



REQUEST FOR PROPOSAL

Contract # 18-0093

I-PASS Distribution and Back-End Support Services

STATE OF ILLINOIS REQUEST FOR PROPOSAL

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

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

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

Brief Description:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FORMS A

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

Business and Directory Information.....1.
Illinois Department of Human Rights Public Contracts Number2.
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Standard Certifications.....4.
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Disclosure of Business Operations in Iran.....6.
Financial Disclosures and Conflicts of Interest.....7.
Taxpayer Identification Number8.

FORMS B

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

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

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

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

BEP Utilization Plan

Letter of Intent Template

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

Veteran Small Business Utilization Plan

Letter of Intent Template

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SECTION 1.

A. INSTRUCTIONS FOR SUBMITTING OFFERS

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

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

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

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

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

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

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

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

A.7. REQUIRED MEETINGS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Type and Number of References:

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

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

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

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

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

Email: eec.legalstaff@illinois.gov

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BEP Liaison: Yvette Riley

Phone Number: 312-814-1089

Email Address: Yvette.Riley2@illinois.gov

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

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

Veteran Small Business Liaison: Marlene Vick

Phone Number: 630-241-6800 extension 1949

Email Address: mvick@getipass.com

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

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

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

-END OF INSTRUCTIONS-

STATE OF ILLINOIS SELECTION OF VENDOR

B. SELECTION OF VENDOR

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

B.4.1. The total number of points for Responsiveness is **350**. Offerors who do not receive a minimum of 250 of the total Responsiveness points will not be considered for price evaluation and award.

B.4.2. RESPONSIVENESS ELEMENTS

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

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

STATE OF ILLINOIS SELECTION OF VENDOR

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

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

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

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

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

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

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

Yes No

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

Yes No N/A

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

Yes No N/A

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

Yes No

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

Yes No

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

Yes No N/A

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

Yes No N/A

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

Yes No

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

C.9. PACKET 2 – PRICING

Yes No

C.10. PACKET 3 – OFFER

Yes No

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

C.11. PACKET 4 – FORMS A

Yes No

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

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C.11.8 Taxpayer Identification Number Yes No

C.12. PACKET 4 – FORMS B

Yes No

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

C.12.2 Certifications Timely to this Solicitation Yes No

C.12.3 Disclosures of Lobbyists and Pending Contracts Yes No

C.12.4 **Signature** Yes No

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

C.13. PACKET 5 – REDACTED OFFER

Yes No

C.14. PACKET 6 – BEP UTILIZATION PLAN

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

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

C.15. PACKET 7 – VSB UTILIZATION PLAN

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

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

C.16. PREFERENCES

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

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

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

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

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

Signature of Authorized Representative: _____

Printed Name of Signatory: ████████

Offeror's Name: ████████

Date: ████████

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D. SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

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

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

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

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

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

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

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

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

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

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

D.3. MILESTONES AND DELIVERABLES:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Please describe in detail your succession plan:

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

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

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

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

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

DISPOSAL CONSIDERATIONS

Proper Shipping Name: Waste Lithium Batteries

UN Number: 3090

Hazard Classification: Class 9 (Misc.)

Packing Group: II

Labels Required: MISCELLANEOUS, HAZARDOUS WASTE

Waste Disposal Code: D003

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D.7. SUBCONTRACTING

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

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

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

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

D.8. WHERE SERVICES ARE TO BE PERFORMED

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

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

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

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

Include Part D and related attachments in Packet 1

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SECTION 2.

E. PRICING

E.1. FORMAT OF PRICING:

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

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

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

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

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Additional Optional items:

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

OPTIONAL PRICE SCHEDULE

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

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

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

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

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

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

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

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

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

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

Include Section 2 Part E and related attachments in Packet 2

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SECTION 3.

F.1. TERM AND TERMINATION:

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

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

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

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

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

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

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

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

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

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

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

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

F.2. PAYMENT TERMS AND CONDITIONS:

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

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

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

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

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

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

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

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

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

A. Minimum Scope of Insurance Coverage shall be at least as broad as:

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

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

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

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

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

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

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

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

STATE OF ILLINOIS
STANDARD TERMS AND CONDITIONS

F.17. APPLICABLE LAW:

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

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

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

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

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

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

STATE OF ILLINOIS
STANDARD TERMS AND CONDITIONS

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

STATE OF ILLINOIS
EXCEPTIONS TO SOLICITATION AND CONTRACT TERMS AND CONDITIONS

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

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

By: [REDACTED]

Signed: _____

Position: [REDACTED]

Date: [REDACTED]

STATE OF ILLINOIS
STATE SUPPLEMENTAL PROVISIONS

H.1. State Supplemental Provisions:

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

1.1 TOLLWAY SUPPLEMENTAL PROVISIONS:

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

1.2 AGENCY SUPPLEMENTAL TERMS AND CONDITIONS:

- 1.2.1 Order of Precedence:

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STATE SUPPLEMENTAL PROVISIONS

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

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

1.2.2 Agents and Employees:

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

1.2.3 Publicity:

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

1.2.4 Consultation:

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

1.2.5 Third Party Beneficiaries:

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

1.2.6 Successors in Interest:

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

1.2.7 Vendor's Termination Duties:

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

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

STATE OF ILLINOIS

STATE SUPPLEMENTAL PROVISIONS

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

1.2.8 Inspector General:

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

1.3 OVERTIME:

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

1.4 VENUE AND ILLINOIS LAW:

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

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

STATE OF ILLINOIS
STATE SUPPLEMENTAL PROVISIONS

1.5 REPORT OF A CHANGE IN CIRCUMSTANCES:

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

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

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

STATE OF ILLINOIS SUBCONTRACTOR DISCLOSURE

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

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

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

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

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

- Subcontractor Name: [REDACTED]

Anticipated/Estimated Amount to Be Paid: [REDACTED]

Address: [REDACTED]

Description of Work: [REDACTED]

- Subcontractor Name: [REDACTED]

Anticipated/Estimated Amount to Be Paid: [REDACTED]

Address: [REDACTED]

Description of Work: [REDACTED]

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

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

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

STATE OF ILLINOIS REFERENCES

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

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

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

Date of Supplies/Services Provided: [REDACTED]

Type of Supplies/Services Provided: [REDACTED]

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

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

Date of Supplies/Services Provided: [REDACTED]

Type of Supplies/Services Provided: [REDACTED]

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

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

Date of Supplies/Services Provided: [REDACTED]

Type of Supplies/Services Provided: [REDACTED]

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

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

Date of Supplies/Services Provided: [REDACTED]

Type of Supplies/Services Provided: [REDACTED]

Offeror Name: [REDACTED]

Return Mailing Address: [REDACTED]

EXHIBITS A – D

AVAILABLE FOR SEPARATE DOWNLOAD