

FORM 1

INFORMATION ABOUT MAJOR PARTICIPANTS AND IDENTIFIED SUBCONTRACTORS

Indicate which prequalifications listed in Section 4.1.1 (*Service Prequalification Requirements*) of the ITP will be met by each Major Participant and subcontractor. Capitalized terms not otherwise defined herein shall have the meaning set forth for each such term in the RFP.

Proposer Name: _____

Major Participant and role Contact information (email and telephone number)	Office Address	Prequalification(s)
Identified Subcontractor(s), subconsultants and role Contact information (email and telephone number)	Office Address	Prequalification(s)

Add additional sheet(s) as necessary.

Proposer Signature and Date:

FORM 2

STIPEND AGREEMENT

CONTRACT NO. RR-23-4920R

Illinois Tollway

«Proposer»

STIPEND agreement

FOR DESIGN-BUILD PROJECT PROPOSAL SUBMISSION

The Illinois Tollway and «PROPOSER» (Proposer), of «ADDRESS».

Key Definitions:

Project: <<PROJDESC>>

Work Product: Any and all work product contained in the Technical Proposal for the Project or generated by or on behalf of, and submitted by, Proposer in connection with developing its Technical Proposal, including technologies, techniques, methods, processes, drawings, reports, plans, specifications, information, documents, concepts (including ATCs submitted but not included in Proposal), ideas, data and information gathered and reports prepared from surveys or site investigations by or on behalf of Proposer, and other materials in the Technical Proposal.

Proprietary Item(s): An item contained in the Work Product Proposer submitted to the Illinois Tollway that has a patent, trademark, service mark, and/or copyright held by Proposer, which Proposer identified for the Illinois Tollway.

Recitals:

The Illinois Tollway may award Design-Build contracts using a process that includes shortlisting Proposers and permitting such Shortlisted Proposers to develop and submit Proposals. In addition, the Illinois Tollway may pay a Stipend to each Shortlisted Proposer who provides a responsive but unsuccessful Administrative Proposal, Technical Proposal and Price Proposal in accordance with the Innovations for Transportation Infrastructure Act, 630 ILCS 10/1, et seq. If the Shortlisted Proposer is deemed non-responsive or if the Illinois Tollway determines that a submittal fails to comply with terms and guidance established by the Illinois Tollway, the Shortlisted Proposer shall not be eligible to receive a Stipend.

Consistent with the foregoing, a Proposer must submit a responsive Proposal to be eligible to receive a Stipend. A “responsive” Proposal means a Proposal submitted by a Proposer that conforms in all material respects to the requirements of the Illinois Tollway’s RFP for the Project listed in Section 5.2.1 (Responsiveness) of the ITP and is deemed responsive by the Illinois Tollway in accordance with Section 5.2.2 (Deficiency Review). The RFP is incorporated herein by reference. Payment of the Stipend is contingent on the Proposer being shortlisted, having submitted a responsive Proposal for the Project, and having submitted a Proposal that complies with terms and guidance established by the Illinois Tollway; and the Illinois Tollway’s award of the contract for the Project to another Proposer or decision not to award the contract for the Project to any Proposer.

Proposer wishes to receive the Stipend in exchange for granting the Illinois Tollway the right to use the Work Product submitted by Proposer. Capitalized terms not otherwise defined herein shall have the meaning set forth for each such term in the RFP.

The parties agree that:

In exchange for the consideration provided herein, Proposer agrees that the Illinois Tollway may use Proposer’s Work Product without any obligation to pay additional compensation to Proposer. To claim the Stipend, Proposer must sign this Stipend Agreement and deliver it to the Illinois Tollway in accordance with the Instructions to Proposers included in the RFP.

The Illinois Tollway will pay Proposer a lump sum amount of no more than [insert amount] for the unlimited use of its Work Product. Proposer agrees that such payment represents payment in full for the unlimited use of its Work Product. No Stipend shall be payable if the Illinois Tollway cancels the procurement prior to the Proposal Due Date outlined in Section 2 (*Procurement Schedule*) of the ITP. Proposer must submit Form 2 and its Proposal by the Proposal Due Date outlined in Section 2 (*Procurement Schedule*) of the ITP to receive the Stipend in accordance with the conditions of payment below.

If the Illinois Tollway cancels the procurement after the Proposal Due Date but before execution of the Contract, and all other conditions for payment of the stipend have been met, the Proposer will be eligible for the stipend, and the Illinois Tollway will pay the stipend in accordance with the conditions for payment set forth herein.

Conditions for Payment

The Illinois Tollway will make payment to Proposer after the Contract for the Project is awarded or after the Illinois Tollway determines that a Contract for the Project will not be awarded to any Proposer and Proposer has delivered to the Illinois Tollway (a) all Work Product Proposer developed for the Project, and (b) an executed irrevocable transfer of rights and full release of all claims against the Illinois Tollway, in the form attached to this Stipend Agreement as Attachment 1. Regardless of its costs, Proposer will not be entitled to compensation in excess of the Stipend amount set forth above.

Proposer agrees that no Stipend shall be payable if (a) the Illinois Tollway cancels the procurement of the Project prior to the Proposal Due Date in Section 2 (*Procurement Schedule*) of the ITP, as such deadline may be extended, (b) Proposer withdraws from the procurement at any time prior to the Proposal Due Date or fails to submit a Proposal, (c) the Proposal is submitted after the Proposal Due Date or is submitted by such deadline but determined by the Illinois Tollway to be non-responsive, or (d) Proposer has not fully complied with terms and guidance established by the Illinois Tollway or the conditions of this Stipend Agreement, including delivery to the Illinois Tollway of the documentation required in Section 4 (*Proposal Requirements*) of the ITP.

Proposer retains ownership of any Proprietary Item(s) contained in its Proposal for the Project. However, Proposer grants the Illinois Tollway a perpetual, irrevocable, royalty-free right and license to use the Proprietary Item(s) contained in the Proposal. In exchange for Proposer receiving the above referenced Stipend amount, Proposer agrees that the documents included in Proposer's Work product, excluding any Proprietary Item(s) shall be the property of the Illinois Tollway.

Payment under this Stipend Agreement shall be processed, in the Illinois Tollway's discretion, by physical check or other payment method.

The benefit of and rights pursuant to this Stipend Agreement enure solely and exclusively to the Proposer that executes this Agreement. There are no third-party beneficiaries to this Stipend Agreement.

Proposer agrees that it will indemnify, defend, and hold harmless the Illinois Tollway, its board members, officers, agents, representatives, and employees from any claim, loss, damage, cost, judgment, fee, penalty, charge, or expenses (including attorneys' fees and costs) arising out of, whether directly or indirectly, any acts, omissions or breach by Proposer, its agents, representatives, employees, contractors or subcontractors during the procurement process to which this Stipend Agreement relates. Notwithstanding the foregoing, neither Proposer nor any of its contractors will be liable under this section for damages arising out of injury or damage to persons or property that is directly caused by or resulting from the sole negligence of the Illinois Tollway or any of its board members, officers, agents, representatives, or employees. Only a final and non-appealable adjudication or judgment specifically finding the Illinois Tollway solely negligent shall excuse Proposer's obligation to indemnify the Illinois Tollway pursuant to this provision.

Proposer's obligation to indemnify, defend and pay for the Illinois Tollway's defense of any claim, loss, damage, cost, judgment, fee, penalty, charge, or expenses (including attorneys' fees and costs) pursuant to the above provision or, at the Illinois Tollway's option, to participate and associate in the Illinois Tollway's defense thereof, shall be triggered by the Illinois Tollway's notifying Proposer of its duty to indemnify and defend the Illinois Tollway or Proposer's knowledge of the existence of a claim, loss, damage, cost, judgment, fee, penalty, charge, or expenses (including attorneys' fees and costs) subject to indemnification. Proposer also shall pay all costs and fees relating to the Illinois Tollway's enforcement of the foregoing or this Stipend Agreement. Defense counsel retained by Proposer to defend the Illinois Tollway shall be subject to approval of the Illinois Attorney General.

Any changes to this Stipend Agreement will be effective only if set forth in a written amendment to this Stipend Agreement executed by the parties.

Proposer certifies that it has complied with all applicable state and local laws, ordinances, rules, and regulations in the performance of and in relation to this Stipend Agreement.

This Stipend Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to conflict of laws principles.

In case of any discrepancies between the body of this Stipend Agreement and any exhibits hereto, the body of this Stipend Agreement will govern.

This Stipend Agreement will take effect following execution by the duly authorized representatives of Proposer and the Illinois Tollway and approval by the Illinois Tollway’s Board of Directors.

«PROPOSER»

By: _____

Authorized Signer

Date: _____

ILLINOIS TOLLWAY

By: _____

for Department Director

Approved as to Form and Constitutionality

Assistant Attorney General

Date: _____

Attachment 1 to Stipend Agreement**WORK PRODUCT TRANSFER OF RIGHTS AND RELEASE OF CLAIMS**

The undersigned Proposer certifies and agrees on behalf of itself, its Major Participants, and all other members of the Proposer team, as follows:

1. Proposer has reviewed and understands the provisions set forth in this Work Product Transfer of Rights and Release of Claims form and expressly agrees to be bound by the provisions set forth herein.
2. Proposer has received and agreed to an offer from The Illinois State Toll Highway Authority (“Illinois Tollway”) for payment, under certain circumstances and subject to the terms and conditions set forth in the Stipend Agreement between the Illinois Tollway and Proposer and in the Instructions to Proposals issued by the Illinois Tollway on [insert date] (as amended, “ITP”), of a stipend respecting the procurement of a Design-Build Agreement for the [insert project name] in the amount set forth in Section 3.9.5 (Acceptance of Stipends and Use of ATCs) of the ITP.
3. The materials, data, documents and information that Proposer delivered to the Illinois Tollway on or prior to the date hereof constitute Proposer’s complete and entire Work Product, as defined in the Stipend Agreement.
4. Proposer is eligible to receive the total amount available for a stipend from the Illinois Tollway for the Work Product received by the Illinois Tollway pursuant to the Stipend Agreement and the ITP.
5. Upon Proposer’s submission of the Stipend Agreement and this Attachment, Proposer and all its Major Participants, and all other members of the Proposer’s team:
 - (a) transfer all right, title and interest in and to the Work Product to the Illinois Tollway, except Work Product that consists of Proprietary Items, and agree that they shall promptly execute any additional documents that may be necessary to effectuate such transfer; and
 - (b) fully, unconditionally and irrevocably release and waive all claims against the Illinois Tollway arising out of or relating to the Illinois Tollway’s use of the Work Product, except Work Product that consists of Proprietary Items.
6. Upon Proposer’s submission of the Stipend Agreement and this Attachment, the Illinois Tollway shall have all right, title and interest in and to, and be entitled to use, all the Work Product (except Work Product that consists of Proprietary Items), without any further compensation or consideration to Proposer and for any purpose the Illinois Tollway chooses. The use of any Work Product by the Illinois Tollway is at the sole discretion of the Illinois Tollway.

Capitalized terms used, but not defined, herein shall have the meanings ascribed in the ITP.

Date: _____

Proposer: _____

Signature: _____

Name: _____

Title: _____

FORM 3

CONTRACT BOND AGREEMENT

This Contract Bond Agreement (the “Agreement”) is entered into in accordance with Section 11 (*Bonds*) of the Design-Build Contract.

Capitalized terms not otherwise defined herein shall have the meaning set forth for each such term in the RFP and the Contract Documents. The Design-Builder shall simultaneously herewith furnish and deliver to the Authority a Performance Bond, agreeing to perform the work in accordance with all of the provisions of the Contract, as in said Performance Bond provided, and a Payment Bond, agreeing to pay not less than prevailing wages for the Work to be performed in accordance with the Contract and the laws of the State of Illinois and agreeing to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery and transportation with respect thereto, as in said Payment Bond provided, each dated the same date as this Agreement, in the forms prescribed by the Illinois Tollway, and each in an amount equal to the contract price with a corporate Surety or Sureties acceptable to the Illinois Tollway authorized to do business in the State of Illinois.

The Design-Builder agrees that said Bonds shall be maintained in full force and effect until Final Acceptance of the work by the Illinois Tollway and thereafter, shall provide a bond against defective work in accordance with Section 24.5.4 (*Bond Against Defective Work*) for a period of one (1) year. The Design-Builder agrees and will cause the Surety to agree to be bound by each and every provision of all of the Contract Documents.

DEFINITIONS

As used in this Agreement, the terms set forth shall have the meanings attributed to them in the Illinois Tollway Supplemental Specifications for the Illinois Tollway issued by the Illinois Tollway.

TIME OF PERFORMANCE AND CONTRACT BOND AGREEMENT END DATE

The duration of this Contract Bond Agreement shall commence with the Executive Director’s signature and shall continue until the Final Acceptance Deadline stated in Section 4.3 (*Completion Deadline(s)*) of Book 1 or as extended in accordance with the Contract, and an additional one (1) year.

LIABILITY OF JOINT VENTURE

In the event the successful Design-Builder of this Contract is a Joint Venture, then each individual, partnership, or corporation comprising such Joint Venture, shall be individually, personally, severally and jointly liable and responsible, financially, legally, and in all other respects, for the full and proper performance of each and every provision and requirement of this Contract, notwithstanding any arrangement, understanding or agreement to the contrary, if any, whether disclosed to the Illinois Tollway or not, entered into by and between the individual, partnership, Joint Venture, or corporation comprising such Joint Venture.

PERFORMANCE OF THE WORK

The Design-Builder shall perform all work under the direct supervision, and to the satisfaction of the Construction Manager. The Construction Manager shall decide all questions which arise as to the quality and acceptability of work performed, manner of performance, rate of progress of the work and interpretation of the specifications, and the Construction Manager’s decision shall be final.

Any dispute between the Construction Manager and the Design-Builder with respect to any matter shall be decided by the Chief Engineering Officer of the Illinois Tollway and their decision shall be final.

In the event that the quantity of any item of Work as given in the Price Proposal shall be greater or less than estimated, payment shall be made in accordance with Article 16 and Article 17 of Book 1.

Notwithstanding anything contained in this Contract, all payments to be made pursuant to this Contract shall be subject to approval by the Chief Engineering Officer.

CONSIDERATION

The Illinois Tollway shall pay the Design-Builder for the performance of the Work, subject to any additions or deductions therein as provided for in the specifications, in current funds, at the prices for the respective items of Work shown in the Proposal. Payments are to be made to the Design-Builder in accordance with and subject to the provisions of the Contract Documents.

ASSIGNMENT

This contract may not be assigned, transferred in whole or in part by the Proposer without prior written consent of the Illinois Tollway.

COVENANT AGAINST CONTINGENT FEES

The Design-Builder warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Design-Builder for the purpose of securing business. For breach or violation of this warranty, the Illinois Tollway shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

COMPROLLER REQUIREMENTS FOR CONTRACTS

Design-Builder and all subcontractors under this contract agrees to maintain books and records related to the performance of the contract and necessary to support amounts charged to the State under the contract for a minimum of five (5) years from the last action on the contract. Design-Builder further agrees to cooperate fully with any audit and to make the books and records available to the Auditor General, Chief Procurement Officer, Internal Auditor, Inspector General, and the Purchasing Agency.

The State requires a fee of \$15 to cover expenses related to the administration of the Minority Design-Builder Opportunity Initiative. Any Design-Builder awarded a contract under Section 20-10, 20-15, 20- 25 or 20-30 of the Illinois Procurement Code, 30 ILCS 500/1, et seq., of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Proposer under the contract and deposit the fee in the Comptroller's Administrative Fund.

FREEDOM OF INFORMATION ACT

This Contract and all related public records maintained by, provided to or required to be provided to the Illinois Tollway are subject to the Illinois Freedom of Information Act, 5 ILCS 140/1, et seq., notwithstanding any provision to the contrary that may be found in this contract.

GOVERNING LAW; EXCLUSIVE JURISDICTION

This Agreement, and all the rights and duties of the parties arising from or relating in any way to the subject matter of this Agreement or the transaction(s) contemplated by it, shall be governed by, construed and enforced only in accordance with the laws of the United States and the State of Illinois (excluding any conflict of laws principles). Any suit or proceeding relating to this Agreement, including arbitration proceedings, shall be brought exclusively in the Circuit Court of DuPage County, Illinois and the United States District Court for the Northern District of Illinois, Eastern Division.

Notices or documents to be given or delivered shall be deemed given or delivered if delivered personally or by registered or certified mail to the Design-Builder at:

or to the Illinois Tollway at 2700 Ogden Avenue, Downers Grove, Illinois, 60515. Either party may change the place to which notices hereunder may be addressed, by written notice to the other party from time to time or at any time.

Addendum, if any, referred to on Page P-1 hereof, and attached hereto, is a part of this Agreement as if fully set forth hereon.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.*

Agreed By:

President	Date
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Printed Name as Signed Above

ATTEST:

Secretary	(Seal)
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Printed Name as Signed Above

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

APPROVED:

Cassandra Rouse, Chair/, Executive Director	Date
---------------------------------------------	------

APPROVED:

Cathy Williams, Chief Financial Officer

Date

APPROVED:

Kathleen Pasulka-Brown, General Counsel

Date

Approved as to Form and Constitutionality

Assistant Attorney General, State of Illinois

Date

FORM 4

PAYMENT BOND

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, That we, _____,

(Name of Principal)

- a corporation organized and existing under the laws of the State of _____ and authorized to do business in the State of Illinois,
- a limited liability company admitted to transact business in the State of Illinois and in good standing with the State of Illinois,
- a partnership consisting of _____,
- an individual doing business as _____,
- a Joint Venture consisting of _____,

(“X” ONE AND COMPLETE REMAINING INFORMATION)

as Principal, and _____

(Name of Surety)

a corporation organized and existing under the laws of the State of _____ with authority to do business in the State of Illinois, as Surety, are held and firmly bound unto The Illinois State Toll Highway Authority in the penal sum of <Enter contract dollar amount spelled out> Dollars, (\$ <Enter contract dollar amount>), lawful money of the United States, well and truly to be paid unto said The Illinois State Toll Highway Authority, for the payment to which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, Principal has entered into a written contract with The Illinois State Toll Highway Authority for the work designated as

(Insert Contract Number and Description)

which contract is by reference made a part hereof and is hereinafter referred to as “the Contract”.

NOW, THEREFORE, if Principal promptly pays not less than the prevailing wages for the work to be performed in accordance with the Contract and the laws of the State of Illinois, and promptly pays all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery, and transportation with respect thereto, furnished to said Principal for the purpose of performing said work in accordance with the provisions of the Contract and any authorized changes in the Contract that are subsequently made during the original term of the Contract and any extensions thereof that may be granted by the Illinois Tollway, with or without notice to the Surety, then this obligation shall be void; otherwise it shall remain in full force and effect.

Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation and affixed our seals this ____ day of _____, _____.

Surety _____

Principal _____

Address _____

Address _____

By _____

By _____

(Seal) Attorney in Fact

(Signature) (Seal)

(Name & Title)

Agent for

Surety _____

Attest _____

Corporate Secretary

Address _____

(Attach Surety’s Power of Attorney)

(Attach Notary Certificate authenticating Signature of Attorney-In-Fact)

(Attach Notary Certificate authenticating Signature of Representative of Principal if not attested by Corporate Secretary)

Note: Capitalized terms not otherwise defined herein shall have the meaning set forth for each such term in the RFP.

FORM 5

PERFORMANCE BOND

ILLINOIS STATE TOLL HIGHWAY AUTHORITY CONTRACT NO. []

Bond No. _____

KNOW ALL PERSONS BY THESE PRESENTS, That we, _____,
(Name of Principal)

- a corporation organized and existing under the laws of the State of _____ and authorized to do business in the State of Illinois,
- a limited liability company admitted to transact business in the State of Illinois and in good standing with the State of Illinois,
- a partnership consisting of _____,
- an individual doing business as _____,
- a Joint Venture consisting of _____,

(“X” ONE AND COMPLETE REMAINING INFORMATION)

as Principal, and _____
(Name of Surety)

a corporation organized and existing under the laws of the State of _____ with authority to do business in the State of Illinois, as Surety, are held and firmly bound unto The Illinois State Toll Highway Authority in the penal sum of <Enter contract dollar amount spelled out> Dollars, (\$ <Enter contract dollar amount>), lawful money of the United States, well and truly to be paid unto said The Illinois State Toll Highway Authority, for the payment to which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, Principal has entered into a written contract with The Illinois State Toll Highway Authority for the work designated as

(Insert Contract Number and Description)

which contract is by reference made a part hereof and is hereinafter referred to as “the Contract”.

NOW, THEREFORE, if Principal promptly and faithfully performs said work in accordance with the provisions of the Contract and any authorized changes in the Contract that are subsequently made during the original term of the Contract and any extensions thereof that may be granted by the Illinois Tollway, with or without notice to the Surety, and complies with all the provisions, conditions and requirements of the Contract and any authorized changes in the Contract that are subsequently made, with or without notice to the Surety, then this obligation for Surety’s performance of the Contract shall be void; otherwise it shall remain in full force and effect.

Surety hereby waives notice of any changes in the Contract, including extensions of time for the performance thereof.

IN WITNESS WHEREOF, we have duly executed the foregoing obligation and affixed our seals this ____ day of _____.

Surety _____ Principal _____

Address _____

Address _____

By _____
(Seal) Attorney in Fact

By _____
(Signature) (Seal)

(Name & Title)

Agent for
Surety _____

Attest _____
Corporate Secretary

Address _____

(Attach Surety’s Power of Attorney)

(Attach Notary Certificate authenticating Signature of Attorney-In-Fact)

(Attach Notary Certificate authenticating Signature of Representative of Principal if not attested by Corporate Secretary)

Note: Capitalized terms not otherwise defined herein shall have the meaning set forth for each such term in the RFP.

FORM 6

ALTERNATIVE TECHNICAL CONCEPT (ATC) SUBMITTAL FORM

Proposer:					
Project Title & Contract No.:					
ATC Title:					
ATC No.:		ATC Revision No.:		Date:	

A	Description: Provide a detailed description of the configuration of the ATC or other appropriate descriptive information.
B1	Usage: Describe where and how the ATC would be used on the Project.
B2	Conditions: Is the use of this ATC contingent on another ATC?
C1	Deviations: Provide references and page numbers to any requirements of the RFP Documents or to any elements of the Contract Documents that are inconsistent with the proposed ATC.
C2	Provide an explanation of the nature of the proposed deviation and a request for: (a) approval of such deviations or (b) a determination that the ATC is consistent with applicable requirements.
D	Analysis: Provide an analysis justifying use of the ATC and why the deviations from the requirements of the RFP Documents should be allowed.

E	Impacts: Provide an explanation of potential impacts of the ATC on vehicular traffic, including truck traffic.
F1	Environmental Approvals: Provide an explanation of any changes in any environmental approval which would be required as a result of the ATC.
F2	Provide an explanation of whether the ATC would require any deviation from the terms and conditions of any permit or of any anticipated or existing Environmental Approval or new Environmental Approval and, if so, an analysis of the steps required, costs involved and time that would be required to obtain, and the likelihood of success in obtaining, the required approval from the appropriate Governmental Agencies, as well as an analysis of all potential impacts on the Project.
F3	Provide an explanation of potential impacts of the ATC on the environment (favorable and unfavorable), not already mentioned above in F1 or F2, especially on those environmental subjects identified in the appropriate environmental documents (especially with regard to the impacts and commitments of the current Environmental Approvals).
F4	Provide an explanation of potential impacts of the ATC on the surrounding community, including but not limited to neighborhoods, businesses, schools, organizations, and other potential stakeholders.
G1	Provide an explanation of potential impacts of the ATC on safety and maintenance.
G2	Schedule: Provide an estimate of the impact of the ATC upon the Contract duration and schedule, including Proposer's estimate of the likely durations for any permits, Environmental Approvals, and consents necessary for the ATC.
H	Risks: Provide a description of any added or reduced risks to the Illinois Tollway, Design-Builder, and other parties associated with implementing the ATC.

I	History: Provide a detailed description of other projects where the ATC has successfully been used under comparable circumstances, if any, the success of such usage, and names, email addresses and contact telephone numbers of project owners that can confirm such statements.
J	Price: Provide an estimate of the impact (savings) of the ATC on the Proposal Price. Include an analysis of possible impacts to toll collections, if applicable.
K	Right of Way Requirements: Provide a list of additional ROW requirements, if any, and a description of when additional ROW would be required in order to implement the ATC.
L	One-on-One Meeting: Provide a statement as to whether, in Proposer’s view, a one-on-one meeting with the Department would be appropriate to discuss the ATC.
M	Attach supporting drawings/sketches. As necessary, include references to the attached supporting drawings/sketches in parts A-L.

Note: Capitalized terms not otherwise defined herein shall have the meaning set forth for each such term in the RFP.

FORM 7**INFORMATION ON PARTY TO THE CONTRACT**

Proposer Name: _____

Business Name of Potential Party to Contract: _____

Form of Organization: *check one of the options below and provide relevant supporting documentation* Joint Venture

Indicate full legal names of each joint venturer. Attach: (1) letter stating that each joint venturer agrees to be held jointly and severally liable for all the duties and obligations of Proposer under the Proposal and under any contract arising from the Proposal, (2) a power of attorney signed by all Joint Venture members showing authority to sign the Proposal and be bound by commitments in the Proposal, (3) a certified copy of the Joint Venture agreement, and (4) proof of address showing the location of the Joint Venture home office is in the State of Illinois.

 Partnership

Indicate full legal names of each general partner. Attach a power of attorney signed by a partner (if a general partnership) or a general partner (if a limited partnership showing authority to sign the Proposal and be bound by the commitments in the Proposal.

 Corporation / Limited Liability Corporation (LLC)

Indicate state of incorporation, State corporate registration number, Taxpayer Identification Number / Employer Identification Number. Attach a resolution of the governing body showing approval to sign the Proposal and be bound by the commitments made in the Proposal on behalf of the corporation or a resolution or operating agreement showing authority to sign the Proposal and be bound by the commitments made in the Proposal (if an LLC).

 Subsidiary

Indicate full legal name of the owner of the subsidiary, and State of incorporation or organization. Attach evidence of subsidiary's authorization from the owner to sign the Proposal and be bound by commitments made in the Proposal.

 Entity is not yet incorporated or organized

Provide information on: (1) plans to organize or incorporate by the time the Contract is executed, and (2) evidence of authority to sign the Proposal and be bound by commitments made in the Proposal on behalf of all the Major Participants.

Note: Capitalized terms not otherwise defined herein shall have the meaning set forth for each such term in the RFP.

FORM 8

ADDENDUM RECEIPT

THE ILLINOIS STATE TOLL HIGHWAY AUTHORITY

The undersigned declares that the RFP dated as of March 27, 2026 including any addenda thereto (if any) as listed below and on file at the office of The Illinois State Toll Highway Authority have been carefully examined, and that the undersigned has inspected in detail the site of the proposed Work (as such term is defined in the RFP), and familiarized itself with all of the conditions affecting the contract, and that has satisfied itself as to the Work to be done and the conditions under which it must be carried out, and understands that in submitting this Proposal waives all rights to plead any misunderstanding regarding the same.

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Addendum No. _____ Date _____

Affix Corporate Seal BY:

or Power of Attorney Where Applicable

Information below to be typed or printed where applicable.

INDIVIDUAL:

Name	Address

PARTNERSHIP – NAME AND ADDRESS OF GENERAL PARTNERS:

Name	Address

Name	Address

Name	Address

INCORPORATED:

_____ President	_____ Address
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_____ Vice-President	_____ Address
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_____ Secretary	_____ Address
--------------------	------------------

_____ Treasurer	_____ Address
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Note: Capitalized terms not otherwise defined herein shall have the meaning set forth for each such term in the RFP.

FORM 9

**RESPONSIBLE PROPOSER AFFIDAVIT IN ACCORDANCE WITH
Illinois Procurement Code Section 30 ILCS 500/30-22(8)**

RESPONSIBLE BIDDER AFFIDAVIT
in accordance with
Illinois Procurement Code Section 30 ILCS 500/30-22(8)

CONTRACT NO:

(Enter Tollway Contract Number)

SUBMITTING BIDDER:

(Enter Name of Firm)

ADDRESS:

STATE OF ILLINOIS

)

)

SS

COUNTY OF _____)

The Affiant, _____, being first duly sworn,
upon oath deposes and says:

1. That the Affiant is _____ of _____ who is the bidder on the above referenced contract by the Illinois State Toll Highway Authority, hereinafter "Owner" for the contract known as _____ (enter Tollway contract number), between the bidder and the Owner;
2. The Affiant hereby states that the bidder will maintain an Illinois office as the primary place of employment for persons employed in the construction authorized by said contract if contract is so awarded.

I am duly authorized to make this Affidavit. I know and understand the contents of this Affidavit, and all statements herein are true and correct.

SIGNATURE OF AFFIANT

SUBSCRIBED AND SWORN BEFORE ME THIS ____ DAY OF _____, 20____.

NOTARY PUBLIC

FORM 10
DBE Utilization Plan (DBE 2026DB)



ILLINOIS STATE TOLL HIGHWAY AUTHORITY
DBE FORM 2026DB – UTILIZATION PLAN

DESIGN-BUILDER: _____

CONTACT NAME: _____

CONTRACT NUMBER _____

CONTACT PHONE NUMBER: _____

CONTACT E-MAIL: _____

The Design-Builder is expected to meet or exceed the DBE Contract Goals and will provide Disadvantaged Business Participation as presented below accompanied by the DBE Achievement Strategy in the DBE Performance Plan

PERCENTAGE OF ADVERTISED DBE PROFESSIONAL SERVICES GOAL : 26
PERCENTAGE OF DBE PROFESSIONAL SERVICES COMMITMENT: _____
PERCENTAGE OF ADVERTISED DBE CONSTRUCTION GOAL : 29
PERCENTAGE OF DBE CONSTRUCTION COMMITMENT: _____

Instructions to Proposers:

1. Proposers are required to fully read and comply with the DBE Participation Special Provisions and Utilization Plan.
2. Submit only one initial DBE Utilization Plan with the Proposal by the Proposal Due Date.
3. This Utilization Plan, DBE Form 2026DB must:
 - be submitted with the Proposal by the Proposal Due Date or the Proposal will be deemed non-responsive
 - be an accurate representation of Work and pricing agreed upon between the Design-Builder and the DBE firm(s)
4. For Award compliance, the DBE Participation Letter of Intent Statement(s) (DBE Form 2025DB), with original signatures for each DBE firm identified on the initial DBE Utilization Plan, including the scope of work description, scope NAICS codes and pricing are to be submitted to the Illinois Tollway Compliance department at contractcompliance@getipass.com prior to execution of the Contract as described in Section 6 (*Post-Selection Contracting Process*) in the Instructions to Proposers. For subsequent DBE firms identified for utilization after Award, Design-Builder shall update the DBE Utilization Plan and timely submit a signed DBE Participation Letter of Intent statement for each additional DBE firm for Illinois Tollway approval.
5. Each company listed on the initial or subsequent Utilization Plans must have a signed DBE Participation Letter of Intent Statement and be listed in a certifying agency's database as stipulated in the Special Provision at the time of Proposal submission to be considered acceptable for DBE credit.
6. In no case should a Design-Builder or its subcontractors remove, replace or reduce the commitment amount or scope to a DBE listed in the initial or subsequent Utilization Plans or on the signed Letter of Intent Participation Statement(s) without prior written consent of the Illinois Tollway. Under no circumstances is the Design-Builder or its subcontractors regardless of tier allowed to change the amount of the Proposal submitted or any other documentation related to this special provision.

7. If trucker, please describe if company will transport materials/equipment to or from a Project job site or if company will transport materials/equipment by the sellers or suppliers.

8. If it is determined the Design-Builder will not meet the DBE goal(s), the Design-Builder must submit a Final Utilization Plan with a detailed written comprehensive explanation attached for the Illinois Tollway approval. This explanation shall demonstrate sufficient evidence that the Design-Builder has exhausted all Good Faith Efforts and has determined that despite anticipated proposed Good Faith Efforts for Disadvantaged Business Participation and the efforts documented quarterly throughout the project it would be insufficient to meet the DBE goals. This submission shall also summarize the status of their efforts accordingly along with the detailed written explanation for not meeting the DBE goals:
 - PERCENTAGE OF PROFESSIONAL SERVICES DBE GOAL SHORTFALL: _____
 - PERCENTAGE OF ANTICIPATED PROFESSIONAL SERVICES DBE COMMITMENT: _____

 - PERCENTAGE OF CONSTRUCTION DBE GOAL SHORTFALL: _____
 - PERCENTAGE OF ANTICIPATED CONSTRUCTION DBE COMMITMENT: _____

DBE UTILIZATION PLAN – PROFESSIONAL SERVICES			
DBE Firm Name	Scope of Work Specific description of overall work to be performed.	Scope NAICS Codes	DBE Credit Amount (%) (minus any non-DBE subcontracted work or if supplier, enter 60% credit amount.)
TOTAL			

DBE UTILIZATION PLAN – CONSTRUCTION SERVICES			
DBE Firm Name	Scope of Work Specific description of overall work to be performed.	Scope NAICS Codes	DBE Credit Amount (%) (minus any non-DBE subcontracted work or if supplier, enter 60% credit amount.)
TOTAL			

For ebid: the submission of Form 2026DB constitutes signature of this form.

For hardcopy: signature required.

Form 2026DB - 02/2022

Signature

Title

Date

FORM 11

Participation Letter of Intent Statement (DBE 2025DB)



Illinois State Toll Highway Authority "Illinois Tollway"

DBE FORM 2025DB - DBE PARTICIPATION LETTER OF INTENT

STATEMENT FORM-DESIGN BUILD

CONTRACT #		DBE FIRM NAME:		CIRCLE ALL THAT APPLY	DBE	MBE	WBE	SBA 8(A)
CHECK ALL THAT APPLY:	DESIGN-BUILDER _____	JV PARTNER _____	SUBCONTRACTOR _____	TRUCKER _____	SUPPLIER _____	MANUFACTURER _____		
IF TRUCKER, CHECK ALL THAT APPLY:	_____ Transportation of materials or equipment to or from the Project job site		_____ Transportation of materials or equipment by the sellers or suppliers					
SUBCONTRACTOR:	TIER 1 (SUB TO DESIGN-BUILDER): Y N		TIER 2 OR BELOW: Y N		UNDER CONTRACT TO:			
Will the DBE subcontract a portion of its contract to one or more subcontractors?	Y N		_____ Total percentage of the DBE subcontract that will be subcontracted to non-DBE companies					
			_____ Total percentage of the DBE subcontract that will be subcontracted to DBE companies					

This form must be completed for EACH disadvantaged business participating in the DBE Utilization Plan. For each DBE firm identified in the Proposal on the initial Utilization Plan, this form is due to the Illinois Tollway by the apparent best value Proposer no later than the fifth (5th) calendar day after Notification of Award to contractcompliance@getipass.com as a condition of Contract execution and Award. If the DBE firm is not a direct subcontractor to the Design-Builder, the lower tier subcontractor that has the contract with the DBE must also sign and provide their information below. For additional DBE participation identified throughout the Contract, this form shall be submitted for approval for each DBE firm prior to performance for the amount is considered for DBE credit. If additional space is needed, complete an additional form(s) for the firm or attach detailed information on the DBE firm company letterhead.

DESCRIPTION: Specific description of overall work to be performed. If construction DBE firm, indicate whether the services provided are furnish only, install only or both furnish and install	FURNISH ONLY? INSTALL ONLY? FURNISH & INSTALL?	SCOPE NAICS CODES	TOTAL CONTRACT AMOUNT (%)	CHECK IF SUPPLIER	TOTAL DBE CREDIT AMOUNT (%) <small>(Reduce by amount of Non-DBE participation OR to 60% of contract amount if firm is a SUPPLIER)</small>
TOTALS FOR THIS DBE FIRM:					

FORM 12

Demonstration of Good Faith Efforts (DBE 2023DB)



DBE FORM 2023DB

Demonstration of Good Faith Efforts to Achieve DBE Subcontracting Goal

The Good Faith Efforts checklist and contacts log must be submitted quarterly by the Design-Builder.

Good Faith Efforts Checklist

Insert on each line below the initials of the authorized Design-Builder representative who is certifying the Design-Builder has completed the activities described below and attach proof of such efforts for review. If any of the items were not completed, attach a detailed written explanation. If any other efforts were made to obtain DBE participation in addition to the items listed below, attach a detailed written explanation.

_____ Identified portions of the contract work capable of performance by available DBEs, including, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation even when the Design-Builder could perform those scopes with its own forces.

_____ Solicited through reasonable and available means (e.g., industry briefings, networking session, written notices, advertisements) DBEs to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond.

- ILUCP DBE Directory:

<http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>

- City of Chicago's M/WBE Directory:

<https://chicago.mwdbe.com/FrontEnd/VendorSearchPublic.asp?TN=Chicago>

- County of Cook, IL's M/WBE Directory:

<http://www.cookcountyil.gov/mbewbevbe-directory/>

- Small Business Administration's SBA 8(a) Directory:

http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm

_____ Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage DBEs to submit bids.

_____ Negotiated in good faith with interested DBEs that submitted bids and thoroughly investigated their capabilities.

_____ Made efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).

_____ Utilized resources available to identify available DBEs, including but not limited to DBE assistance groups; local, state and federal minority or women business assistance offices; and other organizations that provide assistance in the recruitment and placement of DBEs.

Affidavit of Truthfulness: Signature below affirms accuracy of Good Faith Efforts and the Illinois Tollway to provide above information

Print Name: _____ Phone contact: _____

Position: _____ E-mail address: _____

Signature: _____ Date: _____



DBE FORM 2023DB

Good Faith Efforts Contacts Log for Soliciting - DBE Participation: Form 2023DB continued

Project name: _____

Project number: _____

Design-Builder name: _____

Contact person: _____

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of DBEs. Duplicate as needed. **The Design-Builder must provide all evidence relied upon in support of its Good Faith Efforts.**

Name of DBE	Date and method of contact	Scope of work solicited	Reason agreement was not reached

Affidavit of Truthfulness: Signature below affirms accuracy of Good Faith Efforts and the Illinois Tollway to provide above information

Print Name: _____

Phone contact: _____

Position: _____

E-mail address: _____

Signature: _____

Date: _____

FORM 13

Workforce Projection (EEO 1256DB)



ILLINOIS TOLLWAY
 2700 Ogden Avenue, Downers Grove, IL 60515
 (630) 241-6800 • IllinoisTollway.com

FORM 1256DB – WORKFORCE PROJECTION

The undersigned Design-Builder has analyzed minority group and female populations, unemployment rates and availability of workers for the location in which this Contract work is to be performed, and for the locations from which the Design-Builder recruits employees, and hereby submits the following workforce projection including a projection for minority and female employee utilization in all job categories in the workforce to be allocated to this Contract. The completed form should be emailed to: contractcompliance@getipass.com.

1	2	3	4	5	6	7	8	9	10	11	12	13		
Job Titles	Number of hours required to complete job for each title	Number of positions in the job title to complete job	Number currently employed in the job title	Number from column 4, that are minorities?	Number from column 4, that are Women?	Number of positions needed to be hired? (column 3-4) Automatic Calculation	How many apprentices will be hired for each job title?	How many journeymen will be hired for each job title?	How many trainees will be hired for each job title?	Minorities to be hired in each title?	Number of minority hours committed to meet the required goal	Females to be hired in this title?	Number of female hours committed to meet the required goal	Anticipated hire dates for titles
TOTALS														

The undersigned agrees to commit to meeting the goal of minority and female participation on this Contract. In the event that the undersigned is unable to meet the hires with its own efforts, the company will further commit to reach out to the Illinois Tollway Contract Compliance for assistance with hires in each category.

Company Name

Signature of Owner/Operator or authorized designee

FORM 1256DB EEO/WORKFORCE PROJECTION INSTRUCTIONS

The Form 1256DB must be submitted by the selected Design-Builder to the Illinois Tollway no later than 30 calendar days before construction commences.

#	Item	Instructions
1	Job titles	List the job classifications/titles that are needed to complete the scope of work- including the entire workforce for the prime and all subcontractors. This includes all diverse and non-diverse employee job classifications/titles.
2	Number of Hours required to complete job for each title?	List how many labor hours are needed to complete the scope of work for each classification/title.
3	Number of positions in the job title to complete the job?	List how many employees are needed to complete the scope of work for each job title.
4	Number currently employed in the job title?	List how many employees are currently employed at each job title/position.
5	Number from column 4, that are minorities?	List the number of minority hires from #4 your firm currently has for each position/job title.
6	Number from column 4, that are Female?	List the number of female hires from #4 your firm currently has for each position/job title
7	Number of positions needed to be hired? (column 3-4) Automatic Calculation?	Calculation of the difference between #3 and #4 above; or how many of the positions specified in #3 are currently open/vacant that the contractor will commit to.
8	How many apprentices will be hired for each job title?	List the number of apprentice hires your firm will commit to for each position. Note - apprentices are only bona fide apprentices currently in a training program certified by the U.S. Department of Labor, and hours credited towards the EEO Program are only those hours the apprentice was employed at the construction site.
9	How many Journeymen will be hired?	List the number of journeymen hires your firm will commit to for each position. Note - certified by the U.S. Department of Labor, and hours credited towards the EEO Program are only those hours the journeymen spends employed at the construction site.

10	How many trainees will be hired?	List the number of trainee hires your firm will commit to for each position. Hours credited towards the EEO Program are only those hours the journeymen spends employed at the construction site.
11	How many minority hires and hours for each position/hire?	Number of minority workers that will be hired for each position, and the number of minority hours that your firm will commit to, to meet the minority goal. The number of hires should not be more than column #7 for each position/title.
12	How many female hires and hours for each position/hire?	Number of female workers that will be hired for each position, and the number of female hours that will be committed to meet the female goal. The number of hires should not be more than column #7 for each position/title.
13	Anticipated hire dates for each position/titles?	List the anticipated hiring date for the minorities, women, apprentices and journeymen hires for each position/title committed to.

FORM 14

VOSB Utilization Plan (VOSB 2026DB)



ILLINOIS STATE TOLL HIGHWAY AUTHORITY

VOSB FORM 2026DB - UTILIZATION PLAN

DESIGN-BUILDER: _____

CONTACT NAME: _____

CONTRACT NUMBER _____

CONTACT PHONE NUMBER: _____

CONTACT E-MAIL: _____

The Design-Builder is expected to meet or exceed the Veteran Owned Small Business (VOSB) Participation Contract Goals and will provide VOSB Participation as presented below.

PERCENTAGE OF ADVERTISED VOSB PROFESSIONAL SERVICES GOAL : 3 _____

PERCENTAGE OF VOSB PROFESSIONAL SERVICES COMMITMENT: _____

PERCENTAGE OF ADVERTISED VOSB CONSTRUCTION GOAL : 1.5 _____

PERCENTAGE OF VOSB CONSTRUCTION COMMITMENT: _____

Instructions to Proposers:

1. Proposers are required to fully read and comply with the Veteran Small Business Participation Special Provision and Utilization Plan.

2. Submit only one initial VOSB Utilization Plan with the Proposal by the Proposal Due Date.

3. This initial Utilization Plan, VOSB Form 2026DB must:
 - be submitted with the Proposal by the Proposal Due Date or the Proposal will be deemed non-responsive.
 - be an accurate representation of Work and pricing agreed upon between the Design-Builder and the VOSB firm(s).

4. For award compliance, the VOSB Participation Letter of Intent Statement(s) (VOSB Form 2025DB), with original signatures for each VOSB firm identified on the initial VOSB Utilization Plan, including the scope of work description, scope NIGP codes and pricing are to be submitted with the Proposal or to the Illinois Tollway Compliance at contractcompliance@getipass.com prior to execution of the Contract as described in Section 6 (*Post-Selection Contracting Process*) in the Instructions to Proposers. For subsequent VOSB firms identified for utilization after Award, Design-Builder shall update the VOSB Utilization Plan and timely submit a signed VOSB Participation Statement for each additional VOSB firm for the Illinois Tollway approval.

5. Each company listed on the initial or subsequent Utilization Plan must have a signed VOSB Participation Letter of Intent Statement and be listed in a certifying agency's database as stipulated in the Special Provision at the time of Proposal submission to be considered acceptable for VOSB credit.

6. In no case should a Design-Builder or its subcontractors remove, replace or reduce the commitment amount or scope to a VOSB firm listed in the initial or subsequent Utilization Plans or on the signed VOSB Letter of Intent Participation Statement(s) without prior written consent of the Illinois Tollway. Under no circumstances is the Design-Builder or its subcontractors regardless of tier allowed to change the amount of the Proposal submitted or any other documentation related to this special provision.

7. If trucker, please describe if company will transport materials/equipment to or from the job site or if company will transport materials/equipment by the sellers or suppliers.

8. If it is determined that the Design-Builder will not meet the VOSB goal(s), the Design-Builder must submit a Final Utilization Plan with a detailed written comprehensive explanation attached for the Illinois Tollway approval. This explanation shall demonstrate sufficient evidence that the Design-Builder has exhausted all Good Faith Efforts and has determined that despite anticipated proposed Good Faith Efforts for Disadvantaged Business Participation and the efforts documented quarterly throughout the project it would be insufficient to meet the VOSB goals. This submission shall also summarize the status of their efforts accordingly along with the detailed written explanation for not meeting the VOSB goals.
 - PERCENTAGE OF PROFESSIONAL SERVICES VOSB GOAL SHORTFALL: _____
 - PERCENTAGE OF ANTICIPATED PROFESSIONAL SERVICES VOSB COMMITMENT: _____
 - PERCENTAGE OF CONSTRUCTION VOSB GOAL SHORTFALL: _____
 - PERCENTAGE OF ANTICIPATED CONSTRUCTION VOSB COMMITMENT: _____

VOSB UTILIZATION PLAN – PROFESSIONAL SERVICES			
VOSB Firm Name	Scope of Work Specific description of overall work to be performed	Scope NIGP Codes	VOSB – Credit Amount (%) (minus any non-VOSB subcontracted work or if supplier, enter 60% credit amount.)
TOTAL			

VOSB UTILIZATION PLAN – CONSTRUCTION SERVICES			
VOSB Firm Name	Scope of Work Specific description of overall work to be performed.	Scope NIGP Codes	VOSB Credit Amount (%) (minus any non-VOSB subcontracted work or if supplier, enter 60% credit amount.)
TOTAL			

For ebid: the submission of Form 2026DB constitutes signature of this form.

For hardcopy: signature required.

Form 2026DB - 02/2023

Signature

Title

Date

FORM 15

Participation Letter of Intent Statement (VOSB 2025DB)



Illinois State Toll Highway Authority "Illinois Tollway"

VOSB FORM 2025-DB - VOSB PARTICIPATION LETTER OF INTENT

STATEMENT FORM

CONTRACT #		VOSB FIRM NAME:		CIRCLE ALL THAT APPLY	VOSB	SDVOSB
CHECK ALL THAT APPLY:	DESIGN-BUILDER _____	JV PARTNER _____	SUBCONTRACTOR _____	TRUCKER _____	SUPPLIER _____	MANUFACTURER _____

IF TRUCKER, CHECK ALL THAT APPLY:	_____ Transportation of materials or equipment to or from a Project job site	_____ Transportation of materials or equipment by the sellers or suppliers
------------------------------------------	------------------------------------------------------------------------------	----------------------------------------------------------------------------

SUBCONTRACTOR:	TIER 1 (SUB TO DESIGN-BUILDER): Y N	TIER 2 OR BELOW: Y N	UNDER CONTRACT TO:
-----------------------	-------------------------------------	----------------------	--------------------

Will the VOSB subcontract a portion of its contract to one or more subcontractors?	Y N	_____ Total percent of the VOSB subcontract that will be subcontracted to non VOSB companies	_____ Total percent of the VOSB subcontract that will be subcontracted to VOSB companies
-------------------------------------------------------------------------------------------	-----	----------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------

This form must be completed for EACH veteran-owned business participating in the VOSB Utilization Plan. For each VOSB firm identified in the Proposal on the initial Utilization Plan, this form is due to the Illinois Tollway by the apparent best value Proposer no later than the fifth (5th) calendar day after Notification of Award to contractcompliance@getipass.com as a condition of Contract execution and Award. If the VOSB firm is not a direct subcontractor to the Design-Builder, the lower tier subcontractor that has the contract with the VOSB must also sign and provide their information below. For additional VOSB participation identified throughout the Contract, this form shall be submitted for approval for each VOSB firm prior to performance for the amount is considered for VOSB credit. If additional space is needed, complete an additional form(s) for the firm or attach detailed information on the VOSB firm company letterhead.

DESCRIPTION: Specific description of overall work to be performed. If construction VOSB firm, indicate whether the services provided are furnish only, install only or both furnish and install	FURNISH ONLY? INSTALL ONLY? FURNISH & INSTALL?	SCOPE NIGP CODES	TOTAL CONTRACT AMOUNT (%)	CHECK IF SUPPLIER	TOTAL VOSB CREDIT AMOUNT (%) <small>(reduce by the amount of the non-VOSB subcontracted work or to 60% of contract amount if firm is a SUPPLIER)</small>
TOTALS FOR THIS VOSB FIRM:					

1. PARTIAL PAY ITEMS: For any of the above ITEMS that are partial pay items, specifically describe the work and subcontract dollar amount.

2. SUBCONTRACTING: If any of the VOSB scope of work will be subcontracted, provide the name of the contractor and attach a brief explanation, description and pay item number of the work that will be subcontracted. VOSB

FORM 16

Demonstration of Good Faith Efforts (VOSB 2023DB)



VOSB FORM 2023DB

Demonstration of Good Faith Efforts to Achieve VOSB Subcontracting Goal

The Good Faith Efforts checklist and contacts log must be submitted quarterly by the Design-Builder which includes any efforts done by key subcontractors to meet the VOSB participation.

Good Faith Efforts Checklist

Insert on each line below the initials of the authorized Design-Builder representative who is certifying the Design-Builder or its subcontractor regardless of tier, if applicable has completed the activities described below. If any of the items were not completed, attach a detailed written explanation. If any other efforts were made to obtain VOSB/SDVOSB participation in addition to the items listed below, attach a detailed written explanation.

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

- <https://www2.illinois.gov/cms/business/sell2/Pages/VendorSearch.aspx>

_____ Identified portions of the contract work capable of performance by available VOSBs/SDVOSBs, including, where appropriate, breaking out contract work items into economically feasible units to facilitate VOSB/SDVOSB participation even when the Design-Builder or its subcontractors could perform those scopes with its own forces.

_____ Make a portion of the work available to certified VOSB/SDVOSB vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate certified VOSB/SDVOSB vendor participation.

_____ Solicited through reasonable and available means (e.g., pre-Proposal meetings, networking session, written notices, advertisements) VOSBs/SDVOSBs to perform the types of work that could be subcontracted on this Project, within sufficient time to allow them to respond. Design-Builder must determine with certainty if the certified VOSB/SDVOSB firms are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid.

_____ Provided timely and adequate information about the plans, specifications and requirements of the Contract. Followed up initial solicitations to answer questions and encourage VOSBs/SDVOSBs to submit bids.

Negotiated in good faith with interested VOSBs/SDVOSBs that submitted bids and thoroughly investigated their capabilities. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of certified VOSB/SDVOSB vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for certified VOSB/SDVOSB vendors to perform the work. A Design Builder using good business judgment may consider a number of factors in negotiating with certified VOSB/SDVOSB vendors and may take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using certified VOSB/SDVOSB vendors may not be in itself sufficient reason for a Design Builder's failure to meet the goal, as long as such costs are reasonable. The Design-Builder and its subcontractors are not required to accept higher quotes from certified VOSB/SDVOSB vendors if the price difference is excessive or unreasonable. The certified VOSB/SDVOSB vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids in Design Builder's efforts to meet the goal.



VOSB FORM 2023 page 2

_____ Made efforts to assist interested VOSBs/SDVOSBs in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).

_____ Made efforts to assist interested certified VOSB/SDVOSB vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

_____ Utilized resources available to identify available VOSBs/SDVOSBs, including but not limited to VOSB/SDVOSB assistance groups; local, state and federal business assistance offices; and other organizations that provide assistance in the recruitment and placement of VOSBs/SDVOSBs.

Affidavit of Truthfulness: Signature below affirms accuracy of Good Faith Efforts and the Illinois Tollway to provide above information

Print Name: _____ Phone contact: _____

Position: _____ E-mail address: _____

Signature: _____ Date: _____



VOSB FORM 2023DB

Good Faith Efforts Contacts Log for Soliciting - VOSB Participation: Form 2023 continued

Project name: _____

Project number: _____

Design-Builder name: _____

Contact person: _____

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of VOSBs/SDVOSBs throughout the project. Duplicate as needed. **The Design-Builder must provide all evidence relied upon in support of its Good Faith Efforts submitted.**

Name of VOSB/SDVOSB	Date and method of contact	Scope of work solicited	Reason agreement was not reached

Affidavit of Truthfulness: Signature below affirms accuracy of Good Faith Efforts and the Illinois Tollway to provide above information

Print Name: _____

Phone contact: _____

Position: _____

E-mail address: _____

Signature: _____

Date: _____

FORM 17

Partnering for Growth (P4G) Plan



ILLINOIS STATE TOLL HIGHWAY AUTHORITY
Form 17 – Partnering for Growth (P4G) Plan

DESIGN-BUILDER: _____

CONTRACT NUMBER: _____

Instructions to Proposers:

1. The Illinois Tollway strongly encourages the selected Design-Builder to participate in the P4G Program by submitting this Form 17 with the Technical Proposal. At least one Illinois Tollway DBE and/or VOSB professional services firm should be identified on this Form 17 with the Technical Proposal, should the selected Design-Builder choose to participate. Proposer may also include an Illinois Tollway DBE/VOSB/SBI construction firm on this Form 17 if one is identified when the Technical Proposal is submitted; however, if there is not a firm noted when this Form 17 is submitted, the Proposer can make an affirmative commitment to submit a P4G agreement with a professional services firm 30 calendar days prior to the start of work or for a construction firm before the start of NTP 2.
2. This form must:
 - be submitted with the Proposal by the Proposal Due Date
 - be an accurate representation of Work and pricing agreed upon between the Design-Builder and the Illinois Tollway DBE, VOSB or SBI firm(s)
3. Each company listed on the P4G Plan must be certified in an approved Illinois Tollway DBE/VOSB/SBI directory
4. In no case should a Design-Builder remove, replace, or reduce the commitment to a firm listed in the P4G Plan without prior written consent of ISTHA. Any changes that may affect the DBE participation shall be requested in accordance with the DBE and VOSB Special Provisions.

I. P4G Plan

Mentor Name: _____

Protégé Name: _____ DBE VOSB SBI(Construction only)

Scope of work being mentored: _____

% of work being mentored: _____

Briefly describe specific assistance the Mentor will provide to support the Protégé's needs:

Total Participation by Protégé (must match DBE plan): _____

II. STATEMENT OF COMMITMENT

By checking this box Design Builder Indicates that a firm has not yet been identified but commits to providing an updated plan and agreement for approval no later than 30 Calendar Days before the start of construction

The purpose of this statement is to confirm a commitment between the Mentor and Protégé, that upon notice of selection from the Illinois Tollway for this contract, a formal Partnering for Growth Agreement for Illinois Tollway DBEs/VOSBs/SBIs will be prepared in accordance with the current guidelines of the Illinois Tollway's Partnering for Growth Program.

Should the Proposer, after contract negotiation, wish to modify the plan, the awarded Design Builder is requested to submit proposed changes in writing to the Department of Diversity and Strategic Development.

Print Mentor Name: _____

Phone contact: _____

Position: _____

E-mail address: _____

Mentor Signature: _____

Date: _____



ILLINOIS STATE TOLL HIGHWAY AUTHORITY

Form 17 - Partnering for Growth (P4G) Plan

If Protégé is known as the time of signature, please sign below:

Print Protege Name: _____

Phone contact: _____

Position: _____

E-mail address: _____

Protege Signature: _____

Date: _____

FORM 18

**PARTNERING FOR GROWTH AGREEMENT FOR ILLINOIS TOLLWAY PROFESSIONAL SERVICES P4G
PARTICIPANT FIRM**

For Design/Build Professional Engineering Services

Prepared for:

Illinois State Toll Highway Authority (Illinois Tollway)

DBE

VOSB

Mentor Firm

Prime Consultant

Address

Protégé Firm

Sub-consultant

Project

Address

Name

Project Number

This Partnering for Growth Agreement is designed to enhance and build capacity of professional services Protégé firm. A professional services protégé firm is defined below. By participating in specific project tasks and business-related activities, the Protégé firm will receive meaningful instruction and assistance from the Mentor firms.

For the purposes of this program, Illinois Tollway will accept the following certifications for Illinois Tollway Professional Services P4G Participants:

- IL UCP DBE (Including IDOT, CTA, Metra, Pace and City of Chicago)
- City of Chicago (M/WBE)
- Cook County (M/WBE)
- Small Business Administration {SBA 8(a)} directory for SBA 8(a)s certified by the Small Business Administration, and
- VOSB certified by the State of Illinois Commission on Equity and Inclusion

The main goal of this agreement for the Protégé firm is to enhance and build capacity of professional services and environmental services firms, build and improve working relationships with Illinois Tollway and other consultant engineering firms and become a self-sufficient, competitive, and profitable business. It is the hope of Illinois Tollway that the Protégé firm will gain a thorough understanding of Illinois Tollway's policies and procedures to manage and execute work. The Protégé firm will be expected to follow the P4G operational guidelines and utilize Illinois Tollway Diversity Management software.

I. PLAN CONTENTS

The procedures to identify and evaluate the goals and progress of the Partnering for Growth Agreement (hereinafter referred to as "Agreement") are provided on the following pages.

A. AREAS OF ASSISTANCE

The Agreement is initiated by identifying areas of assistance deemed most beneficial to the Protégé based on collaboration with the Mentor. This includes a review of how the Protégé's capabilities and long-term business goals align with the project scope. The areas of assistance may pertain to engineering and environmental services, quality assurance and quality control, public involvement activities, business training and development, or other areas important to the Protégé's professional development.

The Protégé desires mentoring in the following areas (*See Table 1 of the Sample document for potential areas of assistance*):

Briefly explain why these areas were selected.

B. MENTORING AND HOURS

Areas of Assistance and Tasks:

ATTACH TABLE 2: WORKHOUR ESTIMATE

(Refer to SAMPLE for format)

ATTACH TABLE 3: AREAS OF ASSISTANCE—WORKHOUR SUMMARY

(Refer to SAMPLE for format)

C. KEY DELIVERABLES

ATTACH TABLE C: KEY DELIVERABLES

(Refer to SAMPLE for format)

D. BENCHMARKS

ATTACH TABLE D: BENCHMARKS

(Refer to SAMPLE for format)

E. RESPONSIBILITIES

ATTACH TABLE E: RESPONSIBILITIES

(Refer to SAMPLE for format)

F. EVALUATION

The Mentor and Protégé shall submit quarterly progress reports indicating the status of their progress toward each of the Agreement's stated tasks and goals. The reports will indicate the steps taken during the quarter to further the Agreement. The quarterly reports are due to Illinois Tollway within 2 weeks of the end of each quarter. The end of the quarter is the last Calendar Day of March, June, September, and December.

The Mentor and Protégé will each prepare a final report outlining the achievements, areas of experience gained towards prequalification areas, successes, failures, observations, and any future recommendations. Illinois Tollway will evaluate the Mentor/Protégé collaboration using the following criteria:

- Satisfactory progress toward the stated goals of the Agreement,
- Improved competency of the Protégé in the areas of assistance,
- Decreased reliance on the Mentor by the Protégé for technical knowledge, equipment, personnel, and
- Increased number of projects in relation to advertised projects with consultants, other than the Mentor, and/or increased Statements of Interest submitted as a prime consultant.

The final report is due at the conclusion of the Mentor-Protégé relationship. (The final report trigger date should be based on the Agreement schedule of activities and duration.) The reports shall be submitted to Illinois Tollway Project Manager and the Office of Diversity. The reports submitted by the Mentor shall list all tasks for which the Mentor has received (or applied for) Illinois Tollway Professional Services P4G Participant credit for using the Protégé as an Illinois Tollway Professional Services P4G Participant subconsultant.

G. DURATION

Specify in the Agreement the maximum time frame for which the Agreement will remain in effect.

II. KEY PERSONNEL

The following are the key personnel relative to the Agreement:

- Identify the Mentor's key personnel, including the experience of the key personnel responsible for training and coordinating the assistance provided to the Protégé.
- The Mentor's key personnel shall be involved in the initial assessment of the proposed activities the protégé will provide during the project.
- Key personnel are anticipated to remain involved throughout the project. This may be an evaluation criterion used to measure the success of the project.
- Key personnel shall be identified on the SOQ organization chart.

III. TERMINATION OF AGREEMENT

The Partnering for Growth relationship will be terminated by mutual consent or Illinois Tollway due to the following:

- The Protégé no longer meets the eligibility standard for certification as an Illinois Tollway Professional Services P4G Participant
- Either party has failed or is unable to meet its obligations under the Agreement
- The Protégé is not progressing or is not likely to progress per the Plan
- The Protégé has reached a satisfactory level of self-sufficiency to compete without utilizing the Partnering for Growth Program
- The Plan or provisions contained in it are contrary to the requirements of federal, state, or local law or regulation
- The relationship has continued for the life of the project
- Additional Items as agreed by Mentor and Protégé

IV. WRITTEN AGREEMENTS

List any agreements between the Mentor and the Protégé including the Sub-Consultant Agreement

V. REQUIREMENTS

_____ and _____ will comply with all conditions described above.

Signature for Mentor Firm

Signature for Protégé Firm

ATTACHMENTS

Include the following items as attachments to the Agreement.

- Table 2 Workhour Estimate
- Table 3 Areas of Assistance – Workhour Summary
- Table Key Deliverables
- Table C
- Table D Benchmarks
- Table E Responsibilities

- Copies of the Executed Written Agreements, as applicable

FORM 19

PARTNERING FOR GROWTH AGREEMENT FOR ILLINOIS TOLLWAY P4G CONSTRUCTION PARTICIPANT FIRM

For Design/Build Construction Services

Prepared for: **Illinois State Toll Highway Authority (Illinois Tollway)**

DBE

VOSB

SBI

Mentor Firm

Prime Consultant
Address

Protégé Firm

Subconsultant
Address

Project

Name
Project Number

This Partnering for Growth Agreement is designed to enhance and build capacity of the construction services Protégé firm. A construction services protégé firm is defined below. By participating in specific project tasks and business-related activities, the Protégé firm will receive meaningful instruction and assistance from the Mentor firms.

For the purposes of this program, Illinois Tollway will accept the following certifications for Tollway Construction Services P4G Participants:

- IL UCP DBE (Including IDOT, CTA, Metra, Pace and City of Chicago)
- City of Chicago (M/WBE)
- Cook County (M/WBE)
- Small Business Administration {SBA 8(a)} directory for SBA 8(a)s certified by the Small Business Administration
- VOSB certified by the State of Illinois Commission on Equity and Inclusion, and SBI small businesses registered with the Illinois Tollway Small Business Initiative

The main goal of this agreement for the Protégé firm is to enhance and build capacity of construction services firms, build and improve working relationships with Illinois Tollway and other construction services firms and become a self-sufficient, competitive, and profitable business. It is the hope of Illinois Tollway that the Protégé firm will gain a thorough understanding of Illinois Tollway’s policies and procedures to manage and execute work. The Protégé firm will be expected to follow the P4G operational guidelines and utilize Illinois Tollway Diversity Management software.

I. PLAN CONTENTS

The procedures to identify and evaluate the goals and progress of the Partnering for Growth Agreement (hereinafter referred to as “Agreement”) are provided on the following pages.

A. AREAS OF ASSISTANCE

Please refer to the work items listed in the construction pay estimate.

The Protégé desires mentoring in the following areas (*See Table 1 of the Sample document for potential areas of assistance*):

Briefly explain why these areas were selected.

B. MENTORING AND HOURS

Areas of Assistance and Tasks:

ATTACH TABLE 2: WORKHOUR ESTIMATE

(Refer to SAMPLE for format)

ATTACH TABLE 3: AREAS OF ASSISTANCE—WORKHOUR SUMMARY

(Refer to SAMPLE for format)

C. KEY DELIVERABLES

ATTACH TABLE C: KEY DELIVERABLES

(Refer to SAMPLE for format)

D. BENCHMARKS**ATTACH TABLE D: BENCHMARKS**

(Refer to SAMPLE for format)

E. RESPONSIBILITIES**ATTACH TABLE E: RESPONSIBILITIES**

(Refer to SAMPLE for format)

F. EVALUATION

The Mentor and Protégé shall submit quarterly progress reports indicating the status of their progress toward each of the Agreement's stated tasks and goals. The reports will indicate the steps taken during the quarter to further the Agreement. The quarterly reports are due to Illinois Tollway within 2 weeks of the end of each quarter. The end of the quarter is the last Calendar Day of March, June, September, and December.

The Mentor and Protégé will each prepare a final report outlining the achievements, areas of experience gained towards prequalification areas, successes, failures, observations, and any future recommendations. Illinois Tollway will evaluate the Mentor/Protégé collaboration using the following criteria:

- i. Satisfactory progress toward the stated goals of the Agreement,
- ii. Improved competency of the Protégé in the areas of assistance,
- iii. Decreased reliance on the Mentor by the Protégé for technical knowledge, equipment, personnel, and
- iv. Increased number of projects in relation to advertised projects with consultants, other than the Mentor, and/or increased Statements of Interest submitted as a prime consultant.

The final report is due at the conclusion of the Mentor-Protégé relationship. (The final report trigger date should be based on the Agreement schedule of activities and duration.) The reports shall be submitted to Illinois Tollway Project Manager and the Office of Diversity. The reports submitted by the Mentor shall list all tasks for which the Mentor has received (or applied for) Illinois Tollway Construction P4G Participant credit for using the Protégé as an Illinois Tollway Construction Services P4G Participant subconsultant.

G. DURATION

Specify in the Agreement the maximum time frame for which the Agreement will remain in effect.

II. KEY PERSONNEL

The following are the key personnel relative to the Agreement:

- Identify the Mentor's key personnel, including the experience of the key personnel responsible for training and coordinating the assistance provided to the Protégé.
- The Mentor's key personnel shall be involved in the initial assessment of the proposed activities the protégé will provide during the project.
- Key personnel are anticipated to remain involved throughout the project. This may be an evaluation criterion used to measure the success of the project.
- Key personnel shall be identified on the SOQ organization chart.

III. TERMINATION OF AGREEMENT

The Partnering for Growth relationship will be terminated by mutual consent or Illinois Tollway due to the following:

- The Protégé no longer meets the eligibility standard for certification as a Tollway Construction P4G Participant
- Either party has failed or is unable to meet its obligations under the Agreement
- The Protégé is not progressing or is not likely to progress per the Plan
- The Protégé has reached a satisfactory level of self-sufficiency to compete without utilizing the Partnering for Growth Program
- The Plan or provisions contained in it are contrary to the requirements of federal, state, or local law or regulation
- The relationship has continued for the life of the project
- Additional Items as agreed by Mentor and Protégé

IV. WRITTEN AGREEMENTS

List any agreements between the Mentor and the Protégé including the Sub-Consultant Agreement

V. REQUIREMENTS

_____ and _____ will comply with all conditions described above.

Signature for Mentor Firm

Signature for Protégé Firm

ATTACHMENTS

Include the following items as attachments to the Agreement.

- Table 2 Workhour Estimate
 - Table 3 Areas of Assistance – Workhour Summary
 - Table C Key Deliverables
 - Table D Benchmarks
 - Table E Responsibilities
-
- Copies of the Executed Written Agreements, as applicable

FORM 20

Proposer Has Met Checklist

Instructions: Please select an option and populate each cell in the “Indicate Has Met or Not Applicable” column. Please provide the Proposal section(s) and page number(s) where each requirement/document/form can be found. If “Not Applicable” is selected, please provide the reasoning in the last column. Proposer **shall** include this Form 20 as part of its Administrative Proposal.

Type	Name/Description	ITP Section	Indicate Has Met or Not Applicable	Proposal Section(s) and Page Number(s) or Not Applicable reasons
Requirement	Changes as outlined in <u>Section 1.6 (Change in Proposer’s Organization)</u> have been properly documented with the Illinois Tollway (if applicable).	<u>Section 1.6 (Change in Proposer’s Organization)</u>	Choose an item.	
Requirement	Proposal does not contain any ineligible firms.	<u>Section 1.23 (Ineligible Firms)</u>	Choose an item.	
Requirement	Proposal responds to correct RFP.	<u>Section 4.5 (Delivery Format)</u>	Choose an item.	
Document	DBE Performance Plan	<u>Section 1.8 (Disadvantaged Business Enterprise (DBE) Participation and Utilization/Performance Plan)</u>	Choose an item.	
Document	VOSB Performance Plan	<u>Section 1.10 (Veteran Small Business (VOSB) Participation and</u>	Choose an item.	

		<i>Utilization/Performance Plan)</i>		
Document	Illinois Tollway Approval for PAE identified in <u>Section 3.11</u> (<i>Pre-Accepted Elements (PAEs)</i>)	<u>Section 3.11</u> (<i>Pre-Accepted Elements (PAEs)</i>)	Choose an item.	
Requirement	Submittal of PAE by PAE Submittal Deadline (identified in <u>Section 2</u> (Procurement Schedule)).	<u>Section 3.11.1</u> (<i>Pre-Accepted Elements (PAEs)</i>)	Choose an item.	
Requirement	Resubmittal of PAE by the date and time requested by the Illinois Tollway (if applicable).	<u>Section 3.11.1</u> (<i>Pre-Accepted Elements (PAEs)</i>)	Choose an item.	
Requirement	Identification of sole primary contact to communicate with Illinois Tollway, and indication if that contact has changed since the SOQ stage.	<u>Section 3.3</u> (<i>Proposer Communications</i>)	Choose an item.	
Requirement	Proposer must clearly state which ATCs it is incorporating into its Proposal and that all conditions of the ATC will be met.	<u>Section 3.9.2</u> (<i>Preproposal Review of ATCs</i>)	Choose an item.	
Requirement	The Proposal shall consist of (1) Technical Proposal, (2) Administrative Proposal, and (3) Price Proposal.	<u>Section 4</u> (<i>Proposal Requirements</i>)	Choose an item.	
Document	Technical Proposal, including: <ul style="list-style-type: none"> • Executive Summary, including statement of RFP Pre-Proposal virtual meeting viewing or viewing of recording; • Organizational Chart; • Narrative; • Project Schedule; • Appendix (if applicable); and 	<u>Section 4.1</u> (<i>Technical Proposal Contents</i>)	Choose an item.	

	<ul style="list-style-type: none"> Information required to be submitted with Pre-Accepted Elements (PAEs). (if applicable) 			
Requirement	The Proposal meets the Service Prequalification Requirements in <u>Section 4.1.1 (Service Prequalification Requirements)</u> of the RFP.	<u>Section 4.1.1 (Service Prequalification Requirements)</u>	Choose an item.	
Document	Copies of the Illinois Tollway’s ATC approval letters and ATCs are identified in the Proposal.	<u>Section 4.1.6 (Additional Forms)</u>	Choose an item.	
Forms	<ul style="list-style-type: none"> Form 1 (Information about Major Participants and Identified Subcontractors) Form 6 (Alternative Technical Concept (ATC) Submittal Form) for all approved and conditionally approved ATCs the Proposer elects to include; Form 10 (DBE Utilization Plan); Form 14 (VOSB Utilization Plan); Form 17 (Partnering for Growth (P4G) Program Plan), required only if Proposer chooses to participate in P4G Program 	<u>Section 4.1.6 (Additional Forms)</u>	Choose an item.	
Documents	<ul style="list-style-type: none"> Required materials identified in Section 1 (Introduction and Summary) and Section 3 (Procurement Process) 	<u>Section 4.1.6 (Additional Forms)</u>	Choose an item.	

Forms	<p>Administrative Proposal, including:</p> <ul style="list-style-type: none"> • Form 2 (Stipend Agreement); if accepting stipend • Form 7 (Information on Party to the Contract) • Form 8 (Addendum Receipt); Acknowledging receipt of all Addendums as per Section 1.18 (Acknowledgement of Receipt of Addenda) • Form 9 (Responsible Proposer Affidavit in Accordance with 30 ILCS 500/30-22(8)) (Proposer maintains an Illinois Office as per ITP Section 1.19); • Form 20 (Proposer Has Met Checklist); • Form 21 (State of Illinois CPO Standard Terms and Conditions) 	<p><u>Section 4.2</u> (Administrative Proposal Contents)</p>	Choose an item.	
Document	<ul style="list-style-type: none"> • Price Proposal work line items are correctly entered into BidBuy 	<p><u>Section 4.3</u> (Price Proposal Contents)</p>	Choose an item.	
Document	<ul style="list-style-type: none"> • Proposer shall submit pricing via the attachments tab in BidBuy, utilizing the Illinois Tollway provided form for pricing. 	<p><u>Section 4.3</u> (Price Proposal Contents)</p>	Choose an item.	
Document	<ul style="list-style-type: none"> • Proposer shall upload pricing under the “Required Documents” section of the Attachments tab and check the box "Does the attachment 	<p><u>Section 4.3</u> (Price Proposal Contents)</p>	Choose an item.	

	contain any pricing, cost or discount information?"			
Document	<ul style="list-style-type: none"> Proposal Guaranty or Proposal Bond, in the amount of 5% of the total amount of the Price Proposal and made payable to the Illinois Tollway. 	<u>Section 3.13</u> (<i>Proposal Guaranty and Proposal Bond</i>)	Choose an item.	
Requirement	<ul style="list-style-type: none"> Proposal must be submitted electronically through BidBuy by the Proposal Due Date outlined in Section 2 (Procurement Schedule). 	<u>Section 4.4</u> (<i>Proposal Due Date</i>)	Choose an item.	
Requirement	<ul style="list-style-type: none"> The Proposer blacked-out all pricing information. 	<u>Section 4.5</u> (<i>Delivery Format</i>)	Choose an item.	

STATE OF ILLINOIS

SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

FORM 21

State of Illinois CPO Standard Terms and Conditions

State of Illinois

CHIEF PROCUREMENT OFFICE GENERAL SERVICES

STANDARD TERMS AND CONDITIONS

The current version of these standard terms and conditions are required to be inserted into all Tollway contracts. If any contractual ambiguity exists between these standard terms and conditions and the remainder of the Tollway contract documents, these standard terms and conditions do not apply. Specific sections that could conflict include, but are not limited to:

11. Insurance

25. Warranties for Supplies and Services

28. Termination for Cause

29. Termination for Convenience

STATE OF ILLINOIS

SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

1. PAYMENT TERMS AND CONDITIONS:

- 1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained on Vendor's invoices shall have no force and effect.
- 1.2 Minority Contractor Initiative: Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Department of Labor and are available on the Department's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements at 217-782-6206 or (<https://www2.illinois.gov/idol/Pages/default.aspx>).
- 1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided in the award notice.
- 1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices for supplies purchased, services performed and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.
 - 1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency/University state tax exemption number and federal tax exemption information.
 - 1.6.2 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.

2. **ASSIGNMENT:** This contract may not be assigned, transferred in whole or in part by Vendor without the prior written consent of the State.

STATE OF ILLINOIS

SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

- 3. SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120.
- 4. AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State pursuant the contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.
- 5. TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the State.
- 6. NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 7. FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 8. CONFIDENTIAL INFORMATION:** Each Party, including its agents and subcontractors, to this contract 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

STATE OF ILLINOIS

SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

- 9. USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of this contract.
- 10. INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, 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. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois and 1973 Illinois Attorney General Opinion 78, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.
- 11. INSURANCE:** Vendor shall, at all times during the term and any renewals maintain and provide a Certificate of Insurance naming the State as additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, (Combined Single Limit Bodily Injury and Property Damage) in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in amount required by law. Vendor's obligation to indemnify, defend, or settle any claims.

STATE OF ILLINOIS

SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

- 12. INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
- 13. SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 14. COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 15. BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
- 16. APPLICABLE LAW:**
- 16.1 **PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
- 16.2 **EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 ILL. ADM. CODE 750.
- 16.3 **COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.
- 16.4 **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).
- 17. ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State rights, title and interest in and to the claim or cause of action.
- 18. CONTRACTUAL AUTHORITY:** The Agency that signs for the State of Illinois shall be the only State entity responsible for performance and payment under the contract. When the Chief Procurement Officer or authorized designee signs in addition to an Agency, they do 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 with the Vendor shall have any liability to Vendor for that order.
- 19. EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

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- 20. NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- 21. MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.
- 22. PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue the contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.
- 23. FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.
- 24. SCHEDULE OF WORK:** Any work performed on State premises shall be done during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.
- 25. WARRANTIES FOR SUPPLIES AND SERVICES:**
- 25.1** Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.
- 25.2** Vendor shall insure that all manufacturers' warranties are transferred to the State and shall provide a copy of the warranty. 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.
- 25.3** Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who is not performing in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.
- 26. REPORTING, STATUS AND MONITORING SPECIFICATIONS:** Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.

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27. 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.

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

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

28.2 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.

29. 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.

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

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

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_____ agrees with the terms and conditions set forth in the State of Illinois Invitation for Bid, including the standard terms and conditions, the Agency/University supplemental provisions, certifications, and disclosures, with the following exceptions:

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

_____ hereby agrees to the exceptions provided by _____ and to the Additional Terms and Conditions provided by _____.

Agreed:	Agreed:
By:	By:
Signed:	Signed:
Position:	Position:
Date:	Date: