



REQUEST FOR PROPOSAL

Contract #19-0097 / Tollway Technical Assistance Services

STATE OF ILLINOIS REQUEST FOR PROPOSAL

Illinois Tollway
Tollway Technical Assistance Services
BidBuy Bid Number: 20-557THA-DIVER-B-10966

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.

The Glossary of Terms may be found in Exhibit A of this solicitation.

Brief Description:

The Illinois Tollway Department of Diversity and Strategic Development seeks to increase access to economic opportunities for disadvantaged, minority- and women-owned business enterprise (D/M/WBE) firms, as well as underemployed individuals. The Tollway remains focused on promoting, assisting and ensuring diverse participation in the Move Illinois Program and all aspects of its operations, including contracting, consulting and the supply of goods and services throughout the 12-county area and surrounding communities.

In furtherance of the Illinois Tollway's objective to increase and diversify the pool of businesses participating on contract opportunities in both construction and professional engineering, proposals to administer and provide Technical Assistance (TA) services Powered by the Illinois Tollway are requested from qualified Offerors, including but not limited to organizations such as not-for-profit, consulting, advocacy and community-based organizations, with a minimum of five (5) years' experience in administering and managing business technical assistance and development programs.

The goal of these direct services is to educate, train and prepare both developing and established firms to increase their capacity to compete and bid through direct, managerial business assistance services, focused back office services and construction-specific or professional engineering technical assistance. This includes **Core Services** and **Supplemental Services as described in the Glossary of Terms, Exhibit A of this solicitation**. It is the Tollway's expectation that participating firms will receive all TA services from the Offeror and the Offeror's subconsultants as vendors to the Tollway. Exceptions to this provision are at the Tollway's discretion. The service listing provided as part of the Glossary

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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of Terms, Exhibit A of this solicitation, is a sample of the training services expected and is not exhaustive. Offerors are encouraged to demonstrate innovation and creativity in the development of trainings that add value and are complementary. Proposed services are intended to increase participating firms' ability to become proficient in the management of their business and ready to compete for prime and subcontracting opportunities on roadway, vertical construction or professional engineering service projects with the Tollway and other agencies.

The services must be administered within the 12-county Tollway service area consisting of:

- Boone
- Cook
- Dekalb
- DuPage
- Kane
- Lake
- Lee
- McHenry
- Ogle
- Will
- Winnebago
- Whiteside

TA locations are not expected in every county but should be easily accessible to clients in surrounding areas. Offerors are not required to bid on all areas. Offerors can bid on one, all, or any combination of areas; however, an Offeror will be required to submit a separate proposal for each desired area and to perform all services within the area. The Tollway TA Service Areas are outlined below and displayed in Exhibit A, Glossary of Terms. The map is meant to show the general area to be serviced and not exact areas. Each proposed service location will be evaluated based on the criteria outlined in section B.4.3.

- Area 1 - Winnebago/Boone/Lee/Ogle/Whiteside Counties
- Area 2 – Lake/McHenry Counties
- Area 3 – Kane/DeKalb/DuPage Counties
- Area 4 – South Suburban – South Cook County/Will County

Cook County

- Area 5 – Chicago North
- Area 6 – Chicago West
- Area 7 – Chicago East
- Area 8 – Mid-South Chicago
- Area 9 – Chicago

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It is the expectation of the Tollway that the selected vendor(s) primary focus is providing client technical assistance resulting in the achievement of the annual deliverables through effective and efficient service provision. Accordingly, no more than 20% of total Tollway funds may be used to cover administrative services. Minimum core performance deliverables in key areas are detailed in Section D.2, with payment incentives for exemplary achievement towards bid/award activity. Contract performance will be evaluated and monitored regularly in 1) service provision, 2) service impact results and 3) program administration. The Offeror is expected to provide direct service in addition to the administration of the TA program Service Area(s).

The Tollway reserves the right to combine elements of successful proposals to gain value and efficiencies in the performance of this contract; to award contracts to one Vendor in a service area, or no Vendors in an area. Determinations for award will be made in the best interest of the Tollway at its' sole discretion.

The resulting contract with the awarded Offeror shall have an initial term of 3 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: two (2) renewal options.

Contract Goal to be Achieved by the Vendor: This solicitation includes a specific BEP utilization goal of **30%** 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. **There is an Offeror self-performance goal of 35%, i.e. the bidding entity must directly perform at least 35% of the services identified in this solicitation in section D.2.** 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 proposal 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. Not-for-Profit and advocacy organizations are not exempt from the BEP and VBP goal requirements as referenced in Sections A.24 and A.25 of this RFP. If the solicitation contains a goal, failure to submit a Utilization Plan as instructed by the solicitation may render the Offer non-responsive.

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.

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

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 an Offeror's Offer.

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

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

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

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

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

FORMS A

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

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

FORMS B

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

To ensure that you are registered in the IPG, search for your business name in the IPG Registered Vendor Directory at https://ipg.vendorreg.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/bsol/>). 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? No

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

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: Tollway Technical Assistance Services BidBuy Bid #: 20-557THA-DIVER-B-10966 |
| 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. *As noted above, a separate complete submission is required for each TA Service area that an Offeror is bidding on. See several specific notes related to 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., clearly labeled, identifying the TA Service Area being proposed in the submission.
- 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 TA Service Area number, the packet number, the Offeror’s name and the wording: **“Sealed Offer – Do Not Open.”** As noted, complete and separate packets are required for each TA Service Area that an Offeror is bidding on. Offerors are free to bid on one or both TA Service Areas/location and proposals will be evaluated separately for each TA Service Area. 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) | Five (5) | One (1) |
| PRICING – PACKET 2 | One (1) | One (1) | One (1) |
| SECTION 1 Part C (OFFER) and applicable forms in SECTION 3 – PACKET 3 | One (1) | One (1) | 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) | Two (2) | One (1) |
| VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN – PACKET 7 | One (1) | Two (2) | 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

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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>).

- 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.

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- 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 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. Please note: The Best & Final Offer does not alter the Offeror’s proposal to the solicitation; the Offeror will be accountable for all the core and supplemental services, methodology, staffing and other representations as submitted in the proposal with the Best & Final offer pricing. 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. Offerors are not required to bid on all TA Service Areas. Offerors can bid on one, all, or any combination of TA Service Areas ; however, an Offeror shall be required to submit a proposal for each desired area and perform all services within the area. Each area will be scored separately. If submitting a proposal on more than one area, a separate proposal must be submitted and clearly labeled for each specific area and clearly identified in the proposal.
- . Proposals limiting the services provided to less than the scope of core services as detailed in section D. of this RFP will not be considered and will be deemed non-responsive. Additionally, Offerors are encouraged to demonstrate innovation and creativity in the development of supplemental service items or courses that add value and complement the core services. If the Offeror is submitting a proposal for more than one service area, each must be submitted in separately sealed packages, clearly labeled as instructed above, including identifying the TA Service Area being proposed, and must include all required Packets (as outlined in Section A.10, above). 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, (a minimum of four (4) required) other than the procuring Agency, **who can attest to Offeror’s experience and ability to deliver services and meet performance metrics** in the contract that is the subject of this solicitation. Offeror must provide the name, contact information and a description of

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the supplies or services provided and detailed reports demonstrating the Offeror's achievement of contract metrics using the References form found in Section 3, Part J.

Number of Each Reference Type:

At least two (2) references must be from government funders, agencies, philanthropic foundations or business entities which have overseen/managed/funded the Offeror for similar work contained in this solicitation.

At least one (1) reference must be from a corporation which has been a recipient of business education/training services from the Offeror.

One (1) reference may be from another entity such as a partner or peer firm, industry or civic association, or other entity with significant knowledge of the work the Offeror.

- 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.

- 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. Each Service Area will be scored separately. 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. Each evaluation factor is given a weight culminating in an aggregate total score. Evaluation Criteria may be found in Section B. The State considers all of the information provided in a proposal submission and the quality of that information

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when evaluating Offers. Please note that Price is one among several evaluation criteria and is not the sole, nor the primary, determiner of an Offeror's score. If the State finds a failure or deficiency in an Offer, 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:

- 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.

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- 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 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 publicly 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

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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 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 price of each Offer that meets the responsibility and responsiveness requirements and considers cost-effectiveness as one of the criteria in making its determinations and awards.

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

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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: Kristen Bennett

Phone Number: 630-241-6800 extension 1918

Email Address: kbennett@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 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-

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SELECTION OF VENDOR**

B. SELECTION OF VENDOR

- B.1.** The State may award to the most Responsive/Responsible Offeror(s) 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. Each TA Service Area will be scored separately and shall be submitted in a separately sealed envelope labeled clearly by TA Service Area. 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 Phase I Responsiveness is **355 per TA Service Area**. An Offeror shall submit a proposal for each TA Services Area proposed. Each TA Service Area will be scored separately and shall be submitted in a separately sealed envelope clearly labeled. An Offeror must receive a minimum of **285** points in the Responsive Elements to be considered further for the Phase II Interview or the Phase III price proposal opening per TA Service Area.

B.4.2. The Tollway will conduct Phase II Interviews with entities identified as highly-responsive meeting the minimum 285 points based on written proposals to further explore the qualifications of Offerors and make a final selection/recommendation. These interviews, shall be conducted at the Tollway's offices at 2700 Ogden Avenue, Downers Grove, Illinois.

The interview is used solely for the Tollway to seek clarification of the Offeror's proposal. The date/time will be determined by the Tollway during the evaluation phase and qualifying Offerors will be notified of the date/time and specifications in writing.

B.4.3. RESPONSIVENESS ELEMENTS

| | |
|---|-----------|
| Technical Phase I | |
| Specs and Qualifications | 55 |
| Executive Summary | |
| Value Add Services/Efficiencies (Section D.2 and Tab 4 under Financials) | |
| Program Administration model (D.2.) | |
| Private firm and government agency references. Point are bases on narrative alone. A government reference does not receive more points than a private firm reference. | |

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| | |
|---|-----------|
| | |
| Scope of Work (Sections D.2 and following) | 85 |
| Detailed Results Focused Delivery, Understanding and Plan Structure | |
| Program Administration Structure Exhibit B Key Project Personnel Staffing Plan and Exhibit C Availability of Key Program Personnel | |
| Service Delivery Model Flowchart and Process Flow (Section D.2) | |
| Recruitment and Registration/Intake of Participant Firms (D.2.b to D.2.d.) | |
| Assessment (D.2.e) | |
| Core Services and Syllabus/Outline and Sample (D.2.f. and attachment(s)) | |
| Supplemental Services and Syllabus/Outline and Sample (D.2.g. and attachment(s)) | |
| Coaching Services (D.2.h.) | |
| Additional Innovative Services (D.2.i.) | |
| Results focused Training and Service Delivery (D.2.j.) | |
| Marketing (D.2.l.) | |
| Subcontracting: Quality and Documentation of any Subcontracting Plans and description of subcontractors (D.4 and D.6) | |
| Process to quantify participant knowledge capture post program services (Section D.2.e. Assessment and post-program testing) | |
| | |
| OFFEROR / STAFF SPECIFICATIONS AND ORGANIZATIONAL CAPACITY (Section D.4.) | 65 |
| Offeror Qualifications | |
| Offeror Experience, Organizational Background, and Economic Impact Results | |
| Staff Capacity for Direct Service Provision | |
| Description of your organization’s knowledge of the specified geographic area and familiarity with the business-, community- and faith-based organizations operating within. | |
| Staffing Plan to Accomplish the Work | |
| BEP AND VOSB/SDVOSBE (Section D.4.) | 20 |
| | |
| Narrative provided of firm history on meeting BEP and VOSB/SDVOSBE goals on previous contracts including Tollway or other entities. Points are based on narrative alone. Tollway contracts are not preferred and do not factor into the evaluation or points. | |
| | |
| MILESTONES, DELIVERABLES AND PERFORMANCE OUTCOMES (Section D.3) | 90 |
| Milestones | |
| Deliverables | |
| Reporting Capacity – Systems to track and capture Milestones, Deliverable and Outcomes achieved (D.2.m and D.3.) | |
| | |
| SERVICE LOCATIONS AND FACILITIES: WHERE SERVICES ARE TO BE PERFORMED (D.7.) | 20 |

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| | |
|---|------------|
| Level of service area coverage | |
| Ease of access | |
| Space accommodations | |
| Amenities (Parking, access to public transportation, community based) | |
| | |
| FINANCIAL CAPACITY (Section D.4.n) | 20 |
| | |
| Total Technical Points (Phase I) | 355 |
| Minimum Points required to Advance to Phase II | 285 |
| | |
| Total Interview Points (Phase II) | 45 |
| Minimum Points required to Advance to Phase II | 38 |

- B.5.** Offerors meeting the minimum points of 285 for Phase I Responsiveness and the minimum points of 38 for Phase II Interview are eligible for Phase III Price Opening. The total number of points for Price is **70**; 35 points for average personnel rate; 35 points for total contract costs. 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 **470** (Responsiveness Phase I: Technical 355 + Responsiveness Phase II Interview 45 + Phase III Price Opening 70).

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C. Project Title: 19-0097 Tollway Technical Assistance Services / Reference #: 20-557THA-DIVER-B-10966

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 (with specific sub-sections broken out as “Tabs” within Packet 1)

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.8.6 | Financials | <input type="checkbox"/> Yes <input type="checkbox"/> No |

C.9. PACKET 2 – PRICING (Exhibit D)

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 |

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- C.11.7 Financial Disclosures and Conflicts of Interest Yes No
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)
- Bio based 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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SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

D. SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

D.1. GOAL

The Illinois Tollway Department of Diversity and Strategic Development seeks to increase access to economic opportunities for disadvantaged, minority- and women-owned business enterprise (D/M/WBE) firms, as well as underemployed individuals. The Tollway's focus remains on promoting, assisting and ensuring diverse participation in the Move Illinois Program and all aspects of its operations, including contracting, consulting and the supply of goods and services throughout the 12-county area and surrounding communities. TA locations are not expected in every county but should be easily accessible to clients in surrounding areas. The Tollway TA Service Areas are outlined below and displayed in Exhibit A, Glossary of Terms. The map is meant to show the general area to be serviced and not exact areas. Each proposed service location will be evaluated based on the criteria outlined in section B.4.3.

- Area 1 - Winnebago/Boone/Lee/Ogle/Whiteside Counties
- Area 2 – Lake/McHenry Counties
- Area 3 – Kane/DeKalb/DuPage Counties
- Area 4 – South Suburban – South Cook County/Will County
-

Cook County

- Area 5 – Chicago North
- Area 6 – Chicago West
- Area 7 – Chicago East
- Area 8 – Mid-South Chicago
- Area 9 – Chicago

The Tollway reserves the right to combine elements of successful proposals to gain value and efficiencies in the performance of this contract; to award contracts to one Vendor in a TA Service Area, or no Vendors in an area. Offerors are not required to bid on all areas. Offerors can bid on one, all, or any combination of areas; however, an Offeror will be required to submit a separate proposal for each desired area and to perform all services within the area. Determinations for award will be made in the best interest of the Tollway at its' sole discretion.

The Technical Assistance (TA) program provides business and transportation-related construction technical assistance services to over 450 program participants including disadvantaged, minority-and women-owned business enterprise (D/M/WBE) firms as well as veteran-owned firms. The goal of these direct services is to educate, train and prepare both developing and established firms to increase their capacity through focused back office, managerial business assistance services and construction-specific or professional engineering technical assistance services. This includes the required **Core Services** and the **Supplemental Services** as defined in the Glossary of Terms, Exhibit A of this solicitation. The definitions in the glossary are a sample of training services and are not exhaustive. Core Services are essential, fundamental construction/professional services business disciplines required to become ready to compete. Supplemental services support core services in the

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SPECIFICATIONS/QUALIFICATIONS/STATEMENT OF WORK

construction/professional services business disciplines. Offerors are encouraged to demonstrate innovation and creativity in the development of items or courses that add value and complement the core services. All TA services will improve participating firms' ability to become proficient in the management of their business and ready to compete for prime and subcontracting opportunities on roadway, vertical construction or professional engineering service projects with the Tollway and other agencies. Knowledge and skills will be developed through training, one-on-one coaching and technical assistance in core areas that the program participant may then apply and integrate into their firm's processes and culture. These Core and Supplemental Services include but are not limited to – access to capital, bonding and insurance, project management, certified payroll, safety plan and field operations, contract compliance, emerging technology, marketing, bidding and estimating, back-office development. Additionally, services to professional engineering firms shall include, but are not limited to, statement of interest proposal development, pre-qualification, certification and marketing/promotion technical assistance. **The Glossary of Definitions are located in Exhibit D of this solicitation.**

In furtherance of the Illinois Tollway's objective to increase and diversify the pool of businesses participating on contract opportunities, proposals are requested from qualified Offerors, including organizations such as not-for-profit and advocacy with a minimum of five (5) years' experience in administering and managing business technical assistance and development programs in Northeastern Illinois. The Offeror shall serve as the prime vendor solely responsible and liable for the overall program for the awarded service area or areas, all primary contacts and communications with the Tollway including submission of invoices for all components of the program as detailed in **Section D of this RFP**. The services must be administered and operate within the Tollway TA Service Areas as identified in D.1

Qualified Offerors will be required to locate offices that can be conveniently accessed by surrounding communities. Office hours shall be proposed as appropriate to the needs of the area and may include evenings and weekends. Referrals of program participants to other TA vendors must be reviewed and approved by Tollway staff or consultants with justification and TA plan for continuation of services.

Offerors are expected to provide service to current TA program participants that may be actively engaged in services at the time of contract award in addition to servicing new program participants. As of 2016 approximately 450 TA program participants have been serviced, not all of which are currently active.

The Tollway will have designated personnel responsible for contract compliance and support to the selected TA vendor(s). Additionally, orientation, quarterly meetings, focused trainings and site visits will be performed by assigned Tollway staff and consultants to monitor progress towards deliverables and milestones. Qualified Offerors and their designated staff will be obligated to meet and participate in all such events as requested by the Tollway.

Currently the Tollway does not utilize an electronic database and reporting system for the TA program. Future implementation of such a reporting system is at the discretion of the Tollway and will include training to the selected vendor(s). Training on any electronic reporting system will be mandatory for all staff interacting with the selected system.

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D.2. SUPPLIES AND/OR SERVICES REQUIRED – Direct Services to Client/Participant Firms

The Technical Assistance (TA) program is a goal-based with the focus of providing direct services that educate, train and prepare both developing and established firms to increase their capacity to compete and bid through direct, focused back office services, managerial business assistance services, construction-specific or professional engineering technical assistance. These services are to build competencies that will enable participating both small and larger firms, including disadvantaged, minority-and women-owned business enterprise (D/M/WBE) firms as well as veteran-owned firms, to compete for prime and subcontracting opportunities on roadway, vertical construction or professional engineering projects. It is the expectation of the Tollway that the selected vendor(s) primary focus is providing client technical assistance resulting in the achievement of the annual deliverables through effective and efficient service provision. Accordingly, no more than 20% of total Tollway funds may be used to cover administrative services. The Offeror is expected to provide direct services in addition to the administration of the TA program location(s). Offerors are encouraged to propose measurable and innovative services that will further prepare program participants for bidding opportunities and business growth.

Offerors should take special care to describe their complete program of service, methodology and corresponding process flows for service delivery and program administration. Further, Offeror should describe additional services, methods or strategies that add value and efficiencies to their proposal for the program participants and the Tollway such as pro-bono work, in-kind agreements, reduced rate/no cost space agreements or reduced rate/no cost small business software for clients. This list is a sample and not exhaustive of services.

Offerors should be sure to respond to the following sections in their Scope of Work Narrative response, organizing response using the lettering scheme provided here. Offerors should also be sure to respond to any language throughout this solicitation that asks the Offeror to describe or demonstrate elements in their proposal. Proposals must provide a coherent and comprehensive summary of the Offeror's plan to provide the Technical Assistance program and describe any value-added and efficiencies they plan to provide regarding any of the services or activities.

a. Project Management

Offeror proposes a model to administer TA Program services to the TA Service Area and will have the sole responsibility and liability of overseeing and managing all program subconsultants, independent contractors and other entities providing program participant services to the proposed TA Program location in coordination with Tollway staff. The Offeror is also required to have a direct service role. The Offeror is expected to assemble all required service providers including public, private and not-for-profit agencies/business entities to effectively provide the scope of services as detailed in section D of this RFP and to effectively manage the administrative aspects of the program. Proposed service providers will provide a Memorandum of Understanding detailing the scope of service and percent of time allocated to the TA program versus other projects.

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b. Recruitment and Identification of Participant Firms

Offerors shall describe their approach and process to identify and engage program participants willing to commit the time and participate in activities as recommended by the TA program to prepare them to compete and participate in projects including vertical, heavy-highway construction or professional engineering

The Offeror should describe their methods of outreach and recruitment of firms, including experienced firms, to participate in its Technical Assistance program. This should include description of current methods for similar work and methods proposed given the specific circumstances and scope of the Technical Assistance efforts envisioned in this RFP and being proposed.

This section will align closely with the Marketing content in subsection D.2.I. below.

c. Participant Firm Qualifications

Offerors are encouraged to identify participating firms new to the Tollway who can grow their capacity and or engage in the Partnering for Growth Program. Participating firm qualifications include:

- Firm is a transportation-related firm – heavy-highway, vertical or professional services.
- A minimum of three years in business
 - Firms who are in the initial phase of business (less than 2 years of experience) are considered “start-ups” and will be provided the resources of the Illinois Small Business Development Center network.
 - Firms whose owners have more than 5 years of experience in the similar construction or professional engineering field may be considered on a case by case basis
- Minimum of \$300,000 annual gross revenues
- Experience in bidding – prime or subcontractor
- Able to obtain bonding
- Cooperate with the application, assessment and Technical Assistance Plan and respond to inquiries with documentation and information as requested. In particular, it is critical that participant firms can commit that staff will consistently participate in any cohort or training curricula through to completion
- Demonstrate a willingness to participate in economic growth, business development and training activities as recommended by the TA vendor

d. Incentive Payments

Participation in the bid process to compete for Tollway projects is one of the primary objectives for the TA program. Significant training and preparation in the Core and proposed Supplemental services are vital to the program participant’s ability to bid and win projects that will aid in increasing their capacity. Conversely, a portion of program participants that will need fewer services to be ready and able to compete for Tollway opportunities due to previous industry experience. **To incentivize meeting the TA program primary objective – participation in the Tollway bid process – there are compensation options available to the prime TA vendor to assist and attract highly-experience contractors/consultants new to Tollway bidding opportunities.**

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The Tollway TA program is incentivizing the engagement of program participant firms ready to compete as primes and subcontractor or subconsultants. These firms may be new to the Tollway and require targeted assistance in the Tollway’s bidding/contracting procedures. Program participants that hold certification as Disadvantaged Business Enterprise (DBE), Minority Business Enterprises (MBE), Women Business Enterprise (WBE), Small Business Administration (SBA 8(a), Veteran Owned Small Business (VOSB) or Service Disabled Veteran Owned Small Business may count towards the incentive. Additionally, the program participant must demonstrate a willingness to participate in economic growth, business development and training activities as recommended by the TA vendor.

The Offeror may develop and detail another incentive structure option for the Tollway’s consideration. All options proposed require minimum targets be met in the incentivized areas before triggering the incentive payment.

1. **Proposed Option 1**

Consideration for incentive payments for bids submitted and contracts awarded will be made **only** after the minimum targets on Tollway construction and professional services contracts are met as listed below (also detailed on page 39, Section D.3):

| Tollway Construction Projects | Minimum Annual Target | | |
|--|-----------------------|-------------|-----------------|
| Areas 5, 6, 7, 8 and 9 (see Exhibit A map) | | Bid* | Awarded* |
| | P | 30 | 10 |
| | S | 40 | 20 |
| Areas 1, 2, 3 and 4 (see Exhibit A map) | | Bid | Awarded |
| | P | 10 | 5 |
| | S | 20 | 10 |

P-Prime Contractors S-Subcontractors

Incentive Bonus Triggers – Tollway Construction

- Each additional prime bid submitted on a Tollway contract by the program participant above the annual target earns \$500 for the TA vendor
- Each additional prime contract awarded on a Tollway contract by the program participant above the annual target earns \$1,000 for the TA vendor
- Each additional subcontractor awarded on a Tollway contract by the program participant above the annual target earns \$200 for the TA vendor

* Deliverable dependent on number and size of Tollway contracts advertised. Deliverable may be adjusted upon negotiation between the Tollway and the selected vendor.

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| Tollway Professional Services Projects | | Minimum Annual Target | |
|--|---|-----------------------|-----------|
| Areas 5, 6, 7, 8 and 9 (see Exhibit A map) | | Proposed* | Awarded* |
| | P | 10 | 6 |
| | S | 3 | 2 |
| Tollway Professional Services Projects | | Minimum Annual Target | |
| Areas 1, 2, 3 and 4 (see Exhibit A map) | | Proposed* | Awarded** |
| | P | 10 | 6 |
| | S | 3 | 2 |

P-Prime Consultants S-Subconsultants

Incentive Bonus Triggers – Tollway Professional Services

- Each additional prime consultant proposal submitted on a Tollway professional services bulletin by the program participant above the annual target earns \$500 for the TA vendor
- Each additional prime consultant proposal awarded on a Tollway professional services bulletin by the program participant above the annual target earns \$1,000 for the TA vendor
- Each additional subconsultant awarded on a Tollway professional services bulletin by the program participant above the annual target earns \$200 for the TA vendor

The vendor will provide reports documenting the services delivered and economic impact of the participating firm. The Tollway will structure the incentive process and guidelines further upon selection of the vendor(s).

Incentive payments of \$300,000.00 are available within the initial 3-year term of the contract. Funds may be replenished at the Tollway’s discretion within the initial 3-year term of the contract and any subsequent terms.

2. Proposed Option 2

The Tollway is open to structuring an eventual contract and invoicing process with the selected Offeror in a variety of ways that include direct reimbursement of costs and payment for performance. The Tollway may consider “incentive” payments to the Contractor for actual performance exceeding the Tollway’s minimum targets.

If interested in building an incentive program into their proposed project arrangement/contract, Offerors are asked to structure and submit an incentive proposal as a separate item that will remain sealed until all Offerors’ scoring is complete, and a vendor is selected. Incentive proposals will not be a factor in the RFP evaluation and/or selection process. The incentive proposal details will be negotiated with the selected

* Deliverable dependent on number and size of Tollway contracts advertised. Deliverable may be adjusted upon negotiation between the Tollway and the selected vendor.

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entity. The terms of the incentive process may not be limited to the incentive proposal by the selected Offeror.

The selected vendor shall be eligible to receive Performance Incentives based upon the achievement of objectively quantifiable and measurable goals and objectives which shall be determined, in advance, by the Tollway with respect to each fiscal year. Where the incentive compensation is approved by the Tollway and detailed in the agreement, the clause may offer fixed incentive compensation packages, or provide for incentive pay based on a wide range of criteria, such as number of certifications, number of successful bids on Tollway work, additional bonding capacity achieved, increased hiring through the Tollway ConstructionWorks program, successful bids initiated by new prime and subcontractors to the Illinois Tollway, increased Teaming Arrangements by program participants and Tollway JOC Program participation.

3. Vendor Proposed Option 3

As submitted by Offeror. Proposal may be a combination of the two options above or wholly different.

Submission of Incentive Options

Offerors are asked to select a structure and submit an incentive proposal as a separate item that will remain sealed until all Offerors' scoring is complete, and a vendor is selected.

e. Assessment

The focus of the TA Program is to deliver direct services to the participant firms resulting in a larger pool of competitive, small and diverse businesses. It is our goal that, in turn, the businesses would then be prepared to competitively bid and skillfully perform on the project site while still managing a thriving business enterprise. The selected vendor with their team of subcontractors are not expected to function as an extension of the participant firms, or, as noted above, provide ongoing service rather than teaching/mentoring/guiding activity. Services are to foster the independence and sustainability of the participant firms to conduct the relevant activities for the future. The key to this is the assessment of the participant firm's knowledge and identification of gaps that impede their progress. In light of these demands, Offerors are expected to possess and demonstrate in their proposal narrative:

- Examples of the assessment tool(s)/process(es) to be utilized;
- An assessment customization to identify the business needs of the participant;
- Sample course syllabi or outlines that may be utilized for each of the core and supplemental services (at a minimum)
 - Any additional coursework
- Reporting capabilities that include
 - Process to quantify (testing) participant knowledge capture as a result of program services and Mechanism and system(s) utilized to capture and report.
 - Monthly activity
 - Program participant name (individual)
 - Company participant firm name for each Individual

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- Number of class/training hours provided per course
 - Learning objective
 - Mode of delivery
 - Course description
- Training provider
- Program participant and program firm demographics
 - Gender
 - Ethnicity
 - Firm NAICS/NIGP codes (primary trade type)
 - Number of employees
 - Approximate annual gross revenue
 - Years in business
 - Address/Zip code
 - Number/position of staff participating in TA activity and training
- Participant firm economic impact
- Progress towards performance metrics
- Program participant satisfaction
- Coursework

f. Core Services

Offeror will propose a minimum number of structured, verifiable educational training hours covering **Core Services** informed by the program participant assessment that include **but are not limited to:**

- Access to working capital
- Accounting/Cash-flow analysis
- Addressing payment issues
- Bidding and estimating as a prime contractor/subcontractor
- Statement of Interest development as a prime consultant/subconsultant
- Bonding and insurance
- Business with the State
 - a. Bid Checklist
 - b. Post award compliance/pre NTP
- Certified Payroll
- Job Order Contracting (JOC)
- Obtaining and utilizing certifications
- Preparing to seek financing
- Prequalification - IDOT/CDB/Other
 - The Tollway will allot a specified amount of funds to help defray the cost of obtaining CPA audited financials for qualified program participants for IDOT pre-qualification. The Tollway will structure the funds process and guidelines upon selection of the vendor(s).

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- Project Budgets
- Project Management
- Safety Plans and Field Operations
- Statement of Interest proposal development
- Understanding of:
 - a. Compliance with contract pre-award requirements
 - b. IDOL Labor Laws
 - c. Legal contracting
 - d. PLA/Bargaining agreements
 - Workforce Planning

Offerors should provide a description of the Core Services objectives and plan including a description of the elements and nature of each service, time spent on providing that service for a sample participant firm, and other information. Offeror should include a sample syllabus.

g. Supplemental Services

Offeror will propose innovative and creative **Supplemental Services** – items or courses that add value and complement core services. The structured, verifiable educational training hours will be informed by the program participant assessment and may include but are not limited to:

- Addressing payment issues
- Bid analysis
- Contract walk-thru
- Human Resource Management
- Emerging Technology
- Equipment and Resource needs
- Filing liens
- Marketing

Offerors should provide a description of the Supplemental Services objectives and plan including a description of the elements and nature of each service, time spent on providing that service for a sample participant firm, and other information. Offeror should include a sample syllabus.

h. Coaching Services

Vendor will provide one-on-one Coaching Sessions on topics customized to the program participants needs, activities and business goals. Offerors should describe their plan for Coaching services, elements and nature of coaching activity, time proposed to be spent on coaching, and include coaching in any sample timeline or syllabus.

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i. Additional Services

Offerors are encouraged to propose measurable and innovative services, courses or metrics that will further prepare program participants for bidding opportunities and business growth.

- Services/activities **eligible** for reimbursement:
 - Workshops
 - One-on-one training
 - Cohort training
 - Approved vendor hosted/co-hosted TA focused events
- Services/activities **ineligible** for reimbursement:
 - Private Business to Business meetings or introductions
 - Training of employees outside of Tollway pre-approved/hosted training
 - Prospective bidding information
 - Work that the contractor would otherwise pay a staff person or subcontractor to conduct on an ongoing basis (project management, receivables collection, accounting services, etc. beyond initial set-up); see section D.2.e. Assessment.
 - Selected Offeror's organization activities
 - Offeror must clearly differentiate between the vendor's organization (chamber, association, education institution) activities and TA program activities, e.g. membership meetings, fundraisers, events where vendor is representing vendor organization.

j. Training and Service Delivery

The Tollway recognizes the value of bringing together construction/professional engineering business owners who share commonalities and may facilitate peer learning and networking opportunities amongst each other. Successful proposals shall include a cohort model element as part of the delivery method to provide services. Definitions of the cohort delivery method are found below and Glossary of Terms, Exhibit A.

Offeror shall provide a concise description of the delivery method(s) that will be used to provide the services.

Training Delivery Methods:

- Classroom Learning – Offered in a traditional one-time format or limited-time format of less than six (6) continuous weeks. This may include topic focused workshop series or trainings on a given skill or discipline.
- Cohort Classroom Learning – Offered in a structured continuous format for greater than 6 weeks to a closed group of participants for a set term;
- One-on-one Coaching – Offered as a participant-paced format with an individual subject TA Direct Service Provider or consultant.
- E-Learning – Offered using electronic means to disperse training such as computer-and internet-based courseware. This may be used only **in addition** with other learning modes.
- Blended – Offered as a mix of structured and self-paced formats.
- Other – Provide description.

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k. Personnel and Workspace Requirement

The Vendor will supply a workstation for the use of Illinois Tollway staff. That space will be used as needed by a designated individual provided by the Illinois Tollway tasked with managing all TA program communication. This person will liaise with the Offeror's Technical Assistance program manager to develop an ongoing stream of information regarding events, opportunities, barriers, challenges, activities, success stories and other information regarding the ongoing promotion of the Technical Assistance program. This person will work directly with the Offeror in conjunction with Illinois Tollway staff to support all promotional efforts of the Technical Assistance program.

l. Marketing Requirements

The Tollway has released a new Technical Assistance Toolkit developed to demonstrate the proper use of TA program signage and updated marketing and communication expectations. All TA Vendors, their subcontractors and partners are required to follow the guidance in the Toolkit and outlined below in all marketing and communications activity related to the TA Program.

- 1) Creative – The Illinois Tollway places a high value on its program brand and public marketing. The selected Offeror is expected to coordinate all public relations and marketing work in partnership with the Illinois Tollway. The Illinois Tollway will maintain full creative and media content control over the Technical Assistance program. Templates will be developed and used by the offeror in the promotion of events.
 - a) The promotion of all program events and activities will follow Illinois Tollway branding guidelines.
 - b) All program messaging and information will be developed and initially published by the Illinois Tollway.
 - c) Online promotion and information will entirely originate on Illinois Tollway controlled media channels.
 - d) The Illinois Tollway will develop all collateral materials needed by offeror.

- 2) Offeror expectations – The following are expectations of the offeror.
 - a) Information
 - i. The Offeror will keep the Illinois Tollway informed of all events, trainings, meetings and program progress as information becomes available.
 - ii. The Offeror will initially supply, and throughout the program maintain, lists of business client participants, prospective participants, email, media, and stakeholder lists for the promotion of the program within databases managed the Illinois Tollway.
 - iii. E-mail lists will be supplied and maintained in the Illinois Tollway’s primary stakeholder email engagement database for use in any and all bulk email, correspondence or TA promotion.

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b) Promotion

- i. The Offeror will be expected to proactively promote and distribute Technical Assistance information and requested Illinois Tollway originated content in any preexisting media channels and outreach activities.
- ii. The Offeror will, at the request of the Illinois Tollway, display or promote any information, display advertising or promotional materials at any events or locations related to the Technical Assistance program.
- iii. All content promoted or distributed will be developed by or originate from the Illinois Tollway.
- iv. Retail outreach efforts such as flier distribution and phone calls should be tracked and cataloged when promoting Illinois Tollway-related events.

c) Access

- i. The Illinois Tollway reserves the right to attend and promote any events that relate to the Technical Assistance program.
- ii. In addition, Offerors will make all reasonable accommodations for the Illinois Tollway to use Offeror locations for media events or other opportunities to promote the program.

d) Signage

- i. The Illinois Tollway will assist Offeror in the production and display of Technical Assistance display signage at all Technical Assistance Offeror locations.
- ii. Signage will be required in a visible position near the front door of the location.
- iii. Events held away from primary Offeror facilities will require signage as provided for and specified by the Illinois Tollway.

The Offeror's marketing budget will include payment for all marketing materials subject to the Tollway's review and written approval and may include:

- i. Exhibitor tablecloth
- ii. Outdoor location signage
- iii. Exhibitor pull-up banners

m. Activity Reporting

Vendors must also provide detailed information on the participant firm's activity, methods for monitoring, reporting progress and growth of the participant firm toward goals as well as the resulting economic impact from TA Program funding, including but not limited to:

Monthly, Quarterly and Annual Activity Reports

- Number of program participant applications
- Number of program participant assessments completed
- Number of strategic growth plans developed
- Number of training hours providing **Core Services**
- Number of training hours providing **Supplemental Services**

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- Number of workshops
- Number of workshop attendees
- Number of hours providing One-on-One Coaching
- Number of loans facilitated
- Number of bonds facilitated
- Program participant and program firm demographics
 - Gender
 - Ethnicity
 - Firm NAICS/NIGP codes (primary trade type)
 - Number of employees
 - Approximate annual gross revenue
 - Years in business
 - Address/Zip code
 - Number/position of staff participating in TA activity and training

Participant Firm Bid Activity

- Number of bids submitted on Tollway construction projects – prime/subcontractor
- Number of bids submitted on all other construction projects – prime/subcontractor
- Number of construction contracts awarded on Tollway projects – prime/subcontractor
- Number of construction contracts awarded on all other – prime/subcontractor
- Number of professional service proposals submitted on Tollway projects – prime consultant/subconsultant
- Number of professional service proposals submitted on all other professional engineering projects – prime consultant/subconsultant
- Number of proposals awarded on Tollway projects – prime consultant/subconsultant
- Number of proposals awarded on all other professional engineering projects – prime consultant/subconsultant

Program Participant Reporting – Quarterly/Annually

- Monitor and Report participant progress for a 3-year period towards:
 - Progress towards strategic growth plan tasks
 - Annual business goals and track progress towards growth and sustainability
- Economic Impact-Quarterly/Annually
 - Jobs created
 - Jobs retained
 - Number of Loans/Lines of Credit obtained
 - Dollar amount of Loans/Lines of Credit obtained
 - Number of firms reporting revenue growth
 - Dollar increase of revenue growth

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- Number of bonds obtained
- Dollar amount of bonds obtained
- Certifications obtained
- Number of contracts awarded as prime contractor
- Number of contracts awarded as prime consultant
- Dollar amount of contracts awarded as prime contractor
- Dollar amount of contract awarded as prime consultant
- Number of contracts awarded as subcontractor
- Number of contracts awarded as subconsultant
- Dollar amount of contracts awarded as subcontractor
- Dollar amount of contracts awarded as subconsultant

Program participant information, vendor activity and economic impact supporting documentation will be maintained by the vendor and provided to the Tollway upon request within 48 hours.

Offerors should describe their reporting capacity and experience in the recordkeeping, data management and reporting activities that will be required to submit the required reports and maintain the data necessary to successfully meet and report on all milestones and deliverables for the Technical Assistance Program. A description of existing performance management or recordkeeping software should be included. Sample reporting forms may be included in attachments. Standard reporting forms may, however, be provided for all Vendors.

D.3. MILESTONES AND DELIVERABLES: The following Milestone and Deliverables are detailed for each year per TA Program in the Service Area(s). The selected Offeror will have these, or a similar set of deliverables included in its contract with the Tollway. This will become the primary basis for performance evaluation.

The selected Offeror is wholly responsible for the completion of the Milestones and Deliverables, whether they are delivering the services directly, working as a prime consultant, and/or engaging one or more subconsultants to deliver the services. It is the selected Offeror's responsibility to ensure that its subcontractors deliver the services and meet the Deliverables required of them. **During contract performance** the selected Offeror will be evaluated in two parts:

- Progress towards TA Program Milestones and Deliverables
 - Sections D.1, D.2 and D.3
- Successful program administration
 - Capability/Expertise of Personnel
 - Stability and management of Project Team
 - Capability/Expertise of Subcontractors
 - Quality of Reports – Accuracy of Invoices, Reports, Files and supporting documentation
 - Timeliness of Reports – Accuracy of Invoices, Reports, Files and supporting documentation
 - Responsiveness
 - Cooperation and collaboration with other TA Vendors

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- Cooperation, collaboration and responsiveness to Tollway Staff

The selected vendor(s) will be evaluated to the sole satisfaction of the Tollway. The fulfillment of the services and duties as described in this solicitation shall be performed with standards of professional care, skill and diligence as normally exercised by professional firms and individuals with respect to similar services.

In the event of challenges with the selected vendor(s) fulfilling the services and duties described in this solicitation:

- In the first instance of specific performance issues, the issues shall be discussed and a written plan of improvement will be implemented.
- Upon subsequent performance issues, the Tollway reserves the right to suspend or terminate the contract.

Offerors are asked to provide a narrative that describes how they will work to achieve these milestones and deliverables, and complete the Annual and Quarterly Deliverables chart in this section.

In subsequent or renewal years of the contract, the Tollway may negotiate subsequent milestones and deliverables for this and subsequent program years.

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First Year Operational Milestones

| | Start date | End date | Estimated Hours | Activities/Key Tasks Completed | Tollway Required Completion Date (in Quarters after contract start date) |
|-------------------|-------------------|-----------------|------------------------|--|---|
| Start-Up Phase | | | | Program Branding Marketing Plan Recruitment Plan per location | First Quarter |
| | | | | Submittal of final agreements of all partner/subcontractors | |
| Pre-Service Phase | | | | Curriculum/Training materials Review & Approval by Tollway | |
| | | | | Marketing and Recruitment Plan | |
| | | | | Kick-off event per location | |
| Service Phase | | | | Quarterly Reports | Ongoing |
| | | | | Annual Reports | |

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Annual Deliverables for Technical Assistance Vendors (Reported Quarterly)

| | Minimum Tollway Performance Standard Expectation Areas 5, 6, 7, 8 and 9 (see Exhibit A map) | | | Minimum Tollway Performance Standard Expectation Areas 1, 2, 3 and 4 (see Exhibit A map) | | | Offeror's Targets for the Service Area Proposed in this Submission | | |
|---|---|----|----|--|----|----|--|----|----|
| | Y1 | Y2 | Y3 | Y1 | Y2 | Y3 | Y1 | Y2 | Y3 |
| Number of program participants serviced | 30 | 40 | 50 | 15 | 20 | 25 | | | |
| Number of construction bids <u>submitted</u> * as a prime/subcontractor - Tollway | Prime | 30 | | Prime | 10 | | Prime | | |
| | Sub | 40 | | Sub | 20 | | Sub | | |
| Number of construction contracts <u>awarded</u> * as a prime/subcontractor - Tollway | Prime | 10 | | Prime | 5 | | Prime | | |
| | Sub | 20 | | Sub | 10 | | Sub | | |
| Number of construction bids <u>submitted</u> * (per contract) as a prime/subcontractor – Non-Tollway | N/A | | | N/A | | | Prime/subcontractor - Report quarterly | | |
| Number of construction bids <u>awarded</u> * (per contract) as a prime/subcontractor – Non-Tollway | N/A | | | N/A | | | Prime/subcontractor - Report quarterly | | |
| Number of Professional Services proposals <u>submitted</u> * as a prime/subconsultant - Tollway | Prime | 10 | | Prime | 10 | | Prime | | |
| | Sub | 3 | | Sub | 3 | | Sub | | |

* Deliverable dependent on number and size of Tollway contracts advertised. Deliverable may be adjusted upon negotiation between the Tollway and the selected vendor.

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| | Minimum Tollway Performance Standard Expectation Areas 5, 6, 7, 8 and 9 (see Exhibit A map) | | Minimum Tollway Performance Standard Expectation Areas 1, 2, 3 and 4 (see Exhibit A map) | | Offeror's Targets for the Service Area Proposed in this Submission | |
|---|---|---|--|---|--|--|
| | Prime | | Prime | | Prime | |
| Number of Professional Services proposals <u>awarded</u> * (per item) as a prime/subconsultant - Tollway | Prime | 6 | Prime | 6 | Prime | |
| | Sub | 2 | Sub | 2 | Sub | |
| Number of Professional Services proposals <u>submitted</u> * (per item) as a prime/subconsultant – Non-Tollway | N/A | | N/A | | Prime/subcontractor - Report quarterly | |
| Number of Professional Services proposals <u>awarded</u> * (per item) as a prime/subconsultant – Non-Tollway | N/A | | N/A | | Prime/subcontractor - Report quarterly | |
| Number of Certifications or Credentials Achieved by or on behalf of Participant firms | 30 | | 30 | | | |
| Partnership for Growth <u>Protégé</u> approved by Tollway | 10 | | 5 | | | |
| Number of Jobs created | 100 | | 50 | | | |
| New bonding capacity obtained (number of firms) | 15 | | 5 | | | |
| Increase in bonding capacity (in dollars) | 25% from program start | | 25% from program start | | | |
| New Loans/Lines of Credit obtained (in dollars) | 15 | | 3 | | | |
| Revenue Growth (number of firms) | 60% of program participants | | 60% of program participants | | | |
| Revenue Growth (in dollars) | \$5,000,000 (aggregate) | | \$2,00,000 (aggregate) | | | |

Quarterly Deliverables

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| | Areas 5, 6, 7, 8 and 9 (see Exhibit A map) | Areas 1, 2, 3 and 4 (see Exhibit A map) | Offeror's Targets |
|------------------------------------|---|--|--------------------------|
| Outreach events hosted | 6 | 4 | |
| Participant firm's success stories | 20 | 15 | |

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D.4. OFFEROR / STAFF SPECIFICATIONS: Offeror Experience and Qualifications

Offerors are expected to possess the following experience and qualifications and demonstrate these in detail in their proposal narrative:

- a. A concise description of your organization including mission and vision statements. Describe the relevant experience of the organization and subcontracts within the past five years in providing business development services/education/training. Describe any special qualification or expertise that may distinguish the entity's methodology and services from other agencies.
- b. Narrative of firm history on meeting BEP and VOSB/SDVOSBE goals on contracts with government or other private firms. Point are bases on narrative alone. Tollway contracts are not preferred and do not factor into the evaluation or points.
- c. Description of your organization's knowledge of the specified geographic area (the Tollway's service area), and familiarity with business organizations, community-based organizations and faith-based organizations operating within the Tollway service area.
- d. Description of all the proposed subcontractors, briefly explaining and attaching supporting documentation for all.
 1. State the roles and responsibilities of each entity;
 2. Describe the expertise and experience of each entity;
 3. Provide a rationale for their participation in the program;
 4. Identify the percentage of time program subcontractors and key program personnel will perform on this contract.
 5. Identify the percentage of the contract to be performed for each program subcontractor.
- e. A summary of partnerships and productive relationships with local institutions, advocacy and policy organizations and other persons or organizations whose cooperation and assistance will contribute to the successful performance of this contract. These are in addition to subcontractors listed above.
 - i. For each partnership and program subcontractor, provide a letter of support from the partner entity on organization's letterhead stating the relationship and current commitment to work on this project.
 1. Resumes will not be accepted in lieu of the letter of support.
 2. References will not be accepted in lieu of the letter of support.
- f. Five-year history of providing business services and track record of achievement within the small business community proposed.
- g. Five years of documented successful administration of a business development program. Offeror's should describe the unique value and skills they, their team and their approach bring to the TA program that will contribute to the Tollway's commitment to greater inclusion of small and diverse businesses in Tollway opportunities.
- h. Describe the experience and capability of the Offeror and proposed Key Program Personnel within the construction and professional engineering industries and business development field.
- i. Describe the experience and capability of the Offeror and proposed Key Program Personnel in the development of training materials/course syllabi and training topics. Offeror should attach relevant curricula or syllabi as evidence of this experience and expertise.

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- j. Describe the experience and capability of the Offeror and proposed Key Program Personnel in the provision of e-Learning and other virtual methods of service delivery. Offeror should attach relevant curricula or syllabi as evidence of this experience and expertise
- k. Describe the experience of the Offeror and proposed Key Program Personnel in providing direct training to both business groups and individuals.
- l. Describe the experience of the Offeror and proposed Key Program Personnel in supporting businesses in securing the type of certifications or credentials and capacity that contractors and professional services consultants will need to be successful and ready to compete. Provide information on how many times you have supported businesses in securing each certification, credential or capacity described.
- m. Describe the experience and capacity of the Offeror and proposed Key Program Personnel to track, monitor and report the entity's activity and performance towards programmatic, fiscal and administrative goals and provide monthly, quarterly, annual and other interim or as-needed reports to the Tollway to monitor progress towards milestones.
- n. Financial ability to carry out the scope of services of the RFP for no less than 60 days by providing current and past three years of financial data (audited statement not required).
- o. Proposed Staffing Plan (Exhibit B) with demonstrated experience in provide training and educational service of Core and Supplemental Services. These positions are subject to approval by the Tollway if they change during contract performance. Positions at a minimum shall include:
 - 1. Program Administrator – Responsible for compliance with contract; budget/invoicing; overall program oversight.
 - 2. Program Manager – Responsible for day-day operations; reporting; participant engagement and satisfaction; outreach and recruitment; marketing contact; primary contact with Tollway staff.
 - 3. TA Direct Service Provider(s) – Responsible for providing education and assistance to program participants in the Core and Supplemental Services; provide one-on-one coaching.
 - 4. Specialty Consultant(s) – Responsible for providing education and training in specialty areas such as legal – contract education, accounting – statements, forecasting, safety plans, bonding preparation, statement of interest development, prequalification preparation, marketing – promotion.
 - 5. Administrative Assistant – Responsible for providing administration support to staff; answering phones, research, scheduling, generate reports, maintain TA Program records, etc.;
- p. Organization Chart of Staffing Plan
- q. Availability of Key Program Personnel (Exhibit C)

D.5. TRANSPORTATION AND DELIVERY TERMS N/A

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D.6. SUBCONTRACTING

- D.6.1. Subcontractors **are** allowed. A Subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract. If Subcontractors are to be utilized, Offeror must identify Subcontractors expected to receive \$50,000 or more annually under the contract and disclose the expected amount of money each will receive in the Subcontractor Disclosure form found in Section 3 Part I.
- D.6.2. **Mark-up on a subcontractor's invoice or rate by the prime contractor is not allowed.**
- D.6.3. **Payments to contractors will be verified using the B2G Compliance system.**
- D.6.4. 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.6.5. Any subcontracts entered into prior to award of the contract are done at the sole risk of the Offeror and Subcontractor(s).

D.7. SERVICE LOCATIONS AND FACILITIES: WHERE SERVICES ARE TO BE PERFORMED

- D.7.1. 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.7.2. 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.7.3. Describe the physical facilities to be used to house all aspects of the program. Identify addresses, total square footage of the site, capacity to provide e-learning services, if offered, accessibility via distinct methods of transportation (public transit, highway accessibility, etc.) and accessibility to persons with disabilities and any and all equipment or resources.
- D.7.4. Location where services will be performed: [REDACTED]
- D.7.5. Percentage of contract of services performed at this location (please do not use a dollar amount):
[REDACTED]

D.8. OFFEROR'S PROPOSED SOLUTION TO MEET THE STATE'S REQUIREMENTS

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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 (full proposal package) 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.

Offerors will follow the instructions in **Section C; Packet 1**, using that as a Requirement to organize the proposal. Section C, Packet 1 must be included with the proposal with all elements checked off to confirm they are included. Complete proposals must include the full set of Packets as outlined in Section C. Within Packet 1: Specifications / Qualifications / Statement of Work, the Narrative response or Scope of Work, the following shall be submitted using "**Tab**" identifiers as listed below.

The Offeror shall tab and title the sections of their Narrative 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 on the organization's letterhead and provide an overview of the services it is offering including all of the following information:

- a. An overview of the organization's qualifications including number of years it has successfully administered /managed services similar to those outlined in this RFP and in work and service areas similar to this solicitation.
- b. A concise description of its proposed service delivery model;
- c. The process to assess participant knowledge, identify gaps in knowledge and ready to compete:
 1. Provide examples of its assessment tool/process to be utilized;

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2. Describe how this assessment is customized to identify the business needs the participant;
 - d. A detailed understanding and plan for delivering services resulting in increasing the potential of firms growing, competing and participating on Tollway and other capacity-building contracts;
 - e. Identify the learning mode(s) to be employed to address the business needs as shown in D.2
 - f. Statements that demonstrate that the Offeror understands the services as specified in the Section D.1., D.2, and D.3. of 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. The Offeror shall list the level and quality of resources that may be leveraged for delivery of training or that may provide efficiencies in the operation of the program i.e. computer reporting systems; in-kind office space; in-kind office space; donated goods; volunteers.

Tab 5 – Supplies and Services Required: The entirety of content in Section D.2., D.3 and D.7, above (the narrative proposal or scope of work), should be submitted under Tab 5. This includes Direct Services to Client/Participant Firms AND Technical Approach/Methodology: Requirement Traceability Matrix and other narrative items.

The Offeror shall provide complete and detailed responses to the elements outlined in Section D.2, above, including responses to all of the narrative items and questions within that section.

The Offeror shall provide the Offeror’s Response outlining the RFP requirements and the Offeror’s proposed solution. 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. A response such as, “We will meet or exceed the requirements” without the requested details of how the requirement will be met or exceeded shall not be an acceptable response, will be considered less responsive and will result in a lower score.

Tab 6 - Offeror/Staff Specifications: The Offeror shall provide complete and detailed responses to the elements outlined in Section D.4, above, including responses to all of the narrative items and questions within that section. 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

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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, Syllabi, Sample Reports, and Other Pertinent Information (i.e.: Licenses, Certifications, Charts, Exceptions, etc.)

**Include Responses to All Topics and Elements of Part D
and all related attachments in Packet 1**

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PRICING

SECTION 2.

E. PRICING

E.1. FORMAT OF PRICING:

The TA Program is a reimbursement program; the selected Offeror pays for expenses incurred through delivering services of the TA Program and then submits monthly invoices for reimbursement. Offerors must have funds on hand to account for monthly invoicing with net 60 days payment from the point of invoice and support paperwork approval.

E.1.1. Funds for mobilization are not part of this solicitation.

E.1.2. **Mark up on a subcontractor's invoice or rate by the prime contractor is not allowed.**

E.1.3. Offeror shall submit pricing for each TA Service Area in the format attached in Exhibit D Pricing Sheet, 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. Offerors can bid on one, all, or any combination of areas; however, an Offeror will be required to submit a separate proposal for each desired area and to perform all services within the area.

E.1.4. Pricing shall be submitted in the following format: Please see Exhibit D Pricing Sheet for each TA Service Area.

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 allowed.

E.3.1. All non-travel direct costs

E.3.1.1. Must be fully supported by receipts that include date of service and description.

E.3.1.2 Must include in the invoice proof of advance Tollway Project Manager approval (copy of email, etc.) for the expense

E.3.2. Allowable direct costs

E.3.2.1. Travel Policy

E.3.2.1.1. Mileage will be billed at the current State mileage rate, currently based on Federal General Services Administration rates, pursuant to 80 Ill. Admin. Code Sections 3000.300(f)(2) and 2800 Appendix A, as updated and published by the State.

E.3.2.1.2. Event parking may be billed with receipt for events directly related to this work.

E.3.2.1.3. Commute hours and time are not allowable expenses

E.3.2.1.4. All billable miles and time are measured from the typical location of work

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- E.3.2.1.4.1. The typical location of work is the office location where the staff person reports for work the majority of their time. This location shall be identified at the start of the contract.
- E.3.2.1.4.2. Travel – both time and mileage - required in the course of normal business from that standard location can be billed
- E.3.2.1.4.3. Travel directly to a non-standard location must have both standard commute mileage and standard commute time subtracted from the total mileage for that trip.
 - E.3.2.1.4.3.1. Sample 1: non-standard location is closer to home than driving to standard work location – no mileage is charged.
 - E.3.2.1.4.3.2. Example 2: non-standard location is 50 miles from home and the staff person needs to be there at 8 am, with a 1.25 hour drive due to heavy traffic. The standard work location is 20 miles and 0.5 hours from home. Therefore, 30 miles and 0.75 hours are allowable charges for mileage and time.
- E.1.1.1. Travel costs must be supported by a travel log and match up with Time Records.

- E.4. DISCOUNT:** The State may receive a [REDACTED] % discount for payment within [REDACTED] 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: _____

 - 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: **No price increase shall be allowed for any renewal term(s).**

 - 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 **3 years**. 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): **2 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.

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.

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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.

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.

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- 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. Mark up on a subcontractor's invoice or rate by the prime contractor is not allowed.
- 2.6.2. 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.
- 2.6.3. Vendor behavior and work ethic:
- 2.6.3.1. Daily time records with work description are required.
- 2.6.3.2. Staff must review and sign time records.
- 2.6.3.3. Only hours worked for this assignment may be invoiced.
- 2.6.3.3.1. Activities including vacation, sick time, training, etc. may not be invoiced.
- 2.6.3.3.2. Specifically, fundraisers, non-Tollway training and other such events are not billable.
- 2.6.4. Invoicing
- 2.6.4.1. Basic format/template will be provided by the Tollway:
- 2.6.4.1.1. Summary page with all fully loaded actual direct labor and actual direct costs totaled and compared to the budget
- 2.6.4.1.2. Narrative description of work performed
- 2.6.4.1.3. Direct Labor Cost Summary which shows Actual Pay Rate, Actual Hours Worked, and total for the Period for each employee.
- 2.6.4.1.4. Daily Time Records showing work performed and hours worked.
- 2.6.4.1.4.1. If more than one task is performed on a given day, time records should show hours worked by task.
- 2.6.4.1.4.2. Time Records must be signed by the employee.
- 2.6.4.1.4.3. The time records submitted must represent the actual date worked and hours spent.
- 2.6.4.2. Time charged per person:
- 2.6.4.2.1. No premium overtime may be charged to the Tollway
- 2.6.4.2.2. Typically, no more than 40 hours per week may be billed for any person. Exceptions to this may include preparation, attendance and follow-up for agency events, time adjustment due to vacation, sickness, personal issues, etc.
- 2.6.4.3. Certified Payroll:
- 2.6.4.3.1. A certified payroll must be run, certified by the consultant or subconsultant and filed for each employee:
- 2.6.4.3.1.1. At the start of the contract,
- 2.6.4.3.1.2. during each January thereafter,
- 2.6.4.3.1.3. anytime a change in payrate is made,
- 2.6.4.3.2. This certified payroll:

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2.6.4.3.2.1. Must be kept by the prime vendor for the prime firm and any subconsultants in the invoicing file for this project

2.6.4.3.2.2. Must be produced within 24 hours of request by the Tollway.

2.6.4.3.2.3. Is not required for any prime or subconsultant that is a sole proprietor.

2.6.4.3.2.4. This form will be used to ensure workers on this contract are paid in accordance with amount billed for that person.

2.6.4.4. Invoices should be submitted monthly to the Tollway and before the end of the month following the invoice period.

2.6.4.4.1. The Tollway cannot guarantee the processing time for any invoice.

2.6.4.4.2. An invoice cannot be fully processed until review and approval of the Tollway Project Manager, including answering of all questions by the prime and receipts of required revisions for that approval.

2.6.4.4.3. The completion and submission of the monthly invoice is the sole responsibility of the prime vendor.

2.6.4.4.4. All invoicing requirements for the prime are also required of each subconsultant.

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. Mark up on a Subcontractor's invoice or rate by the prime contractor is not allowed. 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 to 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 from the later of the date of final payment under this contract or completion of the contract, and by the Subcontractor(s) for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its Subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief

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

- 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.

STATE OF ILLINOIS
STANDARD TERMS AND CONDITIONS

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. Contractor shall maintain Professional Liability covering any damages caused by an error, omission or any negligent acts.

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

1. Commercial General Liability: limits of liability of not less than \$1,000,000 each occurrence for bodily injury, personal injury, and property damage and \$2,000,000 general aggregate, and \$2,000,000 products/completed operations aggregate.
2. Automobile Liability: limit of liability of not less than \$1,000,000 combined single limit per accident for bodily injury and property damage each accident.
3. Workers Compensation and Employers' Liability: Workers Compensation providing statutory benefits, and Employers' Liability of not less than \$1,000,000 each accident, \$1,000,000 disease each employee, and \$1,000,000 disease policy limit, including voluntary compensation.
4. Professional Liability: Limits of not less than \$1,000,000.

STATE OF ILLINOIS

STANDARD TERMS AND CONDITIONS

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.

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 venture 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.
- 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).

STATE OF ILLINOIS
STANDARD TERMS AND CONDITIONS

- 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.
- 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.

STATE OF ILLINOIS
STANDARD TERMS AND CONDITIONS

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: 20-557THA-DIVER-B-10966.), 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.” |
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| | 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)

STATE OF ILLINOIS
STATE SUPPLEMENTAL PROVISIONS

- 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:

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:

STATE OF ILLINOIS STATE SUPPLEMENTAL PROVISIONS

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;
- 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.

STATE OF ILLINOIS
STATE SUPPLEMENTAL PROVISIONS

- 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.

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 65%.

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 (Please refer to Section A.20 for details) 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]