CONTRACT

Illinois Tollway

BEP Availability and Disparity Study

21-0023

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
3. TERM AND TERMINATION
4. STANDARD BUSINESS TERMS AND CONDITIONS
5. SUPPLEMENTAL PROVISIONS
6. FORMS B
7. PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)

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
 BEP Availability and Disparity Study
 21-0023

VENDOR

| | |
|--|--|
| Vendor Name: Colette Holt & Associates | Address: 16 Carriage Hills, San Antonio, Texas 78257 |
| Signature: [Redacted] | Phone: 773.255.6844 |
| Printed Name: Colette Holt | Fax: 855.692.3529 |
| Title: Project Manager/Legal Counsel | Email: colette.holt@mwbelaw.com |
| Date: May 12, 2021 | |

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] | 06/25/2021 |
| Printed Name: Willard S. Evans, Jr. | |
| Official's Title: Chairman and Chief Executive Officer | |
| Official Signature: [Redacted] <small>Jose Alvarez (May 17, 2021 14:49 CDT)</small> | Date: 05/17/2021 |
| Printed Name: José R. Alvarez | |
| Official's Title: Executive Director | |
| Approved as to Form and Constitutionality Legal Signature: [Redacted] | Date: 05/14/2021 |
| Legal Printed Name: Lisa Conforti | |
| Legal's Title: Assistant Attorney General, State of Illinois | |
| Finance Signature: [Redacted] <small>Cathy R Williams (May 17, 2021 08:14 CDT)</small> | Date: 05/17/2021 |
| Finance Printed Name: Cathy R. Williams | |
| Finance's Title: Chief Financial Officer | |
| Legal Signature: [Redacted] <small>Kathleen R. Pasulka-Brown (May 14, 2021 11:35 CDT)</small> | Date: 05/14/2021 |
| Legal Printed Name: Kathleen R. Pasulka-Brown | |
| Legal's Title: General Counsel | |


STATE OF ILLINOIS

CONTRACT

Illinois Tollway

BEP Availability and Disparity Study

21-0023

| | |
|---|------------------|
| Procurement Signature:  <small>Eric Occomy (May 17, 2021 10:01 CDT)</small> | Date: 05/17/2021 |
| Procurement Printed Name: Eric Occomy | |
| Procurement's Title: Chief of Contract Services | |

AGENCY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

- Agency Reference #: R-79007
- Project Title: BEP Availability and Disparity Study
- Contract #:
- Procurement Method (IFB, RFP, Small Purchase, etc.): RFP

BB Reference #: 21-416CMS-BEPX4-B-16727 technical

21-416CMS-BOSS4-B-16728 pricing

- BB Publication Date: 10.21.2020
- 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:

For purposes of the Illinois State Toll Highway's ("Illinois Tollway", "State", or "Agency") goods and services procurement, the Vendor shall conduct a complete, comprehensive, and legally supportable availability and disparity study that is consistent with Constitutional mandates, governing law, and best practices pertaining to Minority Business Enterprise (MBE), Persons with Disability Business Enterprise (PBE), Service Disabled Veteran Owned Small Business (SDVOSB), Veteran Owned Small Business (VOSB), Women Business Enterprise (WBE), Women/Minority Business Enterprise (WMBE), and Disadvantaged Business Enterprise (DBE) participation. MBEs, WBEs, and PBEs certified by the Department of Central Management Services Business Enterprise Program may collectively be referred to as "BEPs".

The Vendor shall: (i) determine the availability of ready, willing, able and qualified firms for participation in non-construction goods and services; (ii) determine if disparity exists; (iii) if so, determine why the disparity exists and what solutions or remedies could be implemented, specifically evaluating narrowly-tailored race and gender conscious programs; and (iv) develop a model for social scientific disparity study sourcing for local governmental units to adapt and implement to address regional disparities in public procurement.

The Vendor will be solely responsible for defining, researching, compiling, and analyzing all data required to conduct the availability and disparity studies using statistically valid methodology.

The availability and disparity study must provide the factual basis that is required by the United States Supreme Court in City of Richmond v. J.A. Corson Co., 488 U.S. 469 (1989) and Adarand Constructors, Inc. v. Peña, 63 LW 4523 (1995) as a precondition to establishment by state and local government of affirmative action programs.

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.

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

1.2 METHODOLOGY

The following is provided as a minimum methodology framework. To be clear, the below is intended to serve as a guide and is not intended to be a complete list of all the work necessary to complete the availability and disparity study. Vendor will utilize experience and expertise to produce a legally sustainable study. Vendor must have a quality assurance plan detailing the methodology used and efforts to ensure that data was accurate and appropriately used.

1.2.1 Review the Illinois Tollway's Current and Past Practices

1.2.1.1. Vendor will conduct a thorough review of the BEP Program, which will include, but not be limited to an examination of relevant Program documents; outreach efforts; contract award, evaluation and performance policies, including goal setting, evaluation of whether a bidder has made good faith efforts to meet contract goals and if the proposed certified firm will be performing a commercially useful function; contract performance monitoring; and supportive services and technical assistance programs.

- 1.2.1.2. Vendor will survey and interview business owners and stakeholders about barriers to DBEs' and BEP firms' participation in both Agency jobs and in the private sector, as well as the Agencies' contracting and procurement policies and procedures.
 - 1.2.1.3. Vendor will interview the appropriate Agency staff with responsibility for making decisions regarding possible barriers faced by DBEs and BEP firms to Agency contracting opportunities.
 - 1.2.1.4. Vendor will identify the current Program's strengths and weaknesses as well as areas for improvement. A summary of the results will include identification of any discriminatory practices that may have hindered or impeded the ability of DBEs/BEPs to obtain prime contracts.
- 1.2.2. Legal Review & Analysis
- 1.2.2.1 Provide legal standards that form the governing principles of the study methodology.
 - 1.2.2.2 Describe the current constitutional standards and case law that govern race- and gender-conscious public purchasing programs, with an emphasis on Seventh Circuit decisions.
 - 1.2.2.3 Explain research methodologies that guide the overall conduct and specific elements of the study.
- 1.2.3 Outreach & Anecdotal Evidence
- 1.2.3.1. Vendor will elicit and analyze high quality anecdotal data.
 - 1.2.3.1.1. Vendor will conduct one virtual public hearing.
 - 1.2.3.1.2. Vendor will design and administer an electronic survey of firms. The survey will collect information about anecdotal experiences in conducting business in the marketplace and with the Illinois Tollway, and will be used to collect firm information and firm owner demographics, work work profile details and capabilities, experiences with performing work privately and for the Illinois Tollway, and detailed information about experiences with bias, discrimination or race- or gender-based barriers in the marketplace. The survey will use both close-ended and open-ended questions. The survey will remain open for at least eight weeks unless the parties agree to a different period of time.
 - 1.2.3.1.3. Vendor will invite business owners and stakeholders to participate in small group interview sessions. Sessions will be divided into DBEs and BEP firms and non-DBEs and BEP firms, and further divided by industry (equipment and commodities; healthcare; general services, facility related and IT/telecom).
 - 1.2.3.2 Vendor will develop and maintain a public study website to provide information in an accessible and easy to understand format and to gather comments from business owners and stakeholders. The website will be updated throughout the study. Website will have the agencies' logos on the home page, along with one or more photo images provided by the Agency.

- 1.2.3.3 Vendor will perform extensive outreach to invite firms, industry trade groups, community organizations and other interested stakeholders and business owners to encourage participation in the public hearing, electronic survey and interview sessions.
- 1.2.3.4. To the extent that there are any complaints that have been filed with the State of discrimination against DBEs or BEP firms, Vendor will review for inclusion in the anecdotal findings.
- 1.2.3.5 Vendor will examine factors affecting the utilization of DBEs and BEP firms on Illinois Tollway contracts as well as any specific instances of discrimination or discriminatory barriers.
- 1.2.3.6 Vendor will develop and implement protocols for community engagement and anecdotal data collection that strictly adheres to guidelines regarding interaction during the COVID-19 pandemic.

1.2.4. Availability Analysis

1.2.4.1 Vendor will calculate an overall estimate of the number of available ready, willing and able DBEs and BEP firms in the Illinois Tollway's market area as a percentage of all dollars spent with the total universe of firms. The methodology for conducting an availability analysis must determine the availability of qualified and willing firms to provide each of the contract categories: equipment, commodities, healthcare, general services, facility related and IT/Telecom.

1.2.4.1.1 The availability figures will be sub-divided by race, ethnicity, and gender and by industry category.

1.2.4.1.2 The availability estimates will include certified DBEs and BEP firms and non-certified firms owned by minorities or women.

1.2.4.2 Vendor will develop a Master Business List by compiling data sets from the firms in the DBE and BEP Master Directories, the firms contained in the Contract Data File, and the firms extracted from the BidBuy database, and potential additional directories such as the Illinois Procurement Gateway.

1.2.4.2.1 Vendor will acquire all available government directories of minority-, women-, disadvantaged, veteran and disabled-owned firms as well as listings from private entities that maintain such listing. After these records are acquired, a final list will be prepared of all the combined directories that consolidates information across fields, resolves field conflicts and removes duplicates. Firms will be limited to those within the State's geographic and product market. The final report will list each directory.

1.2.4.2.2. Vendor will use the Final Contract Data File and compile a list of firms that received contracts from the Agency.

1.2.4.2.3 Vendor will utilize the relevant geographic and product market definitions identified to define a subset of business data to be used from BidBuy.

- 1.2.4.3 The estimation of unweighted availability will use the Merged Business List of the available universe of relevant firms.
 - 1.2.4.3.1 Any firms not already classified will be assigned race and sex.
 - 1.2.4.3.2 Produce any estimated of woman and minority business availability in the Illinois Tollway's markets for each NIGP Code in the Illinois Tollway's product market.
 - 1.2.4.3.3 Produce estimates for woman and minority business availability for all NIGP Codes combined.
 - 1.2.4.3.4 Produce estimates for the broad industry categories of non-construction goods and services.
 - 1.2.4.3.5 To the extent complete and accurate data are available, calculate availability for veteran-owned firms and firms owned by persons with disabilities.
 - 1.2.4.3.6 Detailed results will be the basis for the proposed contract specific goal setting methodology.
- 1.2.4.4 Estimation of weighted availability will be done by using the weights from the utilization analysis, and adjusting the unweighted availability for the share of the Illinois Tollway's spending in each NIGP Code. The unweighted availability determination will be weighted by the share of dollars the Illinois Tollway actually spend in each NIGP Code, derived from the utilization analysis. These resulting weighted availability estimates will be used in the calculation of disparity indices.
- 1.2.4.5 Capacity variables where barriers to full and fair opportunities to compete will be examined at the economy-wide level of business formation and earnings. These factors should be explored during anecdotal data collection.
- 1.2.4.6 The State will receive a detailed list of those firms included in the availability analysis. The data will have the capability to be filtered, sorted, exported to generate reports and visualization. This database will include, name of the firm, contact information, primary NIGP Code, firm owner's race/ethnicity and gender, contract category, source from which the firm was identified and any other demographic information used for analysis.

1.2.5 Utilization Analysis

- 1.2.5.1 Vendor will analyze the State's utilization of DBEs and BEP firms on goods and services contracts awarded (\$100,000 and above) between the State's fiscal years 2012 and 2019. Vendor will take the following steps to determine Agency Utilization.
 - 1.2.5.1.1 Initial Contract Data files
 - a. Vendor will collect contract data through the receipt of the Illinois Tollway's contract records.

b. Vendor will provide detailed instructions and formatted spreadsheet on which the Illinois Tollway will submit the basic information necessary to begin the study analysis.

c. Vendor will apply the Census Bureau's 6-digit North American Industry classification System (NAICS) codes and cross walk to the Illinois Tollway's use of NIGP Codes.

1.2.5.1.2. Develop Samples

a. Vendor will develop statistically valid samples from the Initial Contract Data File, depending upon the number of contracts. The Sample Contract Data File will be constructed using appropriate contract to ensure that the study is legally defensible.

A widely accepted confidence level is 95 percent; Vendor must be at least 95 percent confident that the sample is representative of the universe.

A margin of error of no more than 5 percent will be used.

1.2.5.1.3 Final Contract Data File

a. Vendor will contact prime contractor in the universe of contracts or a sample of the universe, and obtain additional missing information to include on any subconsultant utilized on a contract.

b. Vendor's dedicated data collection team will perform follow-up with all prime contractors and assign missing NIGP Codes, race and gender to the prime contractor or subcontractor.

c. Vendor will research whether a firm with an address not within the Illinois area has a local office.

d. Follow-up will continue until all necessary data for at least 80 percent of the contract dollars in the Contract Data Files have been collected.

1.2.5.1.4 Geographic and Product Markets

a. Vendor will define the relevant geographic market for assessing the availability of DBE and BEP contractors and subcontractors ready willing and able to participate in Illinois Tollway contracts, beginning with the Final Contract Data File.

b. Vendor will identify where businesses who received Illinois Tollway's contracts are located and identify the contiguous political jurisdictions that capture at least 75 percent of the dollars.

c. The resulting Files will be used to calculate the Illinois Tollway's utilization of DBEs and BEP firms in the market areas as a percentage of all firms by each racial or ethnic group and white women for the detailed industry codes, combined and disaggregated and by broad industry categories.

d. Vendor will examine the utilization results for any over-concentration or under-concentration of minority and woman businesses in specific contract categories.

e. Vendor will provide a list of contractors and subcontractors included in the result. The Illinois Tollway will be able to filter, sort and export data and generate reports and visualizations. The database will include the name of the prime contractor or subcontractor, the contract number, the contract name, the awarded value of the contract, including amendments and change orders, the award date, the primary NIGP Code, the firm owner's race/ethnicity and gender, determination of the contract category, the total payment made to the prime contractor and any other information upon which utilization analysis was done.

1.2.6 Econometric Analysis

- 1.2.6.1 To produce the econometric analysis, Vendor will examine the American Community Survey (ACS) and the Annual Survey of Businesses (ABS) by using approved statistical techniques, broken out by market sections.
- 1.2.6.2 Vendor will evaluate potential disparities in economic outcomes on the basis of race and gender by using ordinary least squares and probit regression techniques to analyze the most recent ACS data for the Illinois area. Determine if minorities and women have different economic outcomes compared to non-minority men along business formation rates, the probability of forming a business, business incomes and wage earnings.
- 1.2.6.3 Vendor will determine whether there are disparate economic outcomes through ABS data which presents information on the number, sales, employment and payrolls of businesses owned by women and members of racial and ethnic minority groups. Firms will be limited to those in the State of Illinois.
- 1.2.6.4 The six key variables use in the analysis should include the number of all firms, the sales and receipts of al firms, the number of firms with employee (employer firms), the sales and receipts of all employer firms, the number of paid employees, and the annual payroll of employer firms.
- 1.2.6.5 Vendor will examine the data by calculating the minority- and women-owned business share of each variable and calculate three disparity ratios for each grouping of minority- and woman-owned businesses and for the grouping of firms that are not non-white or white woman-owned.
- 1.2.6.5.1 Ratio of sales and receipts share for all firms over the share of total number of all firms;
- 1.2.6.5.2 Ratio of sales and receipts share for employer firms over the share of total number of employer firms;
- 1.2.6.5.3 Ratio of annual payroll share over the share of total number of employer firms.
- 1.2.6.6 Vendor will test disparate impact and disparate treatment comparisons for statistical significance for those cases where data have not been suppressed and where standard errors have been published.

1.2.7 Disparity Analysis

- 1.2.7.1 Vendor will apply accepted statistical tests to measure the amount of any disparities between the State's utilization of DBEs and BEP firms and their availability in the market areas.
- 1.2.7.2 Calculate a disparity index using well accepted statistical principles.
- 1.2.7.3 Produce statistical comparisons of availability with the utilization of DBE and BEP firms on the Agencies' contracts for the study period produce disparity indices for all race, sex and detailed industry categories and apply statistical and substantive significance tests to the extent permitted by the sample sizes.
- 1.2.7.4 Separate disparity indices will be calculated in the aggregate and separately for each contract dollar value range; for each racial/ethnic group and by gender; and by contracting category.
- 1.2.7.5 Include the dollar value of the utilization, the percentage of utilization, the determined percentage of availability, the expected dollar value of utilization based on availability and any disparities between the expected utilization and the actual utilization.
- 1.2.7.6. If a disparity exists, Vendor will assess the extent and possible cause of the disparity, including being a result of active or passive participation against DBE/BEPs.

1.3 REPORTING RESULTS:

- 1.3.1 All quantitative and qualitative data and other research results will be compiled, reviewed and analyzed.
- 1.3.2 A Draft Disparity Study Report will be delivered to the State with all findings and recommendations.
- 1.3.3 The Vendor will incorporate all State feedback and produce the Final Disparity Study Report to the State.
- 1.3.4 The Vendor will coordinate with the State to present the study findings as directed by the State; presentation may include a PowerPoint delivered by the Vendor.

1.4 RECOMMENDATIONS:

- 1.4.1 Vendor will make comprehensive recommendations to the Illinois Tollway to address the barriers identified in the Report so that all firms have fair adequate opportunities to participate on Illinois Tollway projects. May include possible revisions to all aspects of the DBE/BEP programs to ensure outreach, effectiveness and compliance with relevant laws based on analyses of the strengths and weaknesses of the program.
- 1.4.2 The recommendations will address whether there are disparities between the Illinois Tollway's utilization of DBEs and BEP firms and the availability of these firms and if so, what race- and gender-conscious remedies are supportable.

1.4.3 Vendor will suggest enhancements to current policies and the BEP program, including affective race-and gender-neutral measures, to ensure full and fair opportunities for all firms to participate in the State’s prime contracts and associated subcontracts.

1.5 Intentionally deleted

1.6 CONSULTING SERVICES:

1.6.1 After completion and acceptance of the Availability and Disparity Study and all requirements related thereto, the Illinois Tollway may request disparity study consulting services on an as needed and if needed basis.

1.6.2 Intentionally deleted

1.6.3 The scheduling of any such disparity study consulting services shall be mutually agreed between the Vendor and the Illinois Tollway at the time of request. Disparity study consulting services should use the technology available first and foremost (tele- or videoconference, webinars, Microsoft Teams, etc.). Expenses for technology are not allowed.

1.6.4 Consulting services will be reimbursed at an hourly rate as specified in the Pricing section of the resulting contract.

1.6.5 Travel expenses per Section 2 will be reimbursed when in-person disparity study consulting services is deemed required (i.e. testimony) and alternate technology methods cannot be utilized.

1.6.6 Detailed invoices shall be provided with time sheets, activities performed and any applicable travel receipts and itemized travel expenses for actual allowable costs.

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.

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

1.7 MILESTONES AND DELIVERABLES:

1.7.1 Vendor must conduct complete a comprehensive and legally supportable availability and disparity studies consistent with the criteria in this Contract, Constitutional mandates, governing law, and DBE/BEP best practices.

1.7.2 Anticipated Timeline Master Project Plan

| TASK | MAY | JUN | JUL | AUG | SEPT | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL |
|--|-----|-----|-----|-----|------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Conduct study elements review and data collection; telephone conferences | | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Review case law and perform legal analysis | | | | | | | | | | | | | | | |
| Develop, update and maintain dedicated Study website | | | | | | | | | | | | | | | |
| Perform directory collection and create Master DBE/BEP Directory | | | | | | | | | | | | | | | |
| Request and receive BEP program and policy documents | | | | | | | | | | | | | | | |
| Review of BEP Program | | | | | | | | | | | | | | | |
| Conduct Tollway staff interviews | | | | | | | | | | | | | | | |
| Receive Tollway contract data file | | | | | | | | | | | | | | | |
| Assess data in file and clarify as needed | | | | | | | | | | | | | | | |
| Create sample contract data file (if needed) | | | | | | | | | | | | | | | |
| Collect missing information from prime contractors; prepare final contract data file | | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | | |
|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Perform Availability review and analyses | | | | | | | | | | | | | | | |
| Perform Utilization review and analyses | | | | | | | | | | | | | | | |
| Perform Econometric analyses | | | | | | | | | | | | | | | |
| Perform Disparity analyses | | | | | | | | | | | | | | | |
| Perform community outreach | | | | | | | | | | | | | | | |
| Conduct public hearing | | | | | | | | | | | | | | | |
| Conduct business owner electronic survey | | | | | | | | | | | | | | | |
| Conduct small group business owner/stakeholder interview sessions | | | | | | | | | | | | | | | |
| Provide monthly progress reports and conduct status phone meetings | | | | | | | | | | | | | | | |
| Submit draft Study report | | | | | | | | | | | | | | | |
| Submit final Study report | | | | | | | | | | | | | | | |

| | | | | | | | | | | | | | | |
|---|--|--|--|--|--|--|--|--|--|--|--|--|--|--|
| Present final Study report as directed by the State | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |

1.7.3 Monthly status report may include, but not be limited to:

- specific activities completed
- description of tools being used
- ongoing analysis
- completed questions and response log after section review
- dates and summary of meetings with Illinois Tollway personnel
- challenges, obstacles and resolutions
- provide records of performance
- update of work plan

1.7.4 Preliminary report with rational and supporting evidence inclusive of, but not limited to:

1.7.4.1 Highly detailed availability analysis

1.7.4.2 Utilization assessment

1.7.4.3 Econometric analysis of availability versus utilization of DBE/BEP in procurement

1.7.4.4 Disparity Study

1.7.4.5 Weighted availability charts for DBE/BEP goal setting utilizing the National Institute of Governmental Purchasing (NIGP) Codes and the North American Industry Classification System (NAICS) 6-digit codes.

1.7.4.6 Findings, recommendations, and implementations of best practices.

The preliminary report must be approved by the Illinois Tollway prior to submitting the final report.

1.7.5 The Vendor shall provide a written final Availability and Disparity Study report including an Executive Summary to the State by December 31, 2022, which includes all methodology, findings, recommendations, spreadsheets, etc., in both hard copy and electronic format. The report shall address, among other things, the availability of DBE/BEP firms, categorized by type of work as defined by the National Institute of Governmental Purchasing (NIGP) Codes, to participate on State prime contracts and subcontracts.

1.8 VENDOR / STAFF SPECIFICATIONS:

1.8.1 All members of the study team will have extensive experience working together on disparity studies and developing programs.

1.8.2 Replacement of a team member will require notification of the Illinois Tollway project manager in writing in advance and provide a resume detailing the proposed replacement team member’s credential for approval. Replacement will have at minimum the same or higher degree of qualifications required for the title.

1.9 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.

1.9.1 Will subcontractors be utilized? Yes No

- Subcontractor Name: Sandi Liano & Associates

Estimated Amount to be paid: \$ (12%/ \$28,218)

Address: 460 Eagle Drive, Suite 202, Elk Grove, IL 60007

Description of work: Anecdotal data collection and community outreach.

- Subcontractor Name: L. Binder Incorporated

Estimated Amount to be paid: \$ (23% /\$54,086)

Address: 21331 Westminster Ln, Shorewood, IL 60431

Description of work: Contract data collection and anecdotal data.

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

1.9.3 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.

1.9.4 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.

1.9.5 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).

1.10 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.

1.11 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: Click here to enter text
Value of services performed at this location: Click here to enter text
- Location where services will be performed: Click here to enter text
Value of services performed at this location: Click here to enter text

| Location | Percentage |
|--------------------------|------------|
| San Antonio, Texas | 27% |
| Elk Grove, Illinois | 12% |
| Shorewood, Illinois | 23% |
| Oakland, California | 29% |
| San Jose, California | 6% |
| Downington, Pennsylvania | 3% |

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 \$307,152.50. This value is approved by the Illinois Tollway’s Board of Directors and may be modified pursuant to Illinois Tollway Board approval as provided by written resolution or otherwise in accordance with authority delegated by the Board.

2.2 EXPENSES ALLOWED: Expenses are allowed as follows:

2.2.1 Mileage for travel using a privately-owned vehicle will be at the current mileage rate according to the U.S. General Services Administration.

<https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates>

2.2.2 Lodging for necessary overnight stays will be at the actual lodging expense incurred subject to the maximum amount specified as the current per diem rate according to the U.S. General Services Administration.

https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems_report&state=IL&fiscal_year=2020&zip=&city=

2.2.3 Meals are reimbursed for the actual costs of meals subject to the most current maximum meal per diem within the State of Illinois.

<https://www2.illinois.gov/cms/Employees/travel/Pages/TravelReimbursement.aspx>

2.2.4 Other miscellaneous travel expenses (i.e. airline fees) will be reimbursed the actual amount, provided that the State approves the possibility for and estimates of such expenses in advance and that the actual expenses incurred are reasonable and necessary.

2.3 DISCOUNT: The State may receive a N/A % 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: \$307,152.50

| <u>Position/Title</u> | <u>Role</u> | <u>Hourly Rate</u> | <u>Estimated Total Hours</u> | <u>Total Price</u> |
|---|--|--------------------|------------------------------|--------------------|
| Project Manager/Legal Counsel | Oversee all disparity study elements and conduct legal research | \$400.00 | 128.5 | \$51,400.00 |
| Economist & Statistician | Perform all statistical analyses | \$350.00 | 81 | \$28,350.00 |
| Chief Operating Officer/Assistant Project Manager | Oversee all daily study activities. Coordinate all team assignments and scheduling | \$200.00 | 62 | \$12,400.00 |

| | | | | |
|--|---|----------|-------|-------------|
| Chief Technology Officer/Quantitative Data Lead | Oversee all quantitative data collection elements for the disparity study | \$200.00 | 128 | \$25,600.00 |
| Manager Qualitative Data Collection | Manage all subcontractors and all aspects of anecdotal data collection | \$150.00 | 100 | \$15,000.00 |
| Contract Data Collection Manager | Manage data collection follow up team. Ensure complete follow up with prime contractors | \$125.00 | 55 | \$6,875.00 |
| Senior Data Research Specialist | Research data requirements needed to complete final contract data files | \$80.00 | 120 | \$9,600.00 |
| Subconsultant 1 | Assist with anecdotal data collection | \$160.00 | 126.5 | \$20,240.00 |
| Subconsultant 2 | Assist with contract and anecdotal data collection | \$75.00 | 542.5 | \$40,687.50 |
| Subconsultant 3 | Assist with anecdotal data collection | \$200.00 | 125 | \$25,000.00 |
| Availability and Disparity Study Services TOTAL: \$235,152.50 | | | | |

2.4.3 Disparity Study Consulting Services Hourly Rate \$ 400.00

| | Estimated Hours | Rate | Total Price |
|-------------------------|-----------------|----------|-------------|
| Consulting Hours | 180 | \$400.00 | \$72,000.00 |

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: Rate shall remain the same as initial ter..

2.4.2.2 Vendor's Price for Renewal(s): See above Section 2.4.2.1

2.5 MAXIMUM AMOUNT: Vendor's compensation for (services) under this Contract shall not exceed \$368,583.00 during the initial term without a formal amendment.

3. TERM AND TERMINATION

CH 3.1 **TERM OF THIS CONTRACT:** This contract has an initial term of three (3) years commencing upon May 15, 2021 or upon the last dated signature of the parties, whichever is later.

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 zero (0) months 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: | Procurement |
| Address: | P.O.Box 3094 |
| City, State Zip: | Lisle, Illinois 60532-8094 |
| Email: | FinanceInvoices@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 Illinois Tollway 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 Illinois Tollway, 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: 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.

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.

The Illinois Tollway 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.

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

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 Request for Proposals (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. Request for Proposals (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 Illinois 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 Illinois 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 Illinois 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 Illinois 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 Illinois 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 Illinois Tollway/Buyer may require;

- 5.3.7.2 Immediately cease using and return to the Illinois 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 Illinois 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 Illinois 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 Illinois Tollway/Buyer any payments made by the Illinois 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 Illinois Tollway/Buyer.

5.5 VENUE AND ILLINOIS LAW:

Any claim against the Illinois 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 Tollway.
- 5.5.2 The State Prompt Payment Act (30 ILCS 40) does not apply to the Illinois Tollway. Therefore, the first two sentences of paragraph 4.1.1 are inapplicable to this contract.
- 5.5.3. The Illinois 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 ILLINOIS 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 Illinois 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

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

Procurement/Contract #: 21-0023

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 a valid IPG Registration Number that is active and not expired.

If a vendor does not have a valid IPG 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 a valid Illinois Procurement Gateway (IPG) registration. The State of Illinois Chief Procurement Office approved the registration and provided the IPG registration number and expiration date disclosed in this Forms B.

To ensure that you have a valid 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 a valid IPG registration.

IPG Registration #: 20119121 IPG Expiration Date: 11/6/21

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.

| Name | Address | Relationship to Disclosing Entity |
|---|---|---|
| Click here to enter text. | Click here to enter text. | Click here to enter text. |
| | | |

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

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.

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

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 Tollway | Illinois Tollway Availability and Disparity Study | Waiting for executed contract | \$372,800 | 20-0023 |
| State of Illinois Department of Central Management Services | BEP Availability and Disparity Study | Study in process | Not to exceed \$557,370.00 | 21-416CMS-BEPX4-P-23450 |

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: Colette Holt & Associates

Phone: 773-255-6844

Street Address: 16 Carriage Hills

Email: Colette.holt@mwbelaw.com

City, State, Zip: San Antonio TX 78257

Vendor Contact: Colette Holt

Signature: _____

Date: May 12, 2021

Printed Name: Colette Holt

Title: Owner

THA - Toll Highway Authority

Purchase Order

| |
|---|
| Purchase Order Number 21-557THA-PROCU-P-26628 Master Contract? N Contract/Ob #: |
|---|

| | |
|--------|--|
| VENDOR | Vendor Number: V00016591 Colette Holt & Associates 3350 Brunell Drive Oakland, CA 94602 ilene.grossman@mwbelaw.com (510) 290-5699 |
|--------|--|

| | |
|---------|--|
| 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.: N/A Contract Begin Date: 06/25/2021 Contract End Date: 04/21/2024 | Freight Terms: Payment Terms: NA Delivery Calendar Day(s) A.R.O.: 0 |
|--|---|

| Item # 1 Class-Item 918-76 CMS/Tollway Joint Purchase of BEP Availability and Disparity Study (reference BidBuy Bid #21-416CMS-BEPX4-B-16727) for a 36 month period. | | | | | | | | |
|--|---------------|-----|------------|----------------|----------|------------|---------|---------------|
| Quantity | Unit Price | UOM | Discount % | Total Discount | Tax Rate | Tax Amount | Freight | Total Cost |
| 1.00 | \$ 307,152.50 | EA | 0.00 % | \$ 0.00 | | \$ 0.00 | \$ 0.00 | \$ 307,152.50 |

TAX: \$ 0.00
 FREIGHT: \$ 0.00
TOTAL: \$ 307,152.50

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: _____

APPROVED

By: Desiree Liberti

Phone#: (630) 241-6800

BUYER

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: Eric Occomy

Title: Chief of Contract Services

Date: 06/25/2021

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: _____

Publication Date: _____ Financing Needed: _____

IPG Cert/Disclosure Yes _____ No _____

Signature:


Eric Ocomy (Jun 25, 2021 16:18 CDT)

Email: EOcomy@getipass.com

Informational Items

September 2021

Requesting Department: Diversity and Strategic Development
Description: Amendment to Contract 20-0023 for an Illinois Tollway Availability and Disparity Study (no increase; current value is \$372,800.00).
Awarded to: Colette Holt & Associates
Amount: \$0.00
Procurement Method: ISTHA Request for Proposal

Requesting Department: Diversity and Strategic Development
Description: Amendment to Contract 21-0023 for a Business Enterprise Program ("BEP") Availability and Disparity Study (no increase; current value is \$316,152.50).
Awarded to: Colette Holt & Associates
Amount: \$0.00
Procurement Method: CMS Joint Purchase

Requesting Department: Facilities and Fleet / Building Maintenance
Description: Correction to Contract 15-0091 for MRO Catalog Products for a four-month period (no increase; current value is \$2,860,000.00). This went to the June 2021 Board Mtg. with a term of three months; CMS then extended their contract again.
Awarded to: W.W. Grainger, Inc.
Amount: \$0.00
Procurement Method: Order Against Master Contract


Requesting Department: Facilities and Fleet / Building Maintenance
Description: Renewal of Contract 15-0162R for Forklift Truck Safety Inspections and Repairs for a one-year period (no increase; current value is \$46,352.94).
Awarded to: Crown Equipment Corporation (d.b.a. Crown Lift Trucks)
Amount: \$0.00
Procurement Method: ISTHA Small Purchase

STATE OF ILLINOIS CONTRACT AMENDMENT


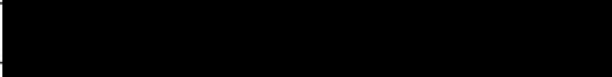
The undersigned Agency and Vendor, Colette Holt & Associates, (the Parties) agree that the following shall amend the Contract referenced herein. All terms and conditions set forth in the original Contract, not amended herein, shall remain in full force and effect as written. In the event of conflict, the terms of this Amendment shall prevail.

IN WITNESS WHEREOF, the Agency and the Vendor cause this Amendment to be executed on the dates shown below by representatives authorized to bind the respective PARTIES.

VENDOR

| | |
|--|---|
| Vendor Name: Colette Holt & Associates | Address: 16 Carriage Hills, San Antonio, TX 78257 |
| Signature:  | Phone: 773-255-6844 |
| Printed Name: Colette Holt <i>Colette Holt</i> | Fax: 855-692-3529 |
| Title: Owner <i>owner</i> | Email: Colette.holt@mwbelaw.com |
| Date: <i>8/25/21</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 | |
| Approved as to Form and Constitutionality | |
| Legal Signature:  | Date: 09/03/2021 |
| Legal Printed Name: Lisa M. Conforti | |
| Legal's Title: Assistant Attorney General, State of Illinois | |
| Official Signature:  | 09/03/2021 |
| Printed Name: José R. Alvarez | Procurement Printed Name: Eric Occomy |
| Official's Title: Executive Director | Procurement's Title: Chief of Contract Services |

STATE USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

PBC# 21-557THA-PROCU-R-79007 Project Title: CO CMS/Tollway Joint Purchase - BEP Availability and Disparity Study

Contract # 21-0023 // 21-557THA-PROCU-P-26628 Procurement Method (IFB, RFP, Small, etc): RFP

IPB Ref. # 21-416CMS-BEPX4-B-16727 IPB Publication Date: Award Code: B

Subcontractor Utilization? Yes No Subcontractor Disclosure? Yes No

Funding Source Obligation #

CPO 33 – General Counsel Approval:

Signature Printed Name Date

1. CONTRACT DESCRIPTION (including Original Purchase Order or Contract Number): 21-557THA-PROCU-P-26628 provides for professional services of Colette Holt & Associates to conduct a complete, comprehensive and legally supportable availability and disparity study that is consistent with Constitutional mandates, governing law and best practices pertaining to Minority Business Enterprise, Persons with Disability Business Enterprise, Service Disabled Veteran Owned Small Business, Veteran Owned Small Business, Women Business Enterprise, and Women/Minority Business Enterprise participation.

2. CHANGE ORDER: Is this amendment a change order as defined in 30 ILCS 500/1-15.12 and 720 ILCS 5/33E?

Yes No

3. DESCRIPTION OF AMENDMENT (Check all that apply, complete blanks and explain as necessary):

3.1. The completion date will remain the same as April 21, 2024.

3.2. The method of determining compensation (e.g., hourly rate, fixed fee, etc.) will stay the same.

3.3. The cost will remain the same amount of \$307,152.50.

3.4. The supplies or services to be provided will be changed as follows:

Section 1.2.5.1 will be replaced with "Vendor will analyze the State's utilization of DBEs and BEP firms on goods and services contracts awarded (\$100,000 and above) between the State's fiscal years 2015 and 2019. Vendor will take the following steps to determine Agency Utilization."

3.5. Subcontractors will remain the same?

3.5.1 All contracts with the subcontractors identified above must include the Standard Certifications and Financial Disclosures and Conflicts of Interest completed and signed by the subcontractor.

3.5.2 If the annual value of any of 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.

3.5.3 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 a completed Forms B for the subcontractor.

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

4. EFFECTIVE DATE OF AMENDMENT: upon execution.

Signature:


Eric Occomy (Sep 3, 2021 16:35 CDT)

Email: EOocomy@getipass.com

THA - Toll Highway Authority

P.O. Date: 8/26/2021

Purchase Order

| |
|---|
| Purchase Order Number 21-557THA-PROCU-P-26628 Master Contract? N Contract/Ob #: |
|---|

| | |
|--|---|
| V E N D O R | Vendor Number: V00016591 Colette Holt & Associates |
| | 3350 Brunell Drive Oakland, CA 94602 ilene.grossman@mwbelaw.com (510) 290-5699 |

| | |
|--|--|
| S H I P T O | Ship To - CA 2700 Ogden Avenue Central Administration Downers Grove, IL 60515 US Email: (630) 241-6800 |
|--|--|

| | |
|--|--|
| B I L L T O | 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.: N/A Contract Begin Date: 06/25/2021 Contract End Date: 04/21/2024 | Freight Terms: Payment Terms: NA Delivery Calendar Day(s) A.R.O.: 0 |
|--|---|

Item # 1
Class-Item 918-76

CMS/Tollway Joint Purchase of BEP Availability and Disparity Study (reference BidBuy Bid #21-416CMS-BEPX4-B-16727) for a 36 month period.

| Quantity | Unit Price | UOM | Discount % | Total Discount | Tax Rate | Tax Amount | Freight | Total Cost |
|----------|---------------|-----|------------|----------------|----------|------------|---------|---------------|
| 1.00 | \$ 307,152.50 | EA | 0.00 % | \$ 0.00 | | \$ 0.00 | \$ 0.00 | \$ 307,152.50 |

Item # 2
Class-Item 918-76

Item Added to Explain Contract Amendment Change // No Dollar Change and No Date Change//
3.4. The supplies or services to be provided will be changed as follows...
Section 1.2.5.1 will be replaced with...Vendor will analyze the States utilization of DBEs and BEP firms on goods and services contracts awarded /\$100,000 and above/ between the States fiscal years 2015 and 2019. Vendor will take the following steps to determine Agency Utilization....

| Quantity | Unit Price | UOM | Discount % | Total Discount | Tax Rate | Tax Amount | Freight | Total Cost |
|----------|------------|-----|------------|----------------|----------|------------|---------|------------|
| 1.00 | \$ 0.00 | EA | 0.00 % | \$ 0.00 | | \$ 0.00 | \$ 0.00 | \$ 0.00 |

TAX: \$ 0.00
FREIGHT: \$ 0.00
TOTAL: \$ 307,152.50

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 #: _____

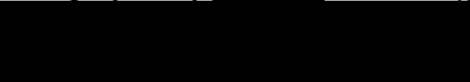
Email: _____

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: Eric Occomy

Title: Chief of Contract Services

Date: 09/14/2021

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: _____

Publication Date: _____ Financing Needed: _____

IPG Cert/Disclosure Yes _____ No _____

APPROVED

By: Elizabeth Boyd

Phone#: (630) 241-6800

BUYER

THA - Toll Highway Authority

Internal Number: 4

Vendor Change Order #4

Purchase Order Number
21-557THA-PROCU-P-
26628

| | |
|----------------------------|---|
| V E N D O R | Vendor Number: V00016591 |
| | Colette Holt & Associates |
| | [REDACTED] |
| | ilene.grossman@mwbela.com (510) 290-5699 |

| | |
|--------------------------------|------------|
| S H I P T O | [REDACTED] |
| | [REDACTED] |
| B I L L T O | [REDACTED] |
| | [REDACTED] |

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: | Freight Terms: |
| Shipping Terms: | Payment Terms: NA |
| Solicitation (Bid) No.: N/A | Delivery Calendar Day(s) A.R.O.: 0 |
| Contract Begin Date: 06/25/2021 | Contract End Date: 04/21/2024 |

| | |
|----------|---------|
| TAX: | \$ 0.00 |
| FREIGHT: | \$ 0.00 |
| TOTAL: | \$ 0.00 |

APPROVED

By: Elizabeth Boyd
 Phone#: (630) 241-6800
 BUYER

Signature: [REDACTED]
Eric Occomy (Sep 14, 2021 16:56 CDT)
 Email: EOccomy@getipass.com