

PROFESSIONAL SERVICES BULLETIN 21-2

STATEMENTS OF INTEREST (SOIs) are due by 4:30:00 p.m. (Central Time)

Due Date: May 21, 2021

Successful Firm(s) will be notified.

Overall results will be posted on the Illinois Chief Procurement Officer's eProcurement System at: <https://www.bidbuy.illinois.gov/>

Professional Services Bulletin

No. 21-2

April 9, 2021

ILLINOIS TOLLWAY web site: www.illinoistollway.com



Illinois Tollway
2700 Ogden Avenue, Downers Grove, IL 60515

PSB 21-2

April 9, 2021

NEW TO THIS PSB

- **Revised Selection Criteria (See Section 4.1)**
- **Revisions to Quality Assurance related services provided under Construction Engineering Services (see sections 2.9, 2.10, 2.11)**
- **Revisions to Common Mistakes list**

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PART I: THE SCHEDULE

1.1 CONTACT INFORMATION

Illinois State Toll Highway Authority (ISTHA)
2700 Ogden Avenue
Downers Grove, IL 60515

PSB 21-2 Coordinator - csstaff@getipass.com

PSB 21-2 Hotline: (630) 241-6160

PSB 21-2 Tech Support: ebuilder@getipass.com

PSB 21-2 eBuilder Training:

<http://www.onlineregistrationcenter.com/registerlist.asp?m=176&p=134&group=57&tid=222>

1.2 21-2 OFFICIAL NOTICE

This Professional Services Bulletin 21-2 (PSB 21-2) is the official notice of needed professional services for the Illinois State Toll Highway Authority ("Illinois Tollway", "Tollway"), as authorized by the Architectural, Engineering, and Land Surveying Qualifications Based Selection Act, (30 ILCS 535/1, *et seq.*). This PSB contains information pertaining to the advertisement for Statements of Interest (SOI) and is part of the Chief Procurement Officer eProcurement System for the Illinois State Toll Highway Authority. PSB 21-2, including all Exhibits and forms, is available on the Illinois Tollway's website at: <https://www.illinoistollway.com/doing-business/construction-engineering/bids-bulletins-awards>. Additional information is also posted on the Illinois Chief Procurement Officer's eProcurement System at: <https://www.bidbuy.illinois.gov/>. For instructions on accessing the Illinois Tollway website, PSB, and Exhibits please refer to the Table of Contents. Instructions on receiving procurement opportunities are included in the "Illinois eProcurement BidBuy Notice" section of this PSB.

1.2.1 PSB 21-2 SUMMARY

Information for the e-Builder process for PSB 21-2 can be found in the Public Folder at: <https://app.e-builder.net/public/PublicFolderView.aspx?FolderID={dc0355ee-4323-458e-91b5-547c6655b5f5}>

You will need the following before you can submit an SOI in e-Builder:

- e-Builder resources, including PSB SOI user manual, FAQ file, and videos (see Public Folder link above)
- Webinar Training (see Section 4.7 Useful Links for training webinar registration link)
- Security Key (see Section 4.4 Submittal Instructions)
- e-Builder Login ID (see Section 4.4 Submittal Instructions)
- Firm Code Name (see Section 4.4 Submittal Instructions)
- e-Builder link to PSB 21-2 SOI process: <http://www.e-builder.net>

All questions related to this PSB must be submitted electronically through the e-Builder SOI Mailbox at [PSB 21-2.01 Questions and RFIs@docs.e-builder.net](mailto:PSB_21-2.01_Questions_and_RFIs@docs.e-builder.net) no later than **April 30, 2021 at 4:30:00 pm (CT)** prior to the submittal due date of **May 21, 2021 @ 4:30:00 pm (CT)**. The subject line should read: PSB 21-2 Question. Answers will be addressed via an Addendum published on the Illinois eProcurement site, BidBuy. For e-Builder technical questions, please contact the e-Builder PSB SOI Helpdesk: ebuilder@getipass.com or e-Builder PSB SOI Hotline: (630) 241-6160.

This is not an invitation for bids. Consultants properly prequalified for the projects listed herein may indicate their desire to be considered for selection by submitting an SOI to the Illinois Tollway via the e-Builder PSB 21-2 SOI process located at the following: <http://www.e-builder.net>

The Illinois Tollway follows the Qualifications Based Selection (QBS) process mandated by Illinois statute (30 ILCS 535): Architectural, Engineering, and Land Surveying Qualifications Based Selection Act) for selecting qualified Consultants under this PSB.

PSB SOI e-Builder submittals must be received by **May 21, 2021 @ 4:30:00 P.M.** Central Time (CT). Late submittals will not be accepted by the Illinois Tollway. NOTE: You must set the Time Zone field on your e-Builder account profile page to "(UTC-06:00) Central Time (US & Canada)" so that you can submit your SOIs up until the submittal deadline.

1.3 ACCEPTANCE OF SCANNED SIGNATURES

Unless otherwise specified, the parties agree that proposals, contracts, certifications and disclosures, and other contract related documents to be entered into in connection with the resulting contract will be considered signed when the signature of a party is delivered by scanned image (e.g. .pdf or .tiff file extension name) as an attachment to the e-Builder PSB SOI process. Such scanned signature will be treated in all respects as having the same effect as an original signature.

1.4 PROFESSIONAL SERVICES BULLETIN NO. 21-2 ITEM INDEX

Item No.	Project No. / County	Description	Page
1	RR-21-9982	Consulting Engineer Services	A-1

Details follow for Item 1 and Project Number found in this PSB 21-2.

Professional Services Bulletin No. 21-2 Item Detail

1.4.1 Item 1: RR-21-9982, Consulting Engineer Services

This Contract has a 29% D/M/WBE participation goal and 3% VOSB participation goal.

The Illinois State Toll Highway Authority (Tollway) which has been created and derives its power and authority under and pursuant to the Toll Highway Act, 605 ILCS 10/1 et seq. and is bound by the terms of its Trust Indenture with its bond holders, requires the services of an independent engineer or engineering firm or corporation having a nationwide and favorable reputation for skill and experience to provide consulting engineering services as the Consulting Engineer for the Tollway.

The Consultant responding to this PSB for Consulting Engineer Services shall propose their method for providing these services as outlined in this document.

1.4.1.1 CONTRACT TERM

This Contract shall provide for a five (5) year term, with one (1) four-year and one (1) one-year option to renew, subject to the Tollway's periodic review, approval and satisfaction with the Consulting Engineer's performance and may be terminated by the Tollway at any time upon a stipulated notice period or extended upon agreement of both parties.

Certain contracts require that a prime consultant and/or subconsultant cannot perform other services for the Tollway. Those contracts are the Consulting Engineer (also commonly referred to as the General Engineering Consultant), Traffic Engineer and Program Management Office. See paragraph 2.1 for additional information.

NOTICE: A party (including that party's successors in interest and affiliates) selected to perform the services under this PSB will only be permitted to perform such services, or those substantially similar, for the Tollway for a maximum of ten years consecutively (under any one or more contracts or extensions). Additionally, starting upon award of the instant Contract, in the event any party performs, or will have performed, as the Consulting Engineer for any consecutive ten-year period, such party will not be considered for Consulting Engineer services in the immediately following solicitation for those services. By way of example, if a party which has previously served as the Consulting Engineer for, say, the past eight years is awarded the instant Contract and serves under such Contract for five years (total of thirteen consecutive starting with the instant award), that party would not be eligible to bid on the immediately following solicitation for consulting engineering services. This requirement applies only to a party serving in a prime role.

1.4.1.2 CONTRACT PROVISIONS AND PREQUALIFICATIONS:

Selection of professional consultants by the Tollway is not based on competitive bidding, but on the consultants' professional qualifications, related experience, and the expertise of key personnel to be assigned to the Contract.

PREQUALIFICATIONS: To be considered for this Contract, Consultants must be pre-qualified by the Illinois Department of Transportation (IDOT) in:

- Highways: Freeways; Roads and Streets
- Structures: Highway Bridges: Simple, Typical, Advanced Typical, and Complex; Railroad Bridges; Major Bridges
- Special Plans: Traffic Signals; Lighting: Typical and Complex; Pumping Stations
- Special Studies: Location Drainage; Traffic Studies; Signal Coordination and Timing (SCAT); Safety; Feasibility
- Location/Design Studies: Rehabilitation; Reconstruction/Major Rehabilitation; New Construction/Major Reconstruction
- Hydraulic Reports: Waterways: Typical and Complex; Pump Stations
- Geotechnical Services: Subsurface Explorations; General Geotechnical Services; Structure Geotechnical Reports (SGR); Complex Geotechnical/Major Foundations
- Environmental Reports: Environmental Assessment (EA); Environmental Impact Statements (EIS)
- Transportation Studies: Mass Transit; Railway Engineering
- Special Services: Surveying; Electrical Engineering; Mechanical Engineering; Sanitary Engineering; Architecture; Landscape Architecture; Hazardous Waste: Simple and Advance; Asbestos Abatement Surveys; Construction Inspection; Quality Assurance Testing; Subsurface Utility Engineering; Project Controls

If the Consultant is not pre-qualified in all the categories listed above, the Tollway will allow a Prime Consultant to meet the prequalification through a subconsultant. The Consultant must clearly identify in the Statement of Interest (SOI) each category in which it is not pre-qualified and identify the subconsultant who is pre-qualified in that category.

The Consultant must have MicroStation capabilities. All final documents shall be submitted in hard copy and electronic format, including a 3-D Model, and follow the CADD Standards Manual. The projects under this Contract will be managed through the Tollway's Web-Based Project Management (WBPM) system. The Consultant will be required to participate in these procedures and will receive training on the system. The Consultant must have software capabilities to manage a large Asset Management database and management system. The Consultant must have software capabilities to perform electronic submittal reviews.

1.4.1.3 ORAL PRESENTATIONS ARE SCHEDULED FOR DATE YEAR

Some or all of the Consultants submitting SOIs for the Contract may, at the sole discretion of the Tollway, be required to appear for an oral presentation. The oral presentation, if required, shall be conducted to solicit additional information and enable the Tollway to evaluate the capability of the applicable Consultants in providing the desired services. If the Tollway notifies a Consultant that an oral presentation is required, the Tollway shall inform that Consultant of the schedule, order and procedure for the presentation, including its content, time limits, and use of handouts and visual aids. The oral presentations, if any, shall be evaluated by the Selection Committee. Notwithstanding the foregoing, the Tollway emphasizes that it may elect to forego oral presentations for all or some Consultants. Therefore, all SOIs should be comprehensive and clear. No Consultant should rely upon the opportunity to present additional or clarifying information at a later time.

1.4.1.4 SCHEDULE

This Contract is scheduled to start in late 2021. The Consultant who is selected for this Contract will be notified and scheduled to attend a scope briefing with the Tollway. The Tollway will furnish the Consultant with guidelines for the Consultant's Quality Program (CQP). The CQP is due fourteen (14) days after Notice to Proceed.

1.4.1.5 REQUEST FOR QUALIFICATIONS: CONSULTING ENGINEER SERVICES

1.4.1.5.1 ASSIGNMENT

The Tollway intends to select a Consulting Engineer who will operate as an extension of, and in complete coordination with, the Tollway's staff and Board of Directors (herein after referred to as Tollway) with respect to all projects that now or in the future are studied, designed, and constructed or operated by the Tollway. To that end, the Consulting Engineer shall be expected to represent and forward the interests of the Tollway throughout all aspects and phases of the Tollway's activities and shall, when and as requested by the Tollway, fully support the Tollway in its dealings with contractors and suppliers, engineers and other consultants, the Tollway's counsel and accountants, the Tollway's Traffic Engineer, the Tollway's Program Management Office, rating agencies and underwriters, governmental entities and the public, all in accordance with the highest professional standards. As more specifically described in this document, the Consulting Engineer shall be expected to commit the personnel and resources required to respond promptly and fully to the responsibilities and tasks assigned by the Tollway throughout the term of the Consulting Engineer's performance of the services.

In addition, the Consulting Engineer shall perform the obligations of the "Consulting Engineer" as required by the Tollway's current Trust Agreement. The Tollway has covenanted in Section 709 of the Trust Indenture that, until the bonds issued in accordance with the Trust Agreement and the interest thereon shall have been paid or provision for such payment shall have been made, it will employ the "Consulting Engineer" for the purpose of performing and carrying out the duties imposed on it by the Trust Agreement. Those duties are summarized in 1.4.1.5.4, below, and provide a general listing of the types of obligations the Consulting Engineer will be required to perform under the Trust Agreement.

1.4.1.5.2 SCOPE OF CONSULTANT SERVICES:

The required Consulting Engineer services will encompass all of the elements of consulting engineering associated with the planning, design, construction, operation, financing, management, and coordination of a toll highway system. The Tollway anticipates that the Consulting Engineer will not be required to prepare detailed design and construction plans, but the Consulting Engineer should be prepared to perform that work if unexpected circumstances cause the Tollway to request it. Further, the Consulting Engineer shall be required to prepare, review, and/or modify project-wide typical standard designs, pavement designs, and standard typical sections as may be required.

For a detailed description of the *anticipated* consulting engineer services, refer to 1.4.1.5.4, Anticipated Scope of Services.

1.4.1.5.3 GUIDELINES FOR SUBMITTING STATEMENTS OF INTEREST:

In addition to Section 4.3 GUIDELINES FOR SUBMITTING STATEMENTS OF INTEREST (SOI) REFERENCE SECTION of this PSB, all Statements of Interest shall include:

Project Team Matrix and Staffing Plan

The Consultant shall submit a project team matrix that clearly illustrates the key personnel and the organizational structure proposed to accomplish the management, technical, and administrative services required. The Consultant shall identify the Contract Principal, Project Manager, and the key technical staff of the team. The consultant or subconsultant employing each of these key personnel must be identified.

Key Personnel

Contract Principal

The Consultant shall identify and provide detailed relevant information concerning the Contract Principal to be assigned to this Contract for the duration of the Contract. They shall oversee the Project Manager and shall report to the Chief Engineering Officer.

Project Manager (PM)

The Consultant shall identify and provide detailed relevant information concerning the PM to be assigned to this Contract for the duration of the Contract. The successful Consultant will not be able to substitute individuals for the key technical staff positions without the Tollway's express written approval. The Consultant should address all measures it intends to take to ensure continuity for these and all other key staff positions. The PM shall have a minimum of 5 years engineering and supervisory experience and be an Illinois Licensed Professional Engineer or hold a similar license in another state and be capable of obtaining a license in Illinois within six (6) months.

Other Key Personnel

The Consultant shall identify and provide relevant information concerning the Consultant's other project management and key technical personnel. These individuals can be the employees of any consultant on the team. Key personnel must include, but not be limited to:

- A. Design Project Manager
Must be Illinois Licensed Professional Engineer.
- B. Construction Project Manager
Must be Illinois Licensed Professional Engineer.
- C. Roadway Engineer

Must be Illinois Licensed Professional Engineer.

D. Drainage Engineer

Must be Illinois Licensed Professional Engineer.

E. Electrical Engineer

Must be Illinois Licensed Professional Engineer.

F. Mechanical Engineer

Must be Illinois Licensed Professional Engineer.

G. Structural Engineer

Must be an Illinois Licensed Structural Engineer.

H. Materials/Soils Management Engineer

Must be Illinois Licensed Professional Engineer

I. Environmental Specialist

Must be knowledgeable in the applicable permitting and Resource Agency regulations.

J. Urban Planner

Must have a minimum of five years of experience in transportation planning and community relations.

K. Architect

Must be an Illinois Licensed Architect.

L. Landscape Architect

Must be an Illinois Licensed Landscape Architect.

M. Information Technology (IT) Professionals

Preferred to be:

- *Professional Electrical or Computer Engineer, who is an Illinois Licensed Professional Engineer, with five (5) years of ITS design experience,*
- *Communications Design Engineer, who has minimum 4 years of training and experience in fiber optic (single mode (SM) and multi-mode (MM)) data communications, local and wide area network design, fundamentals of digital communication packet switching and routing, wireless communication technologies (radio, cellular, Wi-Fi, Bluetooth, etc.) and has experience specifying communication equipment and writing communication system testing procedures.*

N. Intelligent Transportation System (ITS) Professionals

Preferred to be:

- *Certified Professional Traffic Operations Engineer (P.T.O.E),*
- *Professional Electrical or Computer Engineer, who is an Illinois Licensed Professional Engineer, with five (5) years of ITS design experience.*

O. Leadership in Energy and Environmental Design (LEED) Professional

The Consultant should also provide information relative to the capabilities and resources of its lead Illinois office, any Illinois branch offices, and a listing of Illinois office personnel by discipline that would be assigned to this Contract that have not been identified above.

Relevant Project Experience Consulting Engineer Services

Include a minimum of three (3) relevant complex projects accomplished within the past five (5) years, demonstrating the Consultant's experience in the type of work required for this Contract.

Tollway Projects

The Consultant should include additional projects that specifically identify and describe the Consultant's experience related to tollway projects, including those involving the Illinois Tollway or any other toll highways in the United States. The Consultant should also provide the **total** Consultant's billings for the past five (5) years in performing typical general consulting civil engineering services on Tollway projects, and briefly identify those projects.

Other Transportation Projects

The Consultant should summarize any relevant experience working with transportation agencies and other governmental bodies with which the Tollway regularly works or interacts, including the Illinois Department of Transportation (IDOT), the Federal Highway Administration (FHWA), the Environmental Protection Agency, and the United States Army Corps of Engineers.

Trust Indenture or Similar Services

The Consultant should include additional projects that specifically identify and describe the Consultant's experience related to providing certifications, issuing reports, providing evaluations and otherwise performing services similar to those required of the Consulting Engineer under the Tollway's Trust Indenture. A description of those services is provided in Section 1.4.1.5.4, ANTICIPATED SCOPE OF SERVICES: *CONSULTING ENGINEER SERVICES*.

Project Management and Coordination Experience

The Consultant must describe its experience in providing project management and coordination services similar to the services required and described in 1.4.1.5.4, ANTICIPATED SCOPE OF SERVICES: *CONSULTANTING ENGINEER SERVICES*. This description should specifically address the Consultant's record in delivering completed projects on time and on budget.

Cost Estimating Experience

The Consultant must describe its experience in providing cost estimating services similar to the services required and described in 1.4.1.5.4, ANTICIPATED SCOPE OF SERVICES: *CONSULTANTING ENGINEER SERVICES* for a minimum of five (5) projects. This description should specifically address the Consultant's process for producing accurate cost estimates and the specific methods used in developing the cost estimates.

1.4.1.5.4 ANTICIPATED SCOPE OF SERVICES: CONSULTING ENGINEER SERVICES

NOTE: The Anticipated Scope of Services is being provided to the Consultants as part of the Professional Services Bulletin for informational purposes only and is intended to provide Consultants with a general idea of all aspects of work they may be required to perform. The Tollway reserves the right to make reasonable modifications and clarifications to this form prior to its attachment to the Contract for Consulting Engineer Services to be negotiated between the Tollway and the selected Consulting Engineer.

The selected Consultant shall be able and qualified to perform the following tasks, as evidenced in the Consultant's Statement of Interest. Please refer to the Tollway's website to understand the scope of the *Move Illinois* program: www.illinoistollway.com.

I. Contract Description

The Tollway requires professional services of the Consulting Engineer for a wide range of governmental relations, public liaison, technical, management, administrative, maintenance and operational services, advanced project development services, engineering, feasibility evaluation, and planning to assist bringing to completion as expeditiously as possible various projects for the Tollway and to support the operation, maintenance, construction, and evaluation thereof.

The Consulting Engineer will operate as an extension of, and in complete coordination with, the Tollway's staff and Board of Directors. To that end, the Consulting Engineer shall be expected to represent and forward the interests of the Tollway throughout all aspects and phases of the Tollway's activities and shall, when and as requested by the Tollway, fully support the Tollway in its dealings with contractors and suppliers, engineers and other consultants, the Tollway's counsel and accountants, the Traffic Engineer, Program Management Office, rating agencies, bond insurers and underwriters, governmental entities and the public in accordance with the highest professional standards.

The Consulting Engineer shall provide qualified technical and professional personnel to perform to the highest professional standards the duties and responsibilities assigned under the terms of this Contract. Unless otherwise instructed by the Tollway, the Consulting Engineer shall minimize to the greatest extent possible the Tollway's need to apply its own resources to assignments made by the Tollway. The Tollway, at its option, may elect to expand, reduce, or delete the extent of each work element described in this Scope of Services document, provided such action does not alter the intent of this Contract.

The Tollway shall request Consulting Engineer services on an as-needed basis. There is no guarantee that any or all of the services described in this Contract will be assigned during the term of this Contract. Further, the Consulting Engineer is providing these services on a non-exclusive basis. The Tollway, at its option, and to the extent provided by the Trust Indenture, may elect to have any of the services set forth herein performed by other consultants or the Tollway's staff.

II. Items of Work to be Included in the Contract

The Consulting Engineer's services under this Contract shall be as described in this Scope of Services, in accordance with the requirements of the Tollway's Design Section Engineer's Manual, as amended by the Tollway, and herein specified. The design criteria and policies, Standard Specifications, and construction requirements of the Illinois State Toll Highway Authority shall apply throughout.

The following types of work may be assigned under the terms of this Contract.

A. Responsibilities Under Bond Resolutions and Trust Indenture

The Consulting Engineer shall serve as the Tollway's "Consulting Engineer" as defined and set forth in the Tollway's Trust Indenture, incorporated herein by reference, performing responsibilities of the Consulting Engineer as described in the Trust Indenture. These responsibilities are defined further in the Amended and Restated Trust Indenture, effective March 31, 1999.

These services are described below:

1. Consulting Engineer's Annual Report: The Annual Report shall summarize the major accomplishments of the previous year's operations and shall also discuss the Tollway's current plan for projects. It shall review the major issues facing the Tollway and shall qualitatively discuss how the Tollway is handling them.

The Annual Report shall provide an overview of the coordinated results of the joint field inspections and include information on the general condition of the Tollway System with overall recommendations for maintenance required on the Tollway Facility. Traffic and Safety statistics obtained from the Tollway's Maintenance and Traffic Division shall be incorporated into this report. Recommendations for insurance coverage to protect against any loss of revenue shall be made during the year. The Annual Report shall restate the Consulting Engineer's insurance recommendations and include a list of current policies and the amounts of coverage.

2. Annual Inspection: The Consulting Engineer shall perform the annual inspection of the Tollway Facility utilizing a combination of Tollway personnel, the Engineering Consultant's personnel, any Subconsultants, and other consultants to the Tollway. Each of these entities shall be responsible for the inspection of various elements of the Tollway Facility. The Consulting Engineer shall assist in coordinating the work of these entities.

Upon completion of all inspection, the Consulting Engineer shall compile, review, and coordinate the inspection results for presentation in a report for each of the eleven Maintenance Sections. Each report shall provide a condition summary of the Tollway Facility and recommendations for addressing problem areas or deficiencies found during the inspection.

Field inspections performed on roadway, drainage structures, bridges, Tollway buildings, toll plazas and facilities, constitute the majority of the effort required in support of the

annual inspection and report. The Consulting Engineer shall submit a schedule of inspections and report submittals for the Tollway approval at the beginning of the year.

The Consulting Engineer shall meet with the Tollway personnel to perform the joint annual inspection. The objectives of the inspection are, first, to document the physical condition of the Tollway Facility, and second, to identify potential problem areas. When problems are found, for action by the Tollway's Maintenance Section Manager at the Maintenance Section, they will be presented in accordance with a ranking priority for each item identified. The Consulting Engineer will estimate the amount of work required and provide this information to the Maintenance Section Manager.

3. Tollway Meetings: The Consulting Engineer shall attend and participate in meetings. These meetings shall include program review, board meetings, meetings with Tollway Directors as requested by Directors or the Chairman, and special meetings on a number of topics, which are not project specific. The coordination and discussion that occurs at these meetings shall intend to keep the Tollway advised of the Consulting Engineer activities and resolve issues that occur.
4. Budget: The Consulting Engineer shall perform the budget review services in accordance with the requirements of the Trust Indenture. Upon evaluation of the initial draft of the proposed budget and review of the revenue collections and expenditures to date with projections for the remainder of the year, the Consulting Engineer shall make recommendations for acceptance or revisions. The Tollway will prepare and issue Monthly Financial Highlight Reports which contains the status of all current accounts in the budget. The Consulting Engineer shall review the reports to make sure that the requirements of the Trust Indenture are satisfied. The Consulting Engineer shall make recommendations for fund allocation to the Renewal and Replacement Account based on the requirements of the existing System and the Consulting Engineer's assessment of its condition. The Consulting Engineer will participate with the Tollway in meetings to review the new budget and the projects it contains.
5. Insurance Review: The Consulting Engineer shall review and recommend insurance coverage to be maintained by the Tollway. The complete infrastructure of the Tollway System shall be reviewed, inventoried and valued in order to determine the replacement cost for significant components of the infrastructure. Each lane mile increase, interchange or ramp widening shall be accounted for in order to develop Replacement Cost values for insurance purposes.
6. Fund Allocation Analysis: The Consulting Engineer shall review the financial operations, and then during the year, develop recommendations for fund allocation adjustments between the Renewal/Replacement and Improvement Program.
7. Certification: When requested by the Tollway, the Consulting Engineer shall issue various certifications of project costs, replacement costs for facilities, various stages of project completion, construction expenses and major improvement deposits to support the sale of bonds.

8. Legal Assistance: The Consulting Engineer shall furnish information to be used in the defense of lawsuits brought against the Tollway or to provide back-up material for suits and countersuits initiated by the Tollway's General Counsel.
9. Permit Review: When requested by the Tollway, the Consulting Engineer shall provide services to assist the Tollway in the review process prior to the approval of a permit by the Tollway's Board of Directors.

B. Asset Management and Record Retention

1. The Consulting Engineer will be responsible for developing, implementing, and maintaining a document control and a filing system which shall govern the distribution and file copies of all program-related correspondence, reports, plans, technical data, etc. of the Consulting Engineer. Said system shall be subject to the Tollway's approval. Program/project files shall be accessible to Tollway staff and transferred to the Tollway upon completion of the work or as otherwise directed by the Tollway.
2. The Consulting Engineer will maintain a database of Tollway assets accessible by Tollway staff at all times. This database will be updated with asset conditions following each annual inspection and at each construction project completion. The Consulting Engineer will use the asset database to run and support an active asset management program.
3. The Consulting Engineer may be required to provide personnel capable of providing technical support for a Client/Server Sequel (SQL) database system that tracks capital budget, all engineering projects, board resolutions, pay estimates, invoices, etc. The Consulting Engineer will be responsible for managing relational data, setting data workflows, retrieval, reporting and analysis. The system must be able to work with data accessed over web-based services.
4. The Consulting Engineer may also be required to have staff proficient in Geographic Information System (GIS). The Tollway may require the Consulting Engineer to provide comprehensive services for assistance in the design, review, and implementation of GIS. The Consulting Engineer may be required to provide such GIS proficient staff to be located at the Tollway's offices. They should be experienced in, but not limited to GIS related software such as: Environmental Systems Research Institute, Inc. (ESRI), Intergraph, MapInfo, and Bentley Systems.
5. The Consulting Engineer will be responsible for the transportation, care, cataloging and maintenance of the Tollway's original construction documents. These documents consist of all the record plans for the construction of the Tollway System. The documents currently occupy approximately 2,000 square feet. With this task, the Consulting Engineer will also be responsible in furnishing full size copies of record drawings at the request of the Tollway or to a Design Section Engineer with the Tollway's approval. The request will include the contract number, drawing number, and the Consulting Engineer shall have no more than five (5) working days to provide the copy.

6. The Consulting Engineer will be responsible for updating the improvement record. The Improvement Record memorializes, by Tollway Corridor and Milepost, all projects that have ever been completed on the Tollway system. As construction contracts are closed, the Consulting Engineer will upload as-built plans to the Tollway's online repository and update the Improvement Record.
7. The Consulting Engineer will provide support to the Tollway for communication tower inspection, asset management, and lease management relating to current and future uses.
8. The Consulting Engineer will provide support services to the Facilities and Fleet Manager to assist with needs assessment, asset management, contract development, fleet operations and facility operations and overall facility needs assessment planning.
9. The Consulting Engineer shall collaborate with the Tollway contracted pavement specialist consultant for processing data, QC/QA of data collection, and performing analyses utilizing the Pavement Management System to assist the Consulting Engineer with their duties. The Tollway has contracted with a Pavement Specialist consultant to develop a Pavement Management System. Accurate data input to this system is crucial. The Pavement Management System will be used for predicting pavement life, and programming.

C. Technical and Administrative Assistance

The Consulting Engineer may be asked to provide technical and administrative project support to the Tollway by:

1. Attending meetings of the Board of Directors of the Tollway, meetings of the Committees of the Board, Board and/or staff workshops, and regularly scheduled and special staff meetings with the Chairman or Directors of the Tollway Board.
2. Maintaining ISO 9001:2015 certification for project development, planning, design management and construction management of capital program projects. ISO certification within these disciplines affirms the Engineering Department's strict standards and rigorous management system. This includes maintaining the ISO standards and procedures, overseeing the Quality group, and performing construction audits on all active contracts.
3. Providing administrative staff to assist Tollway personnel in the timely processing of Authorization to Proceed (ATP), Change Orders, and Extra Work Orders. The process involves interaction with Tollway Staff, consultants, contract services, Procurement, Legal, Finance, Executive Office, State Purchasing Officer (SPO), and the Procurement Policy Board (PPB).

4. The Consulting Engineer may be required to provide personnel capable of serving as a liaison on all projects including those with an Information Technology focus. The Consulting Engineer may assist in monitoring Requests for Proposals, evaluating, and overseeing Information Technology studies. Expertise in networking (Cisco routers, NT, Microsoft Solutions Expert (MCSE)) required as well as expertise in telecommunication systems. The Tollway's Information Technology department (IT) includes full telecommunication support of a Tollway-wide Private Branch Exchange (PBX) system, microwave system, 800 MHZ radio system, and multiple T1 connections, as well as control of extensive fiber installations.

In addition to working on current projects, the Consulting Engineer may assist in identifying additional projects related to IT. Review and oversight of the Information Technology department's planning processes, project management processes, and disaster recovery preparation may be part of the Consulting Engineer's services.

5. The Consulting Engineer may also be required to have staff proficient in Traffic Incident Management System (TIMS). The Tollway may require the Consulting Engineer to provide comprehensive services for assistance in the design, review, and implementation of TIMS. The Consulting Engineer may be required to provide proficient staff to be located at the Tollway's offices in order to oversee TIMS technology implementation.
6. Analyzing claims against the Tollway arising out of a project or work thereon, and provide support as required to resolve such claims
7. Furnishing testimony in hearings, condemnation proceedings or other litigation, and preparing trial exhibits
8. Representing the Tollway at regional meetings task teams, Tollway technical and staff meetings, agency coordination meetings, Technical Work Group meetings with IDOT and/or other parties and other meetings of governmental or quasi-governmental bodies, as requested by the Tollway
9. Representing the Tollway before civic, charitable, homeowners' or similar groups that request a speaker to discuss the Tollway's planned or ongoing activities
10. Generating slides, graphs, photographs, charts, computer or audio/visual presentation, or other presentation aides for the Tollway, together with papers, reports, news releases and similar items
11. Monitoring costs of the Tollway's projects and/or operations and notifying the Tollway when budgetary issues arise
12. In addition to the Consulting Engineer obligations to fully review the consultants' work product prior to phase submittals to the Tollway and/or other parties, performing general review, coordination, and liaison work among the Tollway, design section

engineers, IDOT, Federal Highway Administration (FHWA), interested public or private entities, and local governments to achieve efficiency and continuity in project planning design and construction

13. Apprising the Tollway's staff, consultants and/or Board of Directors of recent or innovative developments, trends or significant issues regarding tollway design, financing or operation that may be applicable to the Tollway
14. Assisting in developing the Tollway's Annual and Multi-Year Program for Renewal/Replacement and Improvement Projects. This effort may include serving as the Systemwide Design Corridor Manager (DCM) including program development, Designer management, contract packaging, contract scopes, coordinate contract schedules, project monitoring, advertisement assistance, and coordination.
15. Assisting in developing and providing support services to the Facilities and Fleet Manager to assist the JOC program, fleet operations, facility operations, and overall facility needs assessment planning This effort may include serving as the Design Corridor Manager (DCM) including program development, designer management, work packaging, scopes, coordinate contract schedules, project monitoring, advertisement assistance, and coordination..
16. Reviewing and updating programs to maintain logical and realistic short-and long-term strategies for the rehabilitation/reconstruction of various tollways
17. Certifying that the Tollway's treatment plants conform to the Illinois Environmental Protection Agency (IEPA) regulations
18. Providing support to the Tollway for fiber optic and microwave projects relating to design review and implementation of these communication system projects
19. Providing support services to the Business Systems Department for the IPASS Program and the Toll Collection Equipment Replacement Program along with general support to closed circuit surveillance television and toll collection field problems
20. Providing support services during the preparation of Request for Proposals and development of plans and specifications to support Information Technology, Business Systems, Operations and other Tollway departments. At the request of the Tollway, the Consulting Engineer shall provide support services during the implementation phase of the fiber optic network, the Synchronous Optical Network (SONET) equipment and other related projects.
21. Providing assistance in the review of software development and integration of new computer-based systems in the Tollway's Toll Collection Equipment Replacement Program. Also provide assistance to various Departments and Divisions to evaluate and recommend new technologies for implementation and to identify system needs for accommodating these technologies.

22. Providing general engineering advice and assistance to the Tollway, the selected design section engineers, and construction managers in regard to the design and construction of the applicable projects, as well as to the General Counsel of the Tollway.
23. Making recommendations relative to the issuance of permits for the passage of oversize and overweight vehicles on the Tollway System. In addition, continues system structural analysis for maintenance of the Load Analysis and Rating System. Maintain structural data for permits included in the Tollway/IDOT bridge permit agreement.
24. Inspecting all construction contracts where one-year performance bonds are nearing expiration and before expiration of warranty bonds or specifications. These contracts will be inspected for defects and non-conformance to standards. Prepare documentation to review and identify items that may require repair, author correspondence to contractors, and monitor the responses and work, utilizing the Tollway's Web Based Project Management (WBPM) system.
25. Providing training to the Tollway and other parties to improve and strengthen the coordination and delivery of Tollway projects, including, but not limited to, highlighting revisions to Tollway standards, manuals, and bulletins; training for Tollway Project Managers; training for Tollway Maintenance, IT, and ITS staff; and training on installation and maintenance of ITS and roadway barriers, such as guardrail.

D. Contract Support

1. Assist the Tollway in undertaking special projects, assignments, and studies including, but not limited to collecting data for submittal to governmental bodies, professional organizations, and other entities or the public.
2. Develop a transition plan to be implemented upon termination of the Contract with the Consulting Engineer to ensure a smooth, efficient and uninterrupted transition to any successor Consulting Engineer.
3. Assist the Tollway in contract development, scheduling, and evaluation activities such as:
 - Developing scope of services, special contract provisions, and project concept reports;
 - Developing Requests for Qualifications/Proposal(s)/scope packages;
 - Preparing estimated staffing requirements and estimates of costs for proposed services;
 - Developing milestone schedules of overall time relationships authorized for the performance of services and coordination between various entities that are to be involved in a project;
 - Preparing for, coordinating, and/or conducting scope of services, meetings and preparing official minutes;

- Reviewing and providing comments on consultant technical proposals, responses, and letters of interest; and
 - Analyzing, interviewing, evaluating and negotiating with proposed or current consultants.
4. Assist the Tollway in contract and change management activities such as:
- Reviewing and determining the validity of consultant claims for extra work, extensions of time for performance of services and other claims;
 - Developing and issuing Requests for Qualifications/Proposal(s) for supplemental services;
 - Developing and processing of Requests for Supplemental Services/Supplemental Agreements/Charge Orders to obtain the Tollway's internal approvals for consultant performance of supplemental services;
 - Reviewing and evaluating of appropriateness of consultant submitted fee proposals for supplemental services;
 - Developing, reviewing and documenting supplemental agreements for extra work or amendments such as extensions of time for performance of services;
 - Reviewing, evaluating and approving consultants' requests for payment;
 - Developing and implementing procedures for consultant involvement in providing contractor shop drawings review and design services during construction;
 - Monitoring consultant performance of services to establish adequacy relative to contract intent;
 - Preparing consultant termination agreements or certificates of completion and obtaining release and waiver of liens and claims; and
 - Developing and implementing Computer Aided Design and Drafting (CADD) standards for electronic file submissions of designs developed by other design engineers.

The Consulting Engineer shall use MicroStation CADD file tape and other materials and documents submitted by the various consultants with their pay estimates, as required, assisting in verifying the percentage of completion of the work for which payment is being requested. The Consulting Engineer shall keep and safeguard these tapes to provide an up-to-date alternative work progress record for the project contract plan development of each project development discipline.

5. Assist the Tollway in the development and implementation of:
- Standardized scopes of services normally solicited from consultants;
 - Standardized language applicable for scope of services normally obtained by the Tollway that can be utilized by Tollway personnel in preparing contract packages;
 - Assist the Tollway in undertaking special projects, assignments, and studies;

- Collecting data for submittal to governmental bodies, professional organizations, and other entities or the public; and
 - Developing guidelines for professional liability insurance requirements of consultants.
6. Assist the Tollway in establishing controls and reporting systems to:
- Schedule, track and monitor status of professional and construction contracting activities; and
 - Provide and/or obtain subcontract advice on technical matters requiring specialized skills, techniques, or equipment.
7. Assist the Tollway in Information Technology-Related Functions, such as:
The Consulting Engineer may be required to provide personnel capable of serving as a liaison on all projects including those with an Information Technology focus. The Consulting Engineer may assist in monitoring Requests for Proposals, evaluating, and overseeing Information Technology studies. Expertise in networking (Cisco routers, NT, Microsoft MCSE) required as well as expertise in telecommunication systems. The Tollway's Information Technology Department (IT) includes full telecommunication support of a Tollway-wide Private Branch Exchange (PBX) system, microwave system, 800 MHZ radio system, and multiple T1 connections, as well as control of extensive fiber installations.

In addition to working on current projects, the Consulting Engineer may assist in identifying additional projects related to IT. Review and oversight of the Information Technology Department's planning processes, project management processes, and disaster recovery preparation may be part of the Consulting Engineer's services.

The Consulting Engineer should be prepared to provide the previously stated technical expertise and support staff on-site upon request by the Tollway. This expertise and/or support may be sub-contracted through the Consulting Engineer Contract.

E. Project Development

The Tollway intends to assign various tasks to the Consulting Engineer regarding general mobility planning and the study and evaluation of potential tollway projects and other Advanced Project Development services. The Tollway anticipates that portions of these services shall be assigned to the Consulting Engineer for it to perform in-house while other services shall be outsourced to other consultants, environmental engineers or other providers to be performed under the Tollway's supervision. The Tollway intends that corridor studies and preliminary feasibility work will be outsourced with coordination of both the Consulting Engineer and the Traffic Engineer. Preliminary traffic and revenue studies and investment-grade feasibility studies will be performed by the Traffic Engineer.

The Consulting Engineer may be asked to perform the following services:

1. Mobility Planning

Assist the Tollway in attending meetings of governmental and quasi-governmental bodies engaged in mobility planning and/or coordination, representing the Tollway's interests at said meetings, and promptly and accurately reporting any significant developments or information to the designated individual(s) at the Tollway. The Consulting Engineer may be requested to attend the meetings of the following entities on behalf of the Tollway:

- Chicago Metropolitan Agency for Planning (CMAP)
- Rockford Metropolitan Agency for Planning (RMAP)
- Regional Transportation Agency (RTA)

2. Feasibility Evaluation

Assist the Tollway in:

- Evaluating the economic feasibility of proposed tollway projects, including the preparation, review and/or evaluation of traffic models and forecasts, traffic and revenue trends, capacity analyses and projected toll revenue forecasts;
- Evaluate corridor studies or preliminary feasibility studies;
- Submitting and reviewing design traffic and coordination with IDOT, CMAP, RMAP, and RTA;
- Review interchanges justification/modification reports;
- Determining vehicle count and classification data;
- Informing the public of the status and impact of projects;
- Preparing Project Concept Reports; and
- Determining the most appropriate method of project acquisition whether it be by conventional design and construction; a privatized, exclusive development agreement; or other project delivery system.

3. Permitting Support

Assist the Tollway by providing all necessary permitting support including:

- Preparing and/or reviewing and providing written comments on permit requirements;
- Preparing or overseeing permit packages to include drawings and data that are provided by design section engineers or its own forces;
- Assisting in expediting the permit application/approval process;
- Providing an inventory of environmental permits, permit requirements, permitting schedule, and permit preparation support;
- Coordinating permit schedule with project schedule;
- Assisting in the review of plans and special provisions for regulatory environmental compliance; and

- Reviewing plans, special provisions, and construction activities for permit compliance.

E. Right-of-Way and Utilities

The Tollway intends that the Consulting Engineer shall be authorized to undertake significant tasks in-house and supervise various outsourced assignments regarding the Tollway's identification, acquisition and management of necessary right-of-way and its relocation of utility, railroad and other facilities.

The Consulting Engineer may be asked to perform the following services:

1. Professional Right-of-Way Services Management

- Production Manager: Developing and maintaining detailed scheduling and cost control plans and activities; reporting production progress; cash and parcel production forecasting; developing short- and long-range plans for right-of-way parcel production and expenditures; preparing right-of-way certifications.
- Contract Management: Managing the contracts associated with the right-of-way program in accordance with the Tollway's and, if applicable, IDOT's right-of-way procedures.
- Litigation Support: Providing testimony at eminent domain proceedings; providing assistance to the Tollway or its General Counsel, including providing testimony and responding to interrogatories; preparing trial exhibits.

2. Surveying and Mapping

The Consulting Engineer shall provide professional staff to advise and confer with the Tollway in the performance of professional surveying and mapping functions in the support of the Consulting Engineer's Right-of-Way and Utilities obligations.

The Consulting Engineer may be asked to perform the following:

a. Right-of-Way Mapping

- Review, coordinate, and manage the work of surveying and mapping consultants.
- Review and provide written response on the adequacy of all location/design surveys.
- Review and comment on the preparation of consultant right-of-way mapping completion; review and comment on the preparation of consultant legal descriptions; review and comment on the preparation of consultant appraisal sketches; based on such review, recommend acceptance and approval by the Tollway of said items.

- Develop surveying criteria and direct and coordinate the activities of the surveyors in the performance of professional services related to right-of-way surveys, preparing plats and legal descriptions for right-of-way parcels, establishing benchmarks and benchmark loops, performing and setting control survey lines and monuments as required to supplement work already accomplished by others; and provide reviews of the right-of-way plats and descriptions for completeness and general conformance with the project requirements.
- Using field information provided by the surveyors and others, prepare preliminary right-of-way maps showing existing right-of-way corner ties, as required to supplement work already accomplished by others; if right-of-way maps have been prepared by IDOT or others, verify the centerline alignment for use by the section engineers and the surveyors; provide the surveyors with the verified centerline alignment and required right-of-way widths to allow for horizontal control layout and right-of-way surveys, where required.
- Advise and consult on questions of surveying and mapping with respect to project intent.
- Incidental survey work as required.
- Monitor surveying and mapping consultants' performance of services to determine adequacy of work performed relative to contract intent.
- Advise and consult on questions of surveying and mapping with respect to the acquisition of property interests for the project.
- Provide surveying and mapping support services as required.
- Supervise, coordinate, and prepare the final right-of-way maps.
- Establish and maintain a record keeping system and archives.
- Meet and coordinate with public officials of government agencies and civic groups as required.
- Provide management services necessary to coordinate, plan, direct, and control the surveying and mapping program.
- Manage the contracts associated with the surveying and mapping program in accordance with the Tollway's surveying and mapping procedures and directives.

b. Utility/Railroad/Other Relocations

- Establish criteria for and the format of the applicable project plans, specifications and contract documents for utility relocations or adjustments.
- Perform review, coordination, and liaison work among the Tollway, IDOT, design section engineers, interested public or private entities, and local governments to achieve efficiency and continuity in project public and private utility relocation and adjustment planning and design.

- Prepare utility/railroad/other schedule and coordinate with project schedule all adjustments and relocations.
- Review design consultants' preparation of utility/railroad/other relocation drawings.
- Confer/coordinate with utility/railroad companies, cities, counties, transit lines, electric companies, telephone, telegraph and cable companies, gas line companies, water supply and sewerage districts, drainage, irrigation and flood control districts, and other entities regarding proposed and existing crossings, abandonments, closings and/or relocation of facilities and assist the Tollway in the negotiation of agreements/permits.
- Attend coordination meetings with involved public or private agencies during utility relocation and adjustment and final project design and construction plan development to discuss such items as permanent or temporary easements, right-of-way, detours, temporary crossings, etc.; advise the Tollway on engineering concerns or possible solutions for items discussed at those meetings.
- Perform regular review of utility relocation and adjustment plans for conformance with the requirements of the project construction.
- Assist the Tollway in the process of bidding and award of utility adjustment contracts, if necessary.
- Evaluate utility/railroad/other proposals and cost estimates for relocation work.
- Provide inspection and record keeping for relocation of activities.
- Prepare the necessary documents to certify that utilities/railroad/other conflicts are clear.
- Provide coordination with design and construction for utilities.
- Review payment requests received from utility companies and other entities for design services and construction expenses incurred in utilities relocations and adjustments and prepare appropriate recommendations to the Tollway.
- Maintain an ongoing and up-to-date comparison of actual to budgeted relocation costs; promptly notify the Tollway when material deviations between actual and budgeted relocation costs occur.

F. Plans, Specifications and Estimates Management

The Tollway intends that the Consulting Engineer shall be authorized to undertake significant tasks in-house and to supervise various outsourced assignments regarding the preparation of Plan, Specifications and Estimates (PS&E) for the Tollway's projects. The Tollway may request that the Consulting Engineer prepare the PS&E for the Tollway's smaller, Renewal/Replacement and Improvement projects.

The Consulting Engineer may be asked to perform the following:

1. Management

a. Project Management

Provide professionally qualified individuals to perform project management, including planning, scheduling, directing and controlling project activities from concept development through the completion of construction of a project. Persons assigned to oversee Registered Professional Engineers are themselves to be Registered Professional Engineers in the State of Illinois, unless the Tollway provides a variance at its discretion.

b. Project Development Services

- Manage the development and review of Plans, Specifications and Estimates (PS&E) documents including, but not limited to, engineering reports and all environmental documents.
- Review, critique and recommend project limits of work for each design section package.
- Develop conceptual design documents, including project design criteria, that form the basis of the preliminary engineering and design contract section packages.

2. Project Control Services Support

Establish and monitor project scheduling requirements and major milestone events for engineering/construction activities such as the following:

- PS&E
 - Design
 - Surveying and Mapping
 - Right-of-way
 - Environmental
 - Permits
 - Utility and railroad relocations
 - Construction
- a. Evaluate and validate consultant submitted schedules and their overall compliance with project milestone objectives.
- b. Evaluate physical progress of design activities versus schedule progress, and report significant variances; recommend strategies to address any such variances.
- c. Prepare and issue periodic status reports on project progress and document problems and delays.
- d. Prepare engineering estimates.
- e. Assist in preparing or prepare comparative cost estimates.
- f. Claims analyses.
- g. Level of work efforts (man-hour estimates).

3. Design Support

- a. Review and comment on the preparation by design section engineers of engineering reports, design, plans, specifications and construction documents at normal phase submittals as required by the Tollway's procedures and for special submittals that are or may be established for Tollway projects and of preliminary and final estimates of construction costs. Based upon such reviews, address the adequacy of such design, reports, plans, specifications and estimates, and, if appropriate, recommend acceptance and approval by the Tollway thereof.
- b. The Consulting Engineer's review will consist of general quality assurance/quality control oversight, including checking for and commenting on the format, adequacy, and economy of design and conformance with the project requirements, design criteria, master plans, standards, policies, specifications and special provisions. The various consultants shall be responsible for the accuracy of their respective engineering and technical work; nonetheless, the Consulting Engineer shall be expected to have performed its review with sufficient thoroughness so as to minimize defects and errors prior to phase submittals to the Tollway, IDOT, FHWA and/or other parties reviewing same. Formal reviews are anticipated to occur at approximately 30 percent, 60 percent, 95 percent, and final.
- c. When required, provide the Tollway with engineering support staff to serve as the Tollway's drainage engineer, structural engineer, CADD manager, geotechnical engineer and other Tollway staff as needed.
- d. Review design development compliance with approved project design criteria.
- e. Provide value engineering analysis and serve on value engineering teams when requested.
- f. Review and provide written response regarding the development of design and construction comparative cost estimates.
- g. Assist in expediting and obtaining necessary permits, utility clearances, and other authorizations required for advertisement for construction.
- h. Assist in evaluation and preparation of revised supplemental environmental documentation.
- i. Advise and consult on questions of engineering with respect to the construction of the project.
- j. Accomplish incidental design activities as may be required and authorized.
- k. Review for completeness and provide written response as to the applicability of construction contract special provisions and special specifications.
- l. Assist in the development and updating of special provisions, special specifications, and plan general notes; review current IDOT special provisions and comment on need to include same in the Tollway's contract documents.

- m. Provide special engineering services including special studies and economic advisory analytical services.
- n. Provide, review and/or design when required typical section package and pavement design for approval.
- o. Provide, review and/or design when required pavement coring and recommendations for pavement design.
- p. Provide geotechnical advisory support services, where authorized.
- q. Acquire and manage subcontract services to obtain supplemental support, as authorized when not provided by design consultants.
- r. Provide communications to and for public awareness.
- s. On an as-needed basis and if directed by the Chief Engineering Officer of the Tollway, review shop and erection drawings as submitted by design consultants and/or contractors to require timely processing by the design consultants and/or contractors.
- t. Provide quality assurance reviews of the design consultants' implementation of their quality control plan.
- u. Confer/coordinate with state, county, municipal and other legal authorities having jurisdiction regarding the crossing, closing and/or relocation of expressways, roads and streets and participate in negotiations of agreements covering such crossings, closings and/or relocations.
- v. Review or, when requested, prepare general notes, specifications and special provisions to project plans.
- w. Review and assist in development of stage construction layouts based on the following technical parameters:
 - Engineering analysis, including temporary drainage.
 - Traffic capacity analysis.
 - Traffic access and service analysis.
 - Transportation economics analysis.
 - Construction and traffic control cost analysis.
 - Traffic and construction safety analysis.
 - Final construction plan compatibility.
- x. Develop or review a roadway, toll plaza and structures foundation soil boring location plan depicting the approximate station, offset, and depth for each soil boring, as well as providing or reviewing criteria for obtaining soils samples and performing analyses of samples procured under this program; prepare a schedule of appropriate geotechnical laboratory tests and review results; and perform or review pavement thickness design for the applicable project based upon results of geotechnical investigations as may be appropriate for varying geologic foundation conditions, laboratory testing results, and projected vehicle weights and volumes for the design year.

- y. Develop geometric and design criteria to establish uniform practices to be followed by the design section engineers for acquiring design survey information and perform construction plan preparation for the applicable project; assemble existing plans and prepare supplemental details for use as standard or guide plans for pavement, drainage, structures, traffic interchange facilities, appurtenances, all subject to the approval of the Tollway; and furnish a copy of these assembled standards to the design section engineers, and to others as directed by the Tollway.
- z. Furnish topographic data used in the development of the project's Engineering Report, as may have been revised through the use of recent IDOT or other topographic mapping and/or aerial photogrammetry, to the design section engineers for their use in the development of base maps for the preparation of final construction plans; provide design section engineers the verified centerline alignment, and the preliminary profile grades which were used in the development of the Engineering Report.
 - aa. Using the base maps prepared by the design section engineers, review or, when requested, design and prepare a signing master plan which will depict required guide signs, showing the text and approximate sign locations.
 - bb. Using base maps prepared by the design section engineers, review or, when requested, design and prepare a roadway illumination master plan which will depict the approximate locations for roadway and under-bridge lighting; identify load center locations and indicate where transverse conduits should be placed to provide electrical service to toll plazas, to future median roadway illumination, and to electrical load distribution centers.
 - cc. Provide the Tollway with monthly reports of progress and a summary of key decisions that have been made or need to be made.
 - dd. Review and recommend approval of the pay estimates, schedules and progress reports submitted by the design section engineers, construction managers, and other design consultants performing work for the applicable projects.
 - ee. Issue certifications of completion for work completed by the design section engineers, construction managers, and other design consultants, including recommendation for final payment for services rendered.
 - ff. Develop an artistic trailblazer sign design for use in guiding patrons to the applicable project from surrounding roadway systems, for review and approval by the Tollway.
 - gg. Perform design reviews and assist in the procurement for the Automatic Vehicle Identification System/Electronic Toll and Traffic Management System and the Violation Enforcement System (VES) as currently existing and subsequently modified and, on an as-needed basis, assist in managing the implementation

and/or installation thereof in accordance with design requirements and schedule.

hh. Advise, assist, and consult on the Tollway's soils management plan.

4. Environmental Management

The Consulting Engineer may be required to furnish expertise in the following areas to provide management and support to the Tollway, its General Counsel and consultants: Wetlands, ecology, botany, biology, chemistry, geology, hydrology, historical conditions, archaeology, engineering, noise analysis, air analysis, social and cultural analysis, wildlife ecology, solid waste, traffic analysis, landscape architecture, Leadership in Energy and Environmental Design (LEED), renewable energy, and any others necessary to evaluate proposed tollway projects.

- a. The Consulting Engineer may be asked to manage contracts associated with the environmental management program in accordance with the Tollway's and, if applicable, IDOT's policies, rules and procedures.
- b. Environmental Permit Support
 - Assist with the management, direction, and coordination of the Tollway's environmental permitting activities necessary to properly evaluate proposed tollway projects, for the preparation of the PS&E, and to allow project design to advance to construction.
 - Determine, evaluate, and monitor environmental permit status and production schedules.
 - Identify permit conditions and their effects on the development of the construction documents. The effects or impacts shall be brought to the attention of the designer of record, for his/her further action, through the Tollway's designated representative.
 - Monitor compliance with the permit conditions and requirements during construction and maintenance.
 - Prepare environmental certificates and checklists necessary to document compliance with PS&E requirements.
- c. Solid Waste Management Plan:
 - The Consulting Engineer shall review and edit the management manual developed by the Tollway for the Tollway's personnel. The manual has two parts: Part One outlines a plan to identify, quantify and dispose of existing stored waste; and Part Two is a plan to manage cycles, classification, sources and amounts of hazardous wastes at each facility. The Consulting Engineer shall update the manual and will advise the Tollway on proper techniques for the disposal of waste generated at any facility for a period which exceeds the regulatory limitation for generators (generally 90 days).

- The Consulting Engineer may perform environmental site assessments (ESA). The purpose of the ESA is to support the Tollway in developing plans to identify, quantify and dispose of solid wastes found within the Tollway Facility in the course of routine maintenance activities. The scope of the assessment services will be:
 - Identifying areas of concern. This effort is likely to be spent in areas where concerns have been reported. Those areas may be where oil or wastes pipelines go through the Tollway's right of way and/or storage tanks have been buried.
 - Develop a record keeping system.
 - Developing a sampling and then testing program to be performed by outside testing laboratories. This effort is to determine the nature of the waste and the appropriate storage, handling, and disposal procedures.
 - Developing a recommended work action plan.
 - Providing assistance to the Tollway on an as-requested basis.

d. Environmental Studies:

As requested by the Tollway, the Consulting Engineer shall screen new projects for potential natural resources and environmental permit involvement. This will include review and comment on environmental and conceptual studies developed by the Tollway's design section engineers. The Consulting Engineer must also be qualified to perform, at the Tollway's direction, wetland and threatened and endangered species investigations.

G. Coordination of Construction Management Services and Administrative Requirements

The Tollway intends that the Consulting Engineer will perform certain construction management services, either operating independently or in supervision of the construction managers selected for the applicable project by the Tollway. Generally speaking, the Tollway intends that the Consulting Engineer, utilizing its own managers and staff, shall assist in the evaluation of, and generally oversee, contract awards and amendments, closely monitor, coordinate and track construction costs and progress, promptly notify the Tollway when costs or progress deviate from project budget or schedule, and evaluate and recommend strategies to address any such deviations.

The Tollway currently has retained a construction manager for each of its projects under construction and anticipates that the Consulting Engineer's principal role will be the review of the current and future construction managers. However, the Consulting Engineer should be prepared to provide construction management services to the Tollway if one of said construction managers defaults or if the Tollway elects to forego retaining construction managers due to the modest size of a project or for any other reason. The Consulting Engineer may be asked to perform the following construction management services:

1. Provide professionally qualified individuals to perform construction management services, including planning, scheduling, directing and controlling project activities after PS&E development through the completion of construction of a project.
2. Monitor construction and related project costs and maintain an ongoing and up-to-date comparison of actual to budgeted costs; promptly notify the Tollway when deviations between actual and budgeted costs occur; recommend strategies to address any such deviations.
3. Establish and monitor project scheduling requirements and major milestone events for construction activities to assure compliance with overall project schedule; promptly notify the Tollway of any deviations.
4. Provide technical assistance, as requested, to evaluate construction problems, proposed contractor repair schemes, and value engineering proposals.
5. Solicit, formulate, evaluate, and recommend strategies to address any deviation in costs or progress in comparison to project budgets or schedules.
6. Recommend approval of designs, plans and specifications to the Tollway preparatory to advertising for bids.
7. Assist the Tollway in the process of bidding and award of construction contracts, as requested.
8. Review the validity of contractor claims for extra work, extensions of time for performance of work and other claims.
9. Review and evaluate appropriateness of contractor submitted fee proposals for supplemental or extra work.
10. Negotiate with contractors regarding price proposals and/or adjustments in time for performance of work.
11. Develop, review and document supplemental agreements and change orders for extra work or amendments such as extensions of time for performance of work.
12. Review, evaluate, and approve contractors' requests for payment.
13. Monitor contractor performance of work to establish adequacy relative to contract intent.
14. Prepare contractor termination agreements or certificates of completion and obtaining release and waiver of liens and claims.
15. Assist with the procurement of water, sewer, and utility connections for the Tollway's proposed administration building, toll barriers, plazas, and other structures.
16. Based on final plan geometry, provide refined screen wall analyses to establish length, height and placement of required sound abatement walls.
17. Review project construction contract shop drawings, erection drawing working drawings, samples, material and product certifications, and catalog cuts and brochure submittals for general conformance with the design plans and specifications.
18. Develop, print, and distribute semi-annual design and construction progress reports to the Tollway outlining the acquisition of real property for each project, current estimates of opening of traffic dates for the various construction sections, the date of

construction completion, the project construction cost and operating cost for one year after completion of construction, and the amount of funds required for each six (6) months during the estimated completion period of construction; and comparisons between the actual times elapsed and the actual costs and the original estimates of such times and costs.

19. Perform prefinal and final inspection activities for construction contracts completed on the Tollway system by the Tollway or other agencies, as applicable

H. Management and Coordination of Maintenance Services

The Tollway intends that the Consulting Engineer, working in concert with the Tollway's Maintenance Department and Traffic Manager, shall generally oversee and evaluate the performance of maintenance on its projects.

The Consulting Engineer shall support the Tollway's Maintenance Department activities by:

1. Maintenance Oversight - Monitoring and analyzing the performance of necessary or prudent maintenance of all Tollway assets (including to extent necessary to comply with all Trust Agreements), whether by the Tollway's Maintenance staff or others, and promptly notifying the Tollway if said maintenance is being performed in an inadequate, inefficient or otherwise improper manner, submitting, if appropriate, recommendations to enhance the Tollway's Maintenance Department activities through use of outsourcing or other strategies.
2. Property Management - Establishing and maintaining real and personal property inventories; developing and implementing a plan for surplus and disposal of excess property; contracting and oversight of hazardous materials surveying and abatement activities; contracting and oversight of demolition and right-of-way clearing activities

I. Operations

The Tollway intends that the Consulting Engineer will assist the Tollway by evaluating the operation and possible enhancement of completed projects. Services related to any such enhancement shall be performed by the Consulting Engineer's managers and staff operating under the Consulting Engineer's supervision and oversight.

The Consulting Engineer may be asked to:

1. Perform or oversee the performance of bottleneck studies and similar analyses.
2. Review and verify available traffic data and develop additional data as authorized.
3. Develop emergency contingency plans.
4. Periodically evaluate the Automatic Vehicle Identification System/Electronic Toll and Traffic Management System and the Violation Enforcement System (VES) as currently existing and subsequently modified.

5. Consider, and notify the Tollway of, alternative Intelligent Transportation Systems technologies which may enhance the safety and efficiency of overall operation of the Tollway system.
6. Evaluate, and propose appropriate modifications to, the Tollway's Automatic Vehicle Identification System/Electronic Toll and Traffic Management System,
7. Development of preliminary and/or updated design-hour traffic volumes for Tollway improvements or construction projects, toll plaza simulation model runs, review of technical reports prepared by others, meetings with other agencies and Tollway staff and other work requests. This task also includes periodic data requests from Tollway staff, which would not be otherwise included in another task.
8. Perform studies related to All Electronic Tolling (AET).

K. Special Assignments/Innovation Services

Special assignments generally cover work that may currently be tasked to other consultants or additional assignments that may be tasked to the Consulting Engineer outside of the items listed in this description. The following are potential, but not guaranteed. This list is not all-inclusive. Other special projects may be developed.

1. Pilot innovations
2. Road user charging
3. Oasis future development plans
4. Tollway Building Architectural plans
4. Internship/apprenticeship support
5. New roadway corridors
6. Any other unforeseen projects

III. Responsibilities of the Tollway

The Tollway will furnish, without cost to the Consulting Engineer, the following services and data to the Consulting Engineer in connection with services authorized under the terms of this Contract:

- A. Furnish all the Tollway's procedures, standards, forms, and policies applicable to the services.
- B. Furnish drawings, specifications, schedules, reports and other information prepared by and/or for the Tollway by others which are available to the Tollway and which the Tollway considers pertinent to the Consulting Engineer's responsibilities, as described herein.
- C. Provide existing structural, roadway and other plans, as available.
- D. Provide existing asset and asset management data.
- E. Furnish available traffic, safety (accident), and planning data.
- F. Advise the Consulting Engineer on all engineering requirements and Tollway updates.
- G. Advise the Consulting Engineer regarding all intergovernmental agreements, memoranda of understanding, and other agreements affecting the Consulting Engineer's performance under this Agreement.

PART II: CONTRACT CLAUSES AND REQUIREMENTS

2.1 CONSULTANT /SUBCONSULTANT CONFLICTS OF INTEREST WITHIN TOLLWAY PROJECTS

Certain contracts require that a prime Consultant cannot perform other new services for the Illinois Tollway. These consist of the Program Management Office (PMO), Consulting Engineer (CE), and Traffic Engineer (TE) contracts. The PMO, CE, and TE and their respective Subconsultants may be selected to perform work under Professional Service Bulletin(s) (PSB(s)) published prior to the PMO, CE, or TE project awards, whether selections under the PSB have been completed or are still in progress, in each case referred to herein as a "Prior Award". Except as noted above, a party serving as the prime Consultant on PMO, CE or TE projects may not perform other work for the Illinois Tollway during the pendency of the respective PMO, CE, or TE contract (including extensions).

Even if the prime Consultant is also selected under a Prior Award, the prime Consultant's, or any Subconsultant's project team personnel, may not review that team's own work on a Prior Award. In such cases where, in the course of performing duties as a PMO, CE, or TE, such party, or any Subconsultant thereto, would need to review its own work, the Illinois Tollway requires the use of an "ethical screen" approved by the Illinois Tollway at the time Statement of Interest(s) (SOI(s)) for the proposal that would give rise to a potential conflict are submitted. Such ethical screens must, at a minimum, provide that there shall be no communications between employees of firms reviewing Prior Award work performed or supervised by such firm. For example, if a Subconsultant to the CE has the responsibility of performing electrical lighting reviews for the prime Consultant, and the Subconsultant is also responsible for designing electrical lighting as a Subconsultant on a Prior Award, the CE prime Consultant must substitute either another Subconsultant or an employee of their own firm to review the Prior Award's specific design submittal. As an additional example, if a CE prime Consultant is reviewing work that prime Consultant performed under a Prior Award, an approved ethical screen would allow different employees of the CE than those that worked on the Prior Award or a CE Subconsultant uninvolved in the Prior Award to perform the review. The Illinois Tollway reserves the right to assess any other potential conflict issues that a professional firm, professional individual, or the Illinois Tollway reasonably determines is inappropriate.

This notice is not intended to create confusion; rather it is to request the use of common sense and professional judgment. Professional firms should not place the firm in an unfair advantage. When there may be an issue, the Consultant must quickly inform the Illinois Tollway so that appropriate steps can be taken to mitigate any such instance. This notice is not intended to address any potential conflicts of interest ruled upon by the Chief Procurement Officer and/or the Procurement Policy Board under the Illinois Procurement Code (30 ILCS 500/1 *et seq.*). Violations of this section may result in termination of contracts for cause or the Illinois Tollway may decline to award projects.

2.2 INSPECTOR GENERAL

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

2.3 FINANCIAL INFORMATION

2.3.1 DIRECT LABOR MULTIPLIER

The Direct Labor Multiplier to be used on projects advertised in the PSB is as follows:

Phase I and II (Studies, Design, and Survey)	2.8
Phase III (Construction Management)	2.8
Project Staff at Illinois Tollway Facilities	2.5

- The 2.5 multiplier applies to contracts with personnel permanently assigned to a Illinois Tollway facility, such as the Central Administration Building (CA). The 2.5 multiplier does not pertain to personnel assigned to construction field offices for Phase III (Construction Management).

The Direct Labor Multiplier for specialty engineering services, such as Aerial Mapping and LiDAR, will be based upon the firm's current overhead determined during initial contract negotiations between Tollway and Consultant.

2.3.2 OTHER CONTRACTING METHODS

The Illinois Tollway, in its sole discretion, may consider, when it is in the best interest of the Illinois Tollway, other payment methodologies in lieu of Direct Labor Multiplier. Other considerations include “flat rate” or “lump sum” methodology that would be further defined at the time of negotiations between Tollway and Consultant. Other payment methodologies could negate or alter section 2.3.1 Direct Labor Multiplier.

2.3.3 ESTIMATED CONSTRUCTION COST OF PROJECTS

The estimated construction cost of each project is presented in the following categories or may be specific to a project detail. This is to assist the Vendor in determining the relative size of the project. The construction cost category will be included in each Item. The categories are:

CATEGORY	ESTIMATED CONSTRUCTION COSTS
A	\$0M - \$ 10M
B	\$ 10M - \$ 25M
C	\$ 25M - \$ 50M
D	\$ 50M - \$ 75M
E	\$ 75M - \$100M
F	Over \$100M

2.3.4 ALLOWABLE DIRECT COSTS

The Allowable Direct Cost and Allowable Direct Cost –Construction Inspection list was last updated September 12, 2018 and is available on the Illinois Tollway's website.

<https://www.illinoistollway.com/doing-business/construction-engineering/forms>

Website for State Reimbursement Rates

<https://www.illinois.gov/cms/Employees/travel/Pages/default.aspx>

Click on the “For Employees” tab and then on the “Travel Guide”.

For information on accessing the Illinois Tollway Website please refer to the Table of Contents.

The Illinois Tollway will allow the Vendor to negotiate their Direct costs and bill as a lump sum on the contract.

2.4 ILLINOIS TOLLWAY'S CONTRACT PAYMENT POLICY

The Illinois Tollway will not issue payments under contracts for costs incurred during the preceding calendar year if any invoice for that work is received after February 28th of the subsequent State of Illinois fiscal year. This policy enables the Illinois Tollway to close its financial books both on time and accurately. In order to meet the requirements of Generally Accepted Accounting Principles and those of the Illinois Auditor General and external auditors, the Illinois Tollway must account for all of its expenditures for a given calendar year before the end of the subsequent February.

This policy includes payment of any "re-bill" issues that may arise. The Illinois Tollway is unable to make any payments for work in a given calendar year if it has not been properly invoiced to the Illinois Tollway by February 28th of the following year.

2.5 DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION

The Illinois Tollway hereby notifies all respondents that it will affirmatively ensure that in any contract entered into pursuant to this solicitation, disadvantaged, minority, women-owned business and Small Business Administration (SBA) 8(a) enterprises are encouraged to submit a SOI response to this invitation and/or to participate in the advertised Disadvantaged Business Enterprise (DBE) goal of the work to be performed under the contract as a Subconsultant.

Any agreement between a Consultant and a DBE or other Subconsultant in which the Consultant requires that the Subconsultant not provide professional services proposals to other vendors is prohibited.

To qualify as an eligible DBE, the firm must be currently certified by one of the following agencies currently participating in either (A) the Illinois Unified Certification Program (IL UCP), (B) the City of Chicago, Illinois, or (C) the County of Cook, Illinois, as a Minority or Women-Owned Business ("M/WBE") pursuant to their M/WBE programs or (D) it must be currently participating in the Small Business Administration SBA 8(a) Program. A DBE is considered to have current certification if the firm is listed in the directory database of the pertinent certifying agency:

- IL UCP - Illinois Department of Transportation (IDOT)
- IL UCP - Chicago Transit Authority (CTA)
- IL UCP - PACE
- IL UCP - METRA
- IL UCP - City of Chicago
- City of Chicago – M/WBE
- Cook County, Illinois – M/WBE
- Small Business Administration SBA 8(a)

Each DBE firm utilized must be listed in a certifying agency's database at the time of the expiration of the extended documentation period, if utilized, as described below to be considered acceptable. Please provide proof of certification (example: letter) with your SOITEAM submittal (Certifications are to be included as attachments to **Exhibit F – Letter of Intent). Certification letters must be current, and DBE vendor's scope(s) of work stated in the SOI and Letter of Intent (LOI) must match the area(s) of specialty specified in the DBE's certification letter.**

You can view/print and download the most current listing of DBE firms at:

- IDOT's web site: <https://webapps.dot.illinois.gov/UCP/ExternalSearch>
- City of Chicago's web site: <https://chicago.mwdbe.com/FrontEnd/VendorSearchPublic.asp>
- County of Cook, Illinois' web site: <https://cookcounty.diversitycompliance.com/FrontEnd/VendorSearchPublic.asp?XID=2768&TN=cookcounty>
- Small Business Administration's SBA 8(a) web site: http://dsbs.sba.gov/dsbs/search/dsp_dsbs.cfm.

If a Vendor cannot obtain sufficient DBE commitments to meet the contract goal, the Vendor must document its good faith efforts to meet the goal, including any DBE participation secured, and request a partial or full waiver of the contract goal. Demonstrating good faith efforts means that the Vendor must show that all necessary and reasonable steps were taken to achieve the contract goal, meaning those steps that could be reasonably expected to obtain sufficient DBE participation. Mere pro forma efforts are not good faith efforts, and the documentation must be supported by backup evidencing contact attempts and results made by the Vendor to DBE firms. Vendors should not submit pricing information received from DBE firms with the good faith efforts documentation.

Examples of good faith efforts and the contact log are available in the List of Documents, Exhibit F, Section 7.10 of the State of Illinois Veteran Small Business Participation and Utilization Plan.

For "Upon Request" projects: the Illinois Tollway may consider a goal adjustment or waiver request if and when a task order is issued for an upon request project which provides a detailed scope of work and the awarded Vendor requests an adjustment when it submits a proposal to complete the task order.

Extended Documentation Period for Vendors with a Technical Issue as determined by the Illinois Tollway related to the DBE Commitment Made on a SOI:

All required DBE documentation must be completed to the fullest extent possible and submitted with the SOI, including the signed DBE Letters of Intent (LOI) and SOITEAM data. If a DBE Letter of Intent and current letter of certification are not submitted with the SOI, the SOI will be deemed non-responsive.

Each Consultant submitting a SOI who has a DBE commitment with a technical issue as determined by the Illinois Tollway related to DBE participation that is identified during initial review of a SOI by the Illinois Tollway shall be allowed, upon an email notification from the Contract Compliance team from the Illinois Tollway, an extended documentation period which will extend until 5:00 pm CT on the second business day after the day the notification is sent (e.g. if a Consultant is notified on Monday, extended documentation period concludes on Wednesday at 5:00 pm).

The extended documentation period allows Consultant solely to correct their initial SOITEAM data to add or adjust DBE participation to:

- Meet or exceed the initial DBE commitment stated in the SOI, if that initial commitment was above the advertised DBE goal, or
- Meet or exceed the goal, if the initial DBE commitment stated in the SOI was below the advertised DBE goal.

The Consultant shall submit updated SOITEAM data and LOI if additional or adjusted DBE participation is secured by the end of the extended documentation period.

Under no circumstances is a Consultant allowed to remove, replace or reduce the DBE participation of a certified DBE firm listed in the initial LOI and SOITEAM data without prior written consent of ILLINOIS TOLLWAY. Increases to DBEs listed in the initial LOI and SOITEAM data are allowed. Note: the percentage inserted in the LOI will take precedence over any other percentage inserted in the SOITEAM data in the event of a discrepancy. Under no circumstances is the Consultant allowed to change any documentation unrelated to the correction of the technical issue identified. Any adjustment made to the DBE portion of the LOI and SOITEAM data during the extended documentation period must include a brief statement describing the revision(s) with resubmittal of the LOI and SOITEAM data. Any other changes to the original SOI will not be accepted.

Illinois Tollway Disclaimer Statement: Disadvantaged Business Enterprises (DBE) Directory, City of Chicago or Cook County, Illinois Minority and Women-Owned Business (M/WBE) Directories, or Small Business Administration SBA 8(a) Directory

Firms listed in either the Illinois Unified Certification Program (IL UCP) Disadvantaged Business Enterprises Directory or the City of Chicago Minority and Women-Owned Business Directory have been certified as a Disadvantaged Business Enterprise (DBE) by one of the IL UCP participating agencies (Illinois Department of Transportation, City of Chicago, Chicago Transit Authority, Metra and Pace) or by the City of Chicago.

Firms listed in the County of Cook, Illinois M/WBE Directory have been certified as Minority or Women Owned Business Enterprises by the County of Cook, Illinois. Firms listed in the Small Business Administration SBA 8(a) Directory have been certified as SBA 8(a) business enterprises by the Small Business Administration.

The criteria, standards and procedures by which certification decisions are made can be obtained from any of the certifying agencies. These directories are to be used as an “informational source only” and the following must be considered:

- Certification does not mean that a firm is in any way prequalified to provide the products and/or services the firm claims it can provide. “Certification” means that the certifying agency has determined, on the basis of information provided and the representations therein, that a business is a bona fide DBE. The certifying agency does not, as a result of any listing, make any representation concerning the ability of any listed firm to perform work in the specialty listed;
- The Illinois Tollway does not, through its use of, and referral to, certification lists, make any representation concerning the ability of any listed firm to perform work in the specialty listed.
- The Illinois Tollway, in awarding a contract, has discretion in determining whether a DBE firm’s listed work categories are eligible to be counted toward the fulfillment of DBE contract goals; and
- It is the responsibility of all vendors to:
 - a) Conduct their own investigation to determine the capability and capacity of the
 - b) DBE firm(s) to satisfactorily perform the proposed work; and
 - c) Ensure the DBE firm(s) is currently certified. A DBE is considered to have current certification if the firm is listed in the directory database of the pertinent certifying agency.

These directories list the most current certified firms. If there are any questions concerning these directories, please contact the certifying agency.

2.6 PARTNERING FOR GROWTH PROGRAM GUIDELINES (formerly Partnership-Mentor/Protégé Program Guidelines)

The Partnering for Growth Program and Documents have been updated effective March 2017, and are available on the Illinois Tollway’s Website at:

<https://www.illinoistollway.com/doing-business/diversity-development/programs/partnering-for-growth>

The Partnering for Growth Program applies to both Veteran-Owned Small Businesses (VOSBs) and DBE firms. Separate Exhibit E – Partnering for Growth Program - Memorandum of Understanding forms are available for use with a VOSB or a DBE firm. Vendors may have multiple Partnering for Growth agreements in either the DBE and/or VOSB category(ies) and may have partnerships with both.

2.7 STATE OF ILLINOIS VETERAN SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN

This solicitation includes specific Veteran Small Business participation goal(s) as specified in each Item detail based on the availability of CMS-certified veteran-owned (VOSB) vendors to perform or provide the anticipated services required by this solicitation. The Veteran Small Business participation goal is applicable as specified in each Item detail. In addition to the other award criteria established for this solicitation, the Illinois Tollway will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. Vendor must submit a Utilization Plan and Letter of Intent with its SOI. Refer to PART III, List of Documents, Exhibits, and Other Attachments, for submittal instructions. As stated in Exhibit F, to qualify as an eligible VOSB the firm must be currently certified, at the time of the Professional Services Bulletin due date, by the Department of Central Management Services. Registration is available at:

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

For Veteran Small Business Utilization Plan go to:

<https://www.illinoistollway.com/doing-business/construction-engineering/bids-bulletins-awards>

2.8 TEAMING AGREEMENT

The action of joining forces with another vendor to submit on a Professional Services Bulletin (PSB) is called Teaming. All former policies and procedures referring to Joint Venture still apply, with Teaming as the name of the effort.

Team SOIs shall comply with the same requirements set forth for individual SOIs, including, but not limited to, the submittal (under the Team's SOI code name) of the SOI, SOITEAM data, Exhibits, and Disclosures. A Team SOI represents a unique submittal and shall not be combined with an individual SOI from the Team Lead or submittals from other, unique teams.

Team members and a Team Leader must clearly be identified with the SOI submittal, and Team Lead shall be considered the Prime Vendor upon selection. A Team Lead can only select one D/M/WBE category but may provide evidence of multiple certifications by attaching any supporting documentation in the attachments tab before submitting. The selection criteria for the Team will include the Team members' prequalification categories, and the sum of the individual firm's work capacity and evaluation history.

The Illinois Tollway requires the Team to **self-perform no less than 40%** of the work, meaning the Team cannot subcontract more than 60% of the project work. The scope of work to be performed by each Team member and its Subconsultants must be clearly defined and leave no room for interpretation in the SOI. Each Team member must make a substantial contribution to the performance of the work being completed by the Team. Factors that may be considered by the Illinois Tollway, in its sole discretion, in determining what constitutes a substantial contribution include, but are not limited to, the number of participants in the Team, the professional qualifications of each member, and the nature of the work being performed.

The Illinois Tollway **DOES NOT** have a form for Teaming Agreements. However, the firms submitting as a Team are required to obtain and submit their Teaming Agreement. A Teaming Agreement, signed by all members, **MUST** be submitted within ten (10) business days after contract negotiations and prior to Board award. The Teaming Agreement will clearly identify the Team members, their percentage interest / share, as well as respective rights and responsibilities. The Teaming Agreement shall further designate a Team Lead who will assume responsibility for invoicing. **The Team may have no more than three participants.**

Each Team member shall procure and maintain separate insurance policies that meet the Illinois Tollway's insurance requirements. The Tollway's standard insurance requirements are set forth in the Vendor Agreement boilerplates (See Illinois Tollway website: <https://www.illinoistollway.com/doing-business/construction-engineering/forms> under Doing Business> Construction and Engineering: Vendor Resources under Vendor Forms). Each Team member will procure and maintain policies that meet the Prime's required level of coverage and shall indemnify the Team and the Tollway against claims arising from their performance under the Team, as well as agreeing to remain joint and severally liable upon termination of the Project and/or the Team. In the event of the termination of the Team, the insurance and indemnification rights of the Team must be assignable to the Illinois Tollway as a matter of law. Proof of compliance with these requirements must be submitted to the Illinois Tollway prior to issuance of the Illinois Tollway's Notice to Proceed.

Team SOI submittal requirement overview:

- Designate a single point of contact who shall serve as the Team's primary contact with the Illinois Tollway.
- Indicate the Team member responsible for each prequalification category.
- The Team Lead shall submit outstanding work obligations, and Forms A or Forms B disclosures (as applicable) for each of the Team members.
- Identify the Team member responsible for invoicing.
- For Exhibit A, plus other required documents specified in the PSB, combine the information for all participating Team members.
- Submit the Teaming Agreement within ten (10) days after contract negotiation and prior to Board award.

A firm planning to submit a SOI as a Team is required to contact the Illinois Tollway for a Team SOI Firm Name Code. Contact CS staff via e-mail at csstaff@getipass.com. The Team SOI Firm Name Code as provided by the Illinois Tollway is required to identify and process the submittal as a Team proposal.

Only the Team Lead is required to fill out the SOITEAM data on behalf of the Team. It is imperative that the other Team members do NOT submit SOITEAM data if they are not the Team Lead. The Team Lead must clearly identify the Team members and Subconsultants doing work for or in conjunction with the Team within the Team SOITEAM data submittal.

Example of a Team (TM) submittal: Companies forming Team are:

- Company A
- Company B
- Company C

Team Firm Name Code as provided by the Illinois Tollway is: ABC_TM

Team members naming parameters are:

- ABC_TM (Company A) "Managing Partner"
- ABC__TM (Company B)
- ABC_TM (Company C)
- Subconsultants to the Team Lead: J. Smith Consulting (Company B)
- F.J. Engineering (Company C)
- Subconsultants to the Team members: G. Engineering (Company A)
- Materials Inc. (Company A)
- Surveying Services (Company B) Jersey Consulting (Company B) KL Services (Company C)
- L MN Engineering (Company C)

2.9 PHASE III: CONSTRUCTION ENGINEERING SERVICES

The following applies to all Phase III Engineering service items.

After the Consultant has been selected, the Construction Manager (CM) shall provide the following to the Illinois Tollway:

The Consultant selected for the Construction Management (CM) Services shall submit for the Illinois Tollway's review and approval, a management plan for the specific Project(s) for which the Consultant is selected. This management plan shall include an outline of the full-time or part-time plant, on-site inspection services, sampling and laboratory testing the Consultant is providing for Quality Assurance. The selected CM's Consultant's Quality Program (CQP) shall include the identification and pre-qualifications of the Field Inspectors and Laboratory Technicians to be assigned to this project as employees of the Consultant or a qualified Subconsultant. The CQP shall include periodic verification by an independent qualified Subconsultant that the Quality Assurance operations are proceeding as specified using the proper methods of sampling and testing.

The name of any accredited material laboratory(ies) to be utilized for the quality assurance work must be provided with the CQP. The laboratory must be accredited under the AASHTO Accreditation Program (AAP) for all required test procedures specified in IDOT Bureau of Materials Policy Memorandum "Minimum Private Laboratory Requirements for Construction Materials Testing or Mix Design."

<http://idot.illinois.gov/home/resources/Manuals/Manuals-and-Guides>

2.10 CONSTRUCTION AND QUALITY ASSURANCE CONSULTANTS

Personnel performing materials testing for aggregate, PCC, and HMA shall have completed the appropriate IDOT Quality Management Training Program classes. Personnel performing soils inspection and field tests shall have completed IDOT class S-33, Soils Field Testing and Inspection.

The Field Inspectors assigned to this project for on-site Quality Assurance for earthwork quality control and for monitoring the on-site asphalt construction work must be prequalified by having passed the IDOT Nuclear Density training course. The Field Inspectors assigned to the on-site quality control of concrete placement shall be prequalified by having passed the IDOT/ACI Portland Cement Concrete Level I training course. Personnel performing soils field tests shall have completed IDOT class S-33, Soils Field Testing and Inspection.

The Vendor's Quality Assurance responsibilities at the material production plants shall be performed by a Field Inspector having passed IDOT Level I and Level II (HMA and PCC) training courses to perform the specified inspection of approved materials at the concrete and asphalt plants.

2.11 QUALITY ASSURANCE PREQUALIFICATION CATEGORY

The prequalification requirements for Quality Assurance Testing is required and will follow the guidelines set by IDOT in the Prequalification information under in the "Description and Minimum Requirements for Prequalification" in section H. SPECIAL SERVICES under the category for Quality Assurance Testing.

The information about the Quality Assurance Testing prequalification is located at:

<https://idot.illinois.gov/Assets/uploads/files/Doing-Business/Manuals-Guides-&-Handbooks/Highways/Materials/Concrete/6-08%20minimumprivatelabrequirements.pdf>

2.12 CLARIFICATION OF QUALITY CONTROL/QUALITY ASSURANCE REQUIREMENTS

The Quality Control/Quality Assurance personnel on Exhibit A shall not be the same personnel preparing the data. If the prime firm does not have personnel to cover the QC/QA requirements, then a Subconsultant prequalified in the category may be used.

The following highlighted sections have been added to the Guidelines in the Professional Services Bulletin and the solicitations.

Complete **Exhibit A** as follows:

- List the required key personnel to match required prequalification categories and any additional personnel requirements designated in the project solicitation. Include firm name if work is to be completed by a Subconsultant.
- QC/QA personnel must be different individuals than those preparing the design documents.

2.13 CONSULTANT CONTRACT FORMS

Standard forms exhibits and associated instructions to be used by construction management (CM) and design services engineering (DSE) Consultants in preparing proposals and agreements with the Illinois Tollway are located on the Illinois Tollway website. Contracts will be awarded based on the standard Agreement templates. Selected Consultants should be prepared to execute the appropriate Agreement template. Any exceptions shall be noted in the Consultant's SOI.

<https://www.illinoistollway.com/doing-business/construction-engineering/forms>

2.14 SELF-PERFORMANCE

The Illinois Tollway requires the stand-alone firm(non-team) to self-perform no less than 40% of the work.

PART III: LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

3.1 CONSULTANT'S COMMITMENT and SIGNATURE

Attach the Consultant's Commitment and Signature pages in the Required Documents Field. These pages are shown below, and are available on the Illinois Tollway website and through this link: <https://www.illinoistollway.com/doing-business/construction-engineering/bids-bulletins-awards>

SOI TO PROVIDE PROFESSIONAL SERVICES

Consultant should use this form as a final checklist to ensure that all required documents are completed and included with the SOI. Consultant must mark each blank below as appropriate; mark N/A when a section is not applicable to the PSB Item submitted. **Consultant understands that failure to submit this form or meet all requirements is cause for disqualification.**

1. **PSB Review:** Consultant reviewed the PSB, including all referenced documents and instructions, completed all blanks, provided all required information, correctly labeled / named its SOI files, and demonstrated how it will meet the Illinois Tollway's requirements.
_____ Yes _____ No
2. **Addenda:** Consultant acknowledges receipt of any and all addenda to this PSB, and has taken those into account in making this submittal.
_____ Yes – List Addenda numbers here: _____ _____ No _____ Not Applicable
3. Consultant has submitted with its SOI any and all documents required in this PSB 21-2. The most current forms are listed on the Illinois Tollway website: <https://www.illinoistollway.com/doing-business/construction-engineering/bids-bulletins-awards> (Doing Business: Construction and Engineering – Vendor Resources – Professional Services Bulletin). Exhibits from previous Professional Services Bulletins will not be accepted. **Consultant understands that incomplete or missing documentation will render the SOI submittal non-responsive.**
_____ Yes _____ No
4. **SOIs:** Consultant is submitting a separate SOI for each PSB item. The SOI is submitted in adobe.pdf format and labeled as described in 4.4 Submittal Instructions, using the SOI FIRM NAME CODE provided by the Illinois Tollway. The Consultant is submitting under its full, legal name, and if applicable, the full, legal names of the members or firms comprising the team.
_____ Yes _____ No
5. **Exhibit A:** Consultant is submitting with its SOI "key" project personnel specific to each SOI submitted, including Subconsultants, **resumes**, category of work and is attached as a separate document in e-Builder.
_____ Yes _____ No
6. **DBE and VOSB Evidence:** Consultant and/or Subconsultant is submitting evidence of certification from acceptable agencies and is attached as a separate document in e-Builder.
_____ Yes _____ No _____ Not Applicable
7. **Exhibit B:** Consultant is submitting with its SOI the Location/Design - Environmental Questionnaire for applicable items and is attached as a separate document in e-Builder.
_____ Yes _____ No _____ Not Applicable
8. **Exhibit C: Current Obligations:** Consultant is submitting current work obligations in dollars and/or the Teaming Agreement's Team Lead is submitting current work obligations on behalf of each of the Team member firms. **Exhibit C** is submitted in pdf format and labeled as described in 4.4 Submittal instructions, using the SOI FIRM NAME CODE provided by the Illinois Tollway and is attached as a

separate document in e-Builder.
 Yes No Not Applicable

9. **Exhibit D: Availability of Key Project Personnel:** Consultant is submitting with its SOI Exhibit D, which must include Key personnel as identified in the item detail, for both Prime and Subconsultants and is attached as a separate document in e-builder.
 Yes No Not Applicable
10. **Exhibit E: Partnering for Growth Memorandum of Understanding:** Consultant is submitting Exhibit E with the SOI if the SOI identifies a D/M/WBE Mentor-Protégé partnership and/or a VOSB Mentor-Protégé Partnership. The requirements are described in detail in Exhibit E. Consultant entered the DBE and/or VOSB commitment and percentage breakdowns in the SOITEAM data section and is attached as Exhibit E as a separate document in e-Builder.
 Yes No Not Applicable
11. **Exhibit F: State of Illinois Veteran Small Business Participation and Utilization Plan and Letter of Intent:** Consultant is submitting with its SOI the State of Illinois Veteran Small Business Participation and Utilization Plan and Letter of Intent for items that include a VOSB and is attached as a separate document in e-Builder.
 Yes No Not Applicable
- 11a. **Exhibit F: DBE and Utilization Plan and Letter of Intent: Consultant** is submitting with its SOITeam data and Letter of Intent for items that include a DBE goal and is attached as a separate document in e-Builder.
 Yes No Not Applicable
12. **SOITEAM Data:** Consultant has identified the Prime, Subconsultant(s) and DBE and VOSB/SDVOB percentage breakdowns, verified percentage totals of work are equal to 100%, and left no blank cells. Ranges and “TBD” are not acceptable. the prime can only select one D/M/WBE category but may provide evidence of multiple certifications by attaching any supporting documentation in the attachments tab before submitting. **NOTE: information on the Letter of Intent for DBE and VOSB will take precedence over any other percentage inserted in the SOI or exhibits in the event of a discrepancy.**
 Yes No Not Applicable
13. **FORMS A or FORMS B Certification/Disclosure Forms (version 18.1) and Illinois Tollway Standard Business Terms and Conditions:** Consultant is submitting certification and disclosure forms and Illinois Tollway Terms and Conditions for itself and its Team member firms. The Disclosures are submitted in pdf format and labeled as described in 4.4 Submittal instructions, using the SOI FIRM NAME CODE provided by the Illinois Tollway. Consultant understands that incomplete or missing documentation will render the SOI submittal disqualified (attached as a separate document in e-Builder).
 Yes No
14. **Illinois State Board of Elections Registration:** Consultant understands that Primes may be required to be registered with the Illinois State Board of Elections prior to the submittal of the SOI, and has enclosed a copy of the registration certificate with the Certification / Disclosure forms if applicable and is attached as a separate document in e-Builder.
 Yes No
15. **Exhibit G: Consultant is submitting with its SOI contract participation including primes and Subconsultants of current work and any work dating back 2012 to current and has attached as a separate document in e-Builder.**
 Yes No

SIGNATURE CERTIFICATION

By submitting a response to this SOI, each Consultant unequivocally acknowledges that the Consultant has read and fully understands this SOI, and that the Consultant has asked questions and received satisfactory answers from the Illinois Tollway regarding any provisions of this SOI with regard to which the Consultant desired clarification. By signature below, the Principal of the Consultant certifies the information contained in the SOI is true and accurate.

SIGNATURE CERTIFICATION

I certify that my electronically scanned-in signature appearing in this SOI and associated documents submitted by our firm / team is authorized to be affixed by the person doing so and will be binding on the firm / team.

On behalf of the firm _____ (enter firm full legal name) and its team members, if any (as identified in this SOI), I certify that I am the firm's _____ (enter title), and that I have thoroughly reviewed our existing and pending obligations for services by our Technical Staff (**including work for which selection has been made but negotiations and/or agreements execution have not been finalized**) during the ensuing year(s) to all of our clients on any type of project and have included them on Exhibit C.

If we are selected for this project, we will assign it as a top priority project utilizing the identified Key and Support Personnel as submitted on Exhibit A for the full term of the contract.

I certify that the information contained in this SOI is true and accurate. Any and all discrepancies that are not substantial or relevant to the selection process may be cured during the negotiation process with the selected firm.

Date _____

Signature _____

Print Name _____

3.2 EXHIBITS

The following Exhibits and data shall be submitted in accordance with PSB submittal instructions in PART IV, and are available on the Illinois Tollway website. Refer to paragraph 4.3 for guidelines.

- Exhibit A: Proposed Staff
 - Required - Submit as a separate pdf document.
 - Must include resumes
- Exhibit C: Instructions for Completing Exhibit C and Current Obligations form
 - Required - Submit as a separate pdf document.
- Exhibit D: Availability of Key Project Personnel
 - Required - Submit as a separate pdf document.
- Exhibit E-DBE: Partnering for Growth Program
 - If proposing a mentor-protégé arrangement with a DBE firm, this Exhibit is required.
 - Submit as a separate pdf document.
- Exhibit E-VOSB: Partnering for Growth Program
 - If proposing a mentor-protégé arrangement with a VOSB, this Exhibit is required.
 - Submit as a separate pdf document.
- Exhibit F: DBE and Veteran Small Business Participation and Utilization Plan
 - If the item includes a Veteran Goal, this Exhibit is required.
 - Submit as a separate pdf documents (1 for DBE and 1 for VOSB)
- Exhibit G: Contract Participation
 - Submit as a separate pdf document
- Illinois Tollway Standard Business Terms and Conditions
 - Required - Submit as a separate pdf document.
- SOITEAM Data

Exhibit A – Proposed Staff

PSB 21-2

Please provide the information for the following Key Project Personnel, (Key Project Personnel are defined as those specific positions identified in each PSB Item and are subject to approval by the Illinois Tollway if they change during contract performance), including the staff from the Sub-Vendors. **The personnel named in Exhibit A must also be listed on Exhibit D:** Availability of Key Project Personnel.

Contract Principal		
Name:		
Firm:		
Category:		
License #:		
Year Registered:		State:
Office Address:		
City:		State:

Project Manager		
Name:		
Firm:		
Category:		
License #:	Illinois Licensed Professional Engineer (see Item Details for additional information)	
Year Registered:		State:
Office Address:		
City:		State:

Design Project Manager		
Name:		
Firm:		
Category:		
License #:	IL Licensed Professional Engineer	
Year Registered:		State:
Office Address:		
City:		State:

Construction Project Manager		
Name:		
Firm:		
Category:		
License #:	IL Licensed Professional Engineer	
Year Registered:		State:
Office Address:		
City:		State:

Roadway Engineer		
Name:		
Firm:		
Category:		
License #:	IL Licensed Professional Engineer	
Year Registered:		State:
Office Address:		
City:		State:

Drainage Engineer		
Name:		
Firm:		
Category:		
License #:	IL Licensed Professional Engineer	
Year Registered:		State:
Office Address:		
City:		State:

Electrical Engineer		
Name:		
Firm:		
Category:		
License #:	IL Licensed Professional Engineer	
Year Registered:		State:
Office Address:		
City:		State:

Mechanical Engineer		
Name:		
Firm:		
Category:		
License #:	IL Licensed Professional Engineer	
Year Registered:		State:
Office Address:		
City:		State:

Exhibit A – Proposed Staff (PSB 21-2 Page 2 of 4)

The personnel named in Exhibit A must also be listed on Exhibit D: Availability of Key Project Personnel

Structural Engineer		
Name:		
Firm:		
Category:		
License #:	Illinois Licensed Structural Engineer	
Year Registered:		State:
Office Address:		
City:		State:

Materials/Soils Management Engineer		
Name:		
Firm:		
Category:		
License #:	IL Licensed Professional Engineer	
Year Registered:		State:
Office Address:		
City:		State:

Environmental Specialist		
Name:		
Firm:		
Category:	<i>Must be knowledgeable in the applicable permitting and Resource Agency regulations</i>	
License #:		
Year Registered:		State:
Office Address:		
City:		State:

Urban Planner		
Name:		
Firm:		
Category:	<i>Must have a minimum of five years of experience in transportation planning and community relations.</i>	
License #:		
Year Registered:		State:
Office Address:		
City:		State:

Architect		
Name:		
Firm:		
Category:		
License #:	Illinois Licensed Architect	
Year Registered:		State:
Office Address:		
City:		State:

Landscape Architect		
Name:		
Firm:		
Category:		
License #:	Illinois Licensed Landscape Architect	
Year Registered:		State:
Office Address:		
City:		State:

Information Technology (IT) Professionals		
Name:		
Firm:		
Category:	<i>Preferred: Professional Electrical or Computer Engineer who is IL License PE with 5 years' experience. Communications Design Engineer, who has minimum 4 years of training and experience in fiber optic (see Item Details for additional information)</i>	
License #:		
Year Registered:		State:
Office Address:		
City:		State:

Intelligent Transportation System (ITS) Professionals		
Name:		
Firm:		
Category:	<i>Preferred: Certified Professional Traffic Operations Engineer (P.T.O.E), Professional Electrical or Computer Engineer, who is an Illinois Licensed Professional Engineer, with five (5) years of ITS design experience</i>	
License #:		
Year Registered:		State:
Office Address:		
City:		State:

Exhibit A – Proposed Staff (PSB 21-2 Page 3 of 4)

The personnel named in Exhibit A must also be listed on Exhibit D: Availability of Key Project Personnel

Leadership in Energy and Environmental Design (LEED) Professional			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Required Prequalification Category			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Required Prequalification Category			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Required Prequalification Category			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Required Prequalification Category			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Required Prequalification Category			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Required Prequalification Category			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Required Prequalification Category			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Required Prequalification Category			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

Required Prequalification Category			
Name:			
Firm:			
Category:			
License #:			
Year Registered:		State:	
Office Address:			
City:		State:	

*If work is being performed by a Sub-Vendor list firm name also.

**Note the specific function listed in the Item description for Key Personnel

Exhibit A – Proposed Staff (PSB 21-2 Page 4 of 4)

Attach resumes for Key Project Personnel.

<u>Management</u>	<u>Professionals</u>	<u>Technical Staff</u>
Total _____	Engineers _____	Technicians _____
	Land Surveyors _____	Draftsmen _____
	Architects _____	Survey Crew _____
	Others _____	Clerical _____
	Total _____	Other _____
		Total _____
		Total Projected Staff _____

Exhibit A – Proposed Staff

PSB# 21-2

Item# __

Firm will complete project within estimated time listed in the project advertisement. Yes No

If **Yes**, provide completion date and/or number of months. _____

If **No**, explain:

Exhibit A

INSTRUCTIONS FOR COMPLETING EXHIBIT C: CURRENT OBLIGATIONS

Work Being Negotiated or Under Agreement with the Illinois State Toll Highway Authority

If your firm currently has work awarded by ILLINOIS TOLLWAY, complete the first page of **Exhibit C**, showing *Project Fee and Fee Remaining in the Estimated Time Period for Completion of Each Project*. **[Projects being negotiated and scheduled supplements should be listed and the fee columns estimated.]** If your firm has a contract in which the Illinois Tollway has suspended the work, list the Project Fee and Fee Remaining To Be Earned and your best estimate of when the work will resume. If your firm is participating in an ILLINOIS TOLLWAY project as a Subconsultant, complete the **"Your Firm as a Subconsultant"** block showing *Subcontract Fee and Fee Remaining in the Estimated Time Period for Completion of Each Project*.

- **Work Being Negotiated or Under Agreement by Your Transportation Staff for Other than the Illinois State Toll Highway Authority**

For any work your firm has other than ILLINOIS TOLLWAY, complete the second page of **Exhibit C**, listing the *Fee Remaining in the Time Period for Completion of the Projects in the Appropriate Agency*.

- **Current Obligations for the Illinois State Toll Highway Authority that Your Firm has Subcontract**

If your firm currently has work where a Subconsultant is being utilized, complete and submit the third of **Exhibit C**, showing their *Subcontracted Fee and Work Remaining* in the appropriate columns. If you currently have no Subconsultants on your ILLINOIS TOLLWAY contracts, mark **"None"** and submit.

- **Summary of Work**

Please provide this information from totals on the first two pages of **Exhibit C**. The table for this information is found in **Exhibit C** at the bottom of the second page.

EXHIBIT C



Current Obligations of Work for the Illinois State Tollway Highway Authority

(Firm's Legal Name)

Your firm as Prime Vendor

PSB No.	Total Project Fee	<u>Fee Remaining without Subconsultants</u>					
		0-6 Months		7-18 Months		>18 Months	
		Design	Constr.	Design	Constr.	Design	Constr.
<u>Total as Prime:</u>	<u>(enter here & table on Page 3)</u>						

EXHIBIT C



Current Obligations of Work for the Illinois State Tollway Highway Authority

(Firm's Legal Name)

Your firm as Subconsultant:

Vendor You Are Subcontracted to	PSB No.	Total Project Fee	<u>Fee Remaining</u>						
			0-6 Months		7-18 Months		>18 Months		
			Design	Constr.	Design	Constr.	Design	Constr.	
<u>Total as Subconsultant:</u>	(enter here & table on Page 4)								

EXHIBIT C

Current Obligations of Work by Your Transportation Staff for Other than The Illinois State Toll Highway Authority

(Firm's Legal Name)

	Total AGR Amount	Fee Remaining To Be Earned					
		0-6 Months		7-18 Months		>18 Months	
		Design	Constr.	Design	Constr.	Design	Constr.
City of Chicago							
Illinois Department of Transportation							
All Other Work (Public & Private)							
Total Non-ILLINOIS TOLLWAY							

(enter here & on table below)

Note: The start date for the 0-6 months will be the date of this PSB

Summary of Work

Totals For Firm	0-6 Months		7-18 Months		>18 Months	
	Design	Constr.	Design	Constr.	Design	Constr.
<u>Total As Prime</u>						
Total As Subconsultant						
Total For Non-ILLINOIS						
Total						

EXHIBIT E - DBE

**PARTNERING FOR GROWTH PROGRAM
FOR
DISADVANTAGED BUSINESS ENTERPRISES (DBEs)**

PSB: _____ ITEM: _____

**MEMORANDUM OF UNDERSTANDING
BETWEEN:**

THE MENTOR:

**FIRM NAME
ADDRESS**

**A
N
D**

THE PROTÉGÉ:

**FIRM NAME
ADDRESS**

Note: The Partnering for Growth Program was formerly known as the Partnership-Mentor/Protégé Program.

Note: The DBE goal is separate and distinct from the VOSB goal. A single firm may not be utilized to achieve credit toward both DBE and VOSB goals on a single project. Therefore, the protégé participation must match the goal for which the protégé is being utilized.

I. PROGRAM PURPOSE

The Mentor and the Protégé commit to entering into a Partnering for Growth Agreement in accordance with the current guidelines of the Tollway’s Partnering for Growth (formerly known as Partnership Mentor/Protégé) Program for DBEs. The purpose of the Program is to facilitate the Tollway’s professional service consultants with:

- A. Meeting Disadvantaged Business Enterprise/Minority Business Enterprise/Women Business Enterprise (DBE) participation goals,
- B. Establishing new partnerships with DBE firms that have no prior experience providing professional services to the Tollway,
- C. Continuing technical and nontechnical support for DBE firms that have limited experience providing professional services to the Tollway, and
- D. Assisting DBE firms with building their capacity and becoming and/or remaining self-sufficient, competitive, and profitable business enterprises.

A **DBE** means a business certified by the Illinois Unified Certification Program as a DBE or certified by the City of Chicago or Cook County as an M/WBE or certified by the U.S. Small Business Administration (SBA) as an 8(a) business.

Professional Services shall be defined as Architecture, Landscape Architecture, Professional Engineering and Professional Land Surveying.

II. CONFORMANCE TO PROGRAM GOALS

A. Participation in this project by the Protégé.

1. In area(s) being mentored:

- Technical work covered by Mentor’s prequalification category(ies) _____%

Scope:

- Work not applicable to prequalification category(ies) _____%

Scope:

Note: Protégé must participate in either one or both of these areas

2. In area(s) not being mentored:

- Work the Protégé will self-perform _____%

Note: Protégé participation in this area is optional

3. Total participation by the Protégé (Sum of 1.and 2.) _____%

B. Briefly describe an assessment of the Protégé's needs (*one-half page maximum*).

C. Briefly describe specific assistance the Mentor will provide to support the Protégé's needs (*one-half page maximum*).

III. MENTOR EXPERIENCE WITH THE PROGRAM

A. Has the Prime consultant served as a Mentor on a Tollway project completed within the last five years? If yes, list Contract #(s): YES NO

Indicate Phase(s) of Work: MP DSE CM Other
 Areas of Assistance:

B. Is the Prime consultant currently serving as a Mentor on a Tollway project? If yes, list Contract #(s): YES NO

Indicate Phase(s) of Work: MP DSE CM Other
 Areas of Assistance:

C. Has the Prime consultant mentored the Protégé on another Tollway project within the last five years? If yes, list Contract #(s): YES NO

Indicate Phase(s) of Work: MP DSE CM Other
 Areas of Assistance:

IV. PROTÉGÉ EXPERIENCE WITH THE PROGRAM

A. Has the DBE firm ever been contracted by the Tollway as a Prime consultant? If yes, list date, Contract #, and description of scope for each project(s): YES NO

<u>Date</u>	<u>Contract #</u>	<u>Description of Scope</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Has the DBE firm participated in a Mentor/Protégé relationship on a Tollway project completed within the last five years? If yes, list the following for each project(s).

YES NO

<u>Contract #</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

C. Is the DBE firm currently participating in a Mentor/Protégé relationship on a Tollway project? If yes, list the following for each project(s).

YES NO

<u>Contract #</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

D. Has the DBE firm participated in a Mentor/Protégé relationship on a Illinois Department of Transportation project completed within the last five years? If yes, list the following for each project(s).

YES NO

<u>PTB No/Item</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- E. If the Protégé has been mentored in the same Area of Assistance proposed on this project for a Tollway and/or IDOT project a combined total of more than three times, provide explanation supporting need for additional mentoring.

V. STATEMENT OF COMMITMENT

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 PSB Item, a formal Partnering for Growth Agreement for DBEs will be prepared in accordance with the current guidelines of the Tollway's Partnering for Growth Program.

Should the proposer, after contract negotiation, wish to modify the 'Plan to Achieve Diversity Goal', the awarded consultant is requested to submit to the Executive Manager of Diversity a detailed explanation of the work category changes that were not known at the time of the SOI submittal.

SIGNATURE (Mentor Representative)

SIGNATURE (Protégé Representative)

(Date)

(Date)

Printed Name: _____

Printed Name: _____

Email: _____

Email: _____

Phone: _____

Phone: _____

EXHIBIT E - VOSB

PARTNERING FOR GROWTH PROGRAM
FOR
VETERAN AND SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESSES (VOSBs)
PSB: ___ ITEM: _____

MEMORANDUM OF UNDERSTANDING
BETWEEN:

THE MENTOR: FIRM NAME ADDRESS AND THE PROTÉGÉ: FIRM NAME ADDRESS

Note: The Partnering for Growth Program was formerly known as the Partnership-Mentor/Protégé Program.

Note: The VOSB goal is separate and distinct from the DBE goal. A single firm may not be utilized to achieve credit toward both VOSB and DBE goals on a single project.

I. PROGRAM PURPOSE

The Mentor and the Protégé commit to entering into a Partnering for Growth Agreement in accordance with the current guidelines of the Illinois Tollway's Partnering for Growth (formerly known as Partnership Mentor/Protégé) Program for VOSB's.

- E. Meeting Veteran and Service-Disabled Veteran Owned Small Business (VOSB) participation goals,
F. Establishing new partnerships with VOSB firms that have no prior experience providing professional services to the Illinois Tollway,
G. Continuing technical and nontechnical support for VOSB firms that have limited experience providing professional services to the Illinois Tollway, and
H. Assisting VOSB firms with building their capacity and becoming and/or remaining self-sufficient, competitive, and profitable business enterprises.

A VOSB means a business certified by the State of Illinois Department of Central Management Services (CMS) as a Veteran-owned small business or Service-disabled Veteran-owned small business.

Professional Services shall be defined as Architecture, Landscape Architecture, Professional Engineering and Professional Land Surveying.

I. CONFORMANCE TO PROGRAM GOALS

A. Participation in this project by the Protégé.

1. In area(s) being mentored:

- Technical work covered by Mentor's prequalification category(ies) %
Scope:

- Work not applicable to prequalification category(ies) %
Scope:

Note: Protégé must participate in either one or both of these areas

2. In area(s) not being mentored:

- Work the Protégé will self-perform

____%

Note: Protégé participation in this area is optional

3. Total participation by the Protégé (Sum of 1.and 2.)

____%

B. Briefly describe an assessment of the Protégé's needs (*one-half pagemaximum*).

C. Briefly describe specific assistance the Mentor will provide to support the Protégé's needs (*one-half page maximum*).

II. MENTOR EXPERIENCE WITH THE PROGRAM

A. Has the Prime consultant served as a Mentor on a Tollway project completed within the last five years? If yes, list Contract #(s): YES NO

Indicate Phase(s) of Work: MP DSE CM Other

Areas of Assistance:

B. Is the Prime consultant currently serving as a Mentor on a Tollway project? If yes, list Contract #(s): YES NO

Indicate Phase(s) of Work: MP DSE CM Other

Areas of Assistance:

C. Has the Prime consultant mentored the Protégé on another Tollway project within the last five years? If yes, list Contract #(s): YES NO

Indicate Phase(s) of Work: MP DSE CM Other

Areas of Assistance:

III. PROTÉGÉ EXPERIENCE WITH THE PROGRAM

A. Has the VOSB firm ever been contracted by the Tollway as a Prime consultant? If yes, list date, Contract #, and description of scope for each project(s): YES NO

Date Contract # Description of Scope

_____	_____	_____
_____	_____	_____
_____	_____	_____

Exhibit E - VOSB (Page 4 of 5)

B. Has the VOSB firm participated in a Mentor/Protégé relationship on a Tollway project completed within the last five years? If yes, list the following for each project(s).

YES NO

<u>Contract #</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

C. Is the VOSB firm currently participating in a Mentor/Protégé relationship on a Tollway project? If yes, list the following for each project(s).

YES NO

<u>Contract #</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

D. Has the VOSB firm participated in a Mentor/Protégé relationship on a Illinois Department of Transportation project completed within the last five years? If yes, list the following for each project(s).

YES NO

<u>PSB No/Item</u>	<u>Protégé Award \$</u>	<u>Mentored by</u>	<u>Area of Assistance</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

- E. If the Protégé has been mentored in the same Area of Assistance proposed on this project for a Tollway and/or IDOT project a combined total of more than three times, provide explanation supporting need for additional mentoring.

IV.STATEMENT OF COMMITMENT

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 PSB Item, a formal Partnering for Growth Agreement for VOSBs will be prepared in accordance with the current guidelines of the Tollway’s Partnering for Growth Program.

Should the proposer, after contract negotiation, wish to modify the ‘Plan to Achieve Diversity Goal’, the awarded consultant is requested to submit to the Executive Manager of Diversity a detailed explanation of the work category changes that were not known at the time of the SOI submittal.

SIGNATURE (Mentor Representative)

SIGNATURE (Protégé Representative)

(Date)

(Date)

Printed Name: _____

Printed Name: _____

Email: _____

Email: _____

Phone: _____

Phone: _____

**NOTICE REGARDING EXHIBIT F
PARTICIPATION, UTILIZATION PLAN and LETTER OF INTENT for
Professional Services**

Illinois State Toll Highway Authority

SPECIAL PROVISION

FOR

DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION

1. POLICY STATEMENT

It is the policy of the Illinois State Toll Highway Authority (“ISTHA” or “Tollway”) that qualified and *bona fide* Disadvantaged Business Enterprises (DBEs), as that term is defined herein, have maximum feasible opportunities to participate fully in the performance of all contracts funded and administered by the Tollway. The Tollway seeks to ensure non-discrimination in the award and administration of its contracts and associated subcontracts and that it is not a passive participant in a discriminatory marketplace; to create a level playing field on which DBEs can compete fairly for its contracts; to ensure that its Special Provision is narrowly tailored in accordance with applicable law; to ensure that only firms that meet the eligibility standards are permitted to participate as DBEs; and to help to remove barriers to participation of DBEs in Tollway contracts and associated subcontracts.

Consistent with this policy, it is the responsibility of all Vendors for general contracting work and a specific condition of all Tollway contracts to which they are parties to ensure full and fair opportunities for DBEs to compete in contracts funded and administered by the Tollway and to fully comply with this Special Provision.

2. DEFINITIONS

For the purposes of this Special Provision, the following terms shall have the following meanings:

Affiliate of a person or entity means a person or entity that directly or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person or entity. In determining Affiliation, the Tollway shall consider all appropriate factors, including common ownership, common management, and contractual relationships.

Broker means a person or entity that fills orders by purchasing or receiving supplies from a third-party supplier rather than out of its own existing inventory and provides no substantial service other than acting as a conduit between his or her supplier and his or her customer.

Commercially Useful Function means responsibility for the execution of a distinct element of the work of the contract, which is carried out by actually performing, managing, and supervising the work involved, or fulfilling responsibilities as a Joint Venture partner.

Contingency Work is the anticipated work within the scope of the project which is included in the project to cover the work of such an uncertain nature that the location or quantity could not be identified prior to awarding the contract.

Core Work is the anticipated work within the scope of the project which is included in the project to cover the work of such a nature that the location and estimated quantity could be identified prior to awarding the contract.

Disadvantaged Business Enterprise ("DBE") means a business currently certified by the Illinois Unified Certification Program ("ILUCP") pursuant to 49 C.F.R. Part 26, or a business currently certified by the City of Chicago, Illinois or the County of Cook, Illinois, as a Minority or Women-Owned Business ("M/WBE") pursuant to its M/WBE program for construction contracts, Art. IV, § 2-92-650, *et seq*, as amended, or a business currently certified by the U.S. Small Business Administration (SBA) pursuant to the Small Business Act as an SBA 8(a) business, owned and operated by a socially and economically disadvantaged person. A DBE is considered to have current certification if the firm is listed in the directory database of the pertinent certifying agency.

DBE Joint Venture means an association of two or more persons, or any combination of types of business enterprises and persons numbering two or more, proposing to perform as a single for profit business enterprise, in which each Joint Venture partner contributes property, capital, efforts, skill and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the project and whose share in the capital contribution, control, management, risks, and profits of the Joint Venture are equal to its ownership interest. Joint Ventures must have an agreement in writing specifying the terms and conditions of the relationships between the partners and their relationship, risks and responsibility under the contract.

DBE Utilization Plan means the list of currently certified DBEs that the Vendor commits will be utilized, including its own participation as a DBE, if applicable, in the scopes of the work and the dollar values or the percentages of the work to be performed pursuant to this solicitation and in conformance with this Special Provision.

Good Faith Efforts means actions undertaken by a Vendor to achieve a DBE contract goal, which, by their scope, intensity, and appropriateness to the objective, can reasonably be expected to fulfill the contract goal.

Mobilization means preparatory work and operations necessary for the movement of personnel, equipment and incidentals to the project site for the establishment of offices, buildings and other facilities necessary for work on the project and for all other work operations which must be performed, or costs incurred when beginning work on the project.

Regular Dealer means a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a Regular Dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A firm may be a Regular Dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or

maintaining a place of business if the firm both owns and operates distribution equipment for the products. Any supplementing of a Regular Dealer's distribution equipment shall be by a long-term lease agreement and not on an *ad hoc* or contract-by-contract basis. Packagers, manufacturer representatives, or other persons who arrange or expedite transactions are not Regular Dealers.

3. VENDOR ASSURANCE

The Vendor will assure that each of its employees and its Subconsultants' employees associated with the contract shall not discriminate on the basis of any protected category identified by law in the performance of this contract. Failure by the Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Tollway deems appropriate.

4. DBE CONTRACT GOAL TO BE ACHIEVED BY THE VENDOR

This contract includes a specific DBE utilization goal of ____% of the contract. The goal reflects the estimated availability of DBEs to perform the scopes of work of this contract, including as a prime Vendor. Consequently, in addition to the other award criteria established for this contract, ISTHA will award this contract to a Vendor who either meets this goal or who demonstrates its good faith efforts to do so. The participation of DBEs will be calculated on the amount identified in the proposal documents. **The Vendor's DBE commitment will be assessed for any supplement at the time such requests are made.**

5. DBE, M/WBE and SBA 8(a) LOCATOR REFERENCES

Vendors should consult the Illinois Unified Certification Program ("ILUCP") DBE Directory as a reference source for DBEs and the City of Chicago, the County of Cook M/WBE directories as reference sources for M/WBEs in construction certified by the City of Chicago or the County of Cook, or the Small Business Administration SBA 8(a) directory for SBA 8(a)s certified by the Small Business Administration. Only firms certified by the IL-UCP, the City of Chicago, the County of Cook, or the Small Business Administration **at the time of proposal submitted** are eligible to be considered for contract award to either meet the contract goal or establish the Vendor's good faith efforts to do so.

These directories are to be used as an informational source only. Certification does not mean that a firm is in any way prequalified to provide the products and/or services in its certification specialty. "Certification" means that the ILUCP, the City of Chicago, the County of Cook, or the Small Business Administration has determined, on the basis of information provided and the representations therein, that a business is a *bona fide* DBE. The ILUCP, the City of Chicago, the County of Cook or the Small Business Administration does not, as a result of listing, make any representation concerning the ability of any listed firm to perform work in the specialty listed. The Tollway does not, through its use of and referral to ILUCP DBE, the City of Chicago, the County of Cook MBE/WBE, and the Small Business Administration SBA 8(a) lists, make any representation concerning the ability of any listed firm to perform work in its certification specialty. The Vendor must conduct its own due diligence regarding the capabilities of certified firms to perform the work of the contract.

6. PROFESSIONAL SERVICES BULLETIN PROCEDURES

Compliance with the Professional Services Bulletin procedures of this Special Provision is required as provided in this Special Provision prior to the award of the contract.

6.1 Submission of the DBE Letter of Intent

The SOITEAM data plan must be supported by the submission of a detailed DBE Letter of Intent, for each DBE proposed for the performance of work to achieve the contract goal and is due at the time of submission.

In no case should a Vendor remove, replace, or reduce the commitment to a DBE listed in the initial SOITEAM data Plan and corresponding Letter of Intent without prior written consent of ISTHA. Under no circumstances is the Vendor allowed to change the contract percentage submitted or any other documentation unrelated to this special provision.

The signatures on these forms must be original signatures. All elements of information indicated on Form Utilization Plan must be provided, including but not limited to:

- 6.1.1 The name and address of each DBE to be used;
- 6.1.2 A full description, of the commercially useful function to be performed by each DBE. Descriptions such as “miscellaneous” are not acceptable.
- 6.1.3 If the DBE is the Prime Vendor, they should indicate the percentage of work to be counted toward DBE participation on the Letter of Intent.
- 6.1.4 The letter of Intent will serve as the commitment statement signed by the Vendor and each DBE evidencing availability and intent to perform a commercially useful function on the project; and
- 6.1.5 If the Vendor is a joint venture comprised of DBEs and non-DBEs, the Plan must also include a clear identification of the portion of the work to be performed by the DBE joint venture partner(s).
- 6.1.6 If the Vendor is unable to meet the goal, it must demonstrate it made good faith efforts to do so, as described in this Special Provision and detailed in section 6.6 below.
- 6.1.7 The contract will not be awarded until the DBE Letter of Intent, including if applicable, the Vendor’s good faith efforts to meet the goal, is approved by ISTHA. The DBE SOITEAM plan and Letter of Intent will be approved if it demonstrates that DBEs will be used to perform a commercially useful function sufficient to meet the contract goal, or that the Vendor made sufficient good faith efforts, as defined in this Special Provision, to meet the goal.

6.2 Counting DBE Participation

The DBE Utilization Plan’s DBE commitments represent work expected to be performed and paid for upon satisfactory completion. ISTHA is only able to count toward the achievement of the contract goal the value of payments made for the work actually performed by DBEs. The Tollway will count DBE participation, and the Vendor will receive credit towards meeting the DBE contract goal, as follows:

- 6.2.1 The entire amount of that portion of work that the DBE is certified to perform, as indicated on the DBEs Letter of Certification, and that is performed by the DBE’s own forces either as the Vendor or a Subconsultant shall be counted. **Work that the DBE subcontracts to a non-DBE does not count toward the DBE goal.**
- 6.2.2 The entire amount of fees or commissions charged by a DBE for providing a *bona fide* service, such as professional, technical, Vendor or managerial services, or for providing bonds or

insurance specifically required for the performance of a contract, shall be counted, provided the fee is reasonable and not excessive as compared with fees customarily charged for similar services.

- 6.2.3 When a DBE performs as a participant in a Joint Venture, only the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the Joint Venture's contract that is performed by the DBE with its own forces and for which it is separately at risk, shall be counted. A Joint Venture may also count the dollar value of work subcontracted to DBEs other than the DBE Joint Venture partner(s). Work performed by the forces of the non-DBE joint venture partner shall not be counted toward the DBE goal. The Tollway will evaluate the Joint Venture agreement, which must be submitted with the DBE Utilization Plan, for conformance with this Special Provision and eligibility for credit towards meeting the goal. The agreement must describe in detail the financial contribution of each partner; the list of personnel and equipment contributed and used by each partner; the responsibilities of each partner for each aspect of the joint venture; if applicable, the bonding capacity of each partner; if applicable, the prequalification status of each partner; the basis and distribution of all profits and losses; and any other elements deemed relevant by the Tollway.
- 6.2.4 If a firm's certification is revoked by its certifying agency during its performance on a contract, the dollar value of work performed under this contract with that firm after it has ceased to be certified shall not be counted.

If a DBE graduates from its respective certification program, based upon exceeding the firm size or personal net worth limitations after this contract is awarded, the firm's participation will be counted towards meeting the goal on this contract.

In determining achievement of the contract goal, the participation of a DBE shall not be counted until that amount has been paid to the DBE.

6.3 Demonstrating Commercially Useful Function

Only expenditures to a DBE that is performing a Commercially Useful Function shall be counted. To determine whether a DBE is performing a Commercially Useful Function, the Tollway will evaluate the amount of work subcontracted, industry practices, whether the amount the DBE is to be paid under the contract is commensurate with the work it is actually performing and other relevant factors. A DBE performs a commercially useful function when it is responsible for the execution of the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.

- 6.3.1 To perform a commercially useful function, the DBE must be responsible, for carrying out all aspects of the services identified in the Letter of Certification and awarded from start to finish.
- 6.3.2 A DBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, ISTHA will examine similar transactions, particularly those in which DBEs do not participate.
- 6.3.3 If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, ISTHA will presume that the DBE is not performing a commercially useful function.

When a DBE is presumed not to be performing a commercially useful function as provided in this section, the DBE and the Vendor may present evidence to rebut this presumption.

6.4 Extended Documentation Period for Low Apparent Vendors with a DBE Commitment Below the Advertised DBE Goal

Each Vendor identified as the low Vendor who has a DBE commitment less than the advertised DBE goal shall be allowed, upon email notification from the Tollway, an extended documentation period which will extend until 5:00 pm CT on the second business day after the day the notification is sent (e.g. if a Vendor is notified on Monday, extended documentation period concludes on Wednesday at 5pm). The extended documentation period allows Vendors solely to supplement their initial Utilization Plan to add DBE participation to meet the stated DBE participation goal or to demonstrate additional good faith efforts in obtaining DBE participation. The Vendor may take other action beyond any stated additional efforts in order to obtain additional DBE commitments. The Vendor shall submit an amended DBE, LOI and SOITEAM data form if additional DBE commitments to meet the contract goal are secured by the end of the extended documentation period. If additional DBE commitments sufficient to meet the advertised contract goal are not secured, the Vendor shall report the final good faith efforts made during the extended documentation period along with a request for a waiver pursuant to section 6.6 of this section. All additional efforts taken by the Vendor before and during the extended documentation period will be considered as part of the Vendor's good faith efforts.

The extended documentation period is intended to allow Vendors that have made a good faith effort to secure DBE participation an opportunity to meet the stated contract goal. Vendors are expected to have utilized good faith efforts in compiling their initial DBE SOITEAM and LOI, and the DBE participation indicated in the initial DBE SOITEAM plan and LOI should reflect the participation the Vendor could achieve through good faith efforts. In no case should a Vendor remove, replace or reduce the commitment to a DBE listed in the initial Plan without prior written consent of ISTHA. Under no circumstances is the Proposer allowed to change the contract amount submitted or any other documentation unrelated to this special provision. When ISTHA determines that a Vendor, either through a pattern of conduct or with respect to a single proposal, has failed to discharge its good faith efforts obligations in this intended fashion, ISTHA, in its discretion, may reject the proposal outright without allowing the proposer to take advantage of the extended documentation period.

6.5 Good Faith Efforts Procedures

If the proposer cannot obtain sufficient DBE commitments to meet the contract goal, the Vendor must document its good faith efforts to meet the goal, including any DBE participation secured as detailed in Form(s) SOITEAM and Letter of Intent, using the Good Faith Efforts Contact Log and Checklist, DBE Form 2023. If the DBE contract goal was not achieved by a Vendor, the Vendor must submit its good faith efforts documentation, including the DBE Form 2023. Documentation submitted after PSB due date, except as provided for in Section 6.5 above, will not be accepted or reviewed.

Demonstrating good faith efforts means that the Proposer must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those that could reasonably be expected to obtain sufficient DBE participation. ISTHA will consider the quality, quantity and intensity of the kinds of efforts that the Proposer has made. Mere *pro forma* efforts are not good faith efforts; rather, the Proposer is expected to have taken those efforts that

would be reasonably expected of a Proposer actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

If ISTHA determines that the Vendor has made a good faith effort to secure the work commitment of DBEs to meet the contract goal, ISTHA will award the contract provided that the Proposer is otherwise eligible for award and award is in the Tollway's best interest.

The following is a list of types of action that ISTHA will consider as part of the evaluation of the Proposer's good faith efforts to obtain DBE participation. These listed factors are not intended to be a mandatory checklist and are not intended to be exhaustive. Other factors or efforts brought to the attention of ISTHA may be relevant in appropriate cases and will be considered by ISTHA.

- 6.5.1 Soliciting through all reasonable and available means (*e.g.*, attendance at DBE Networking Sessions sponsored by ISTHA, advertising and/or written notices) the interest of all DBEs that have the capability to perform the work of the contract. A list of certified DBEs considered to determine the contract goal may be provided by the Tollway, but should not be considered exhaustive, and other firms may be available for solicitation by the Proposer. The Proposer must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation, but in any event, no later than five (5) calendar days prior to the submission date. At least two methods of solicitation of DBEs must be used (*e.g.*, email and fax). The Proposer must determine with certainty if the DBEs are interested by taking appropriate steps to follow-up initial solicitations.
- 6.5.2 Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goal will be achieved. This includes, where appropriate, breaking out service items into economically feasible units to facilitate DBE participation, even when the prime Vendor might otherwise prefer to perform these services items with its own forces.
- 6.5.3 Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
- 6.5.4 Negotiating in good faith with interested DBEs.
 - 6.5.4.1 Making a portion of the work available to DBE Subconsultants and to select those portions of the work consistent with the available DBE Subconsultants, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, e mail address and telephone numbers of DBEs 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 DBEs to perform the work.
 - 6.5.4.2 A Proposer using good business judgment would consider a number of factors in negotiating with Subconsultants, including DBE Subconsultants, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a Proposer's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime Vendor to perform the work of a contract with its own organization does not relieve the Proposer of the responsibility to make good faith efforts. Prime Vendors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

- 6.5.5 DBEs may not be rejected as being unqualified without sound reasons based on a thorough investigation of their capabilities. The Vendor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of proposals in the Vendor's efforts to meet the contract goal.
- 6.5.6 Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the Tollway or the Vendor.
- 6.5.7 Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
- 6.5.8 Effectively using the services of available minority/women community organizations; minority/women Vendors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

In determining whether a Vendor made good faith efforts, ISTHA may take into account the performance of other Proposers in meeting the contract goal or of Proposers in meeting the goal on contracts of a similar nature. For example, when the apparent successful Proposer fails to meet the contract goal, but others meet it, ISTHA will review whether, with additional reasonable efforts, the apparent successful Proposer could have met the goal. If the apparent successful Proposer fails to meet the goal but meets or exceeds the average DBE participation obtained by other Proposers, ISTHA may view this, in conjunction with other factors, as evidence of the apparent successful Vendor having made good faith efforts.

- 6.5.9 A Proposer that rejected a DBE based on price must provide to ISTHA all quotes received for the scope of work proposed by the DBE from all firms, including non-DBEs.
- 6.5.10 The Proposer may request administrative reconsideration of a pre-final determination on its DBE Utilization Plan adverse to the Vendor by filing a request, within five working days after the Proposer receives written notice of the determination, which five-day period shall begin immediately after ISTHA provides the Proposer written notice of its pre-final determination, by delivering the request to the Illinois State Toll Highway Authority, Procurement Department, Chief of Contract Compliance, 2700 Ogden Avenue, Downers Grove, Illinois 60515-1703, contractcompliance@getipass.com, (630) 241-6800 ext. 4615. Submission via e-mail is acceptable. Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The pre-final determination shall become final if a request is not received within the five-day period.
- 6.5.11 A request may provide additional written documentation and/or argument concerning the issue of whether an adequate good faith effort was made to meet the contract goal. In addition, the request shall be considered consent by the Vendor to extend the time for award. The request will be forwarded to the Illinois State Toll Highway Authority, Procurement Department, Chief of Contract Compliance. The Chief of Contract Compliance may extend an opportunity to the Proposer to meet in person in order to consider all issues of whether the Vendor made a good faith effort to meet the goal. Such meeting shall extend the time for a decision. After the review by the Chief of Contract Compliance, the proposer will be sent a written decision within ten (10) working days after receipt of the request for reconsideration or the date of the meeting, explaining the basis for finding that the Vendor did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Chief of Contract Compliance that a good faith effort was made shall approve the DBE Utilization Plan submitted

by the Vendor and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid non-responsive. The administrative reconsideration procedures described in this section are not intended to allow a Vendor to have an additional opportunity to submit a new DBE Utilization Plan or evidence of additional good faith efforts performed after bid submission.

7. CONTRACT COMPLIANCE

7.1 Forms to be Submitted

All work indicated for performance by an approved DBE shall be performed, managed and supervised by the DBE executing the DBE Letter of Intent.

To receive a notice to proceed, the Vendor must submit for the Tollway's review signed subcontracts with all DBEs proposed to meet the goal within twenty (20) calendar days of award.

7.2 Changes to the DBE Utilization Plan

The Vendor may not make changes to its contractual DBE commitments, substitute a DBE Subconsultant or make any other changes to the DBE Utilization Plan without the prior written approval of the Tollway's Contract Compliance Team. Unauthorized changes or substitutions, including performing the work designated for a Subconsultant with the Vendor's own forces, shall be a violation of this Special Provision and a breach of the contract.

If a supplement is issued by the Tollway or supplemental Work is authorized, the Vendor, in ISTHA's discretion, will be required to amend its DBE Utilization Plan to reflect the recalculated DBE dollars and any percentage change in the goal. The DBE contract goal may change in the Tollway's discretion to reflect a supplement.

The facts supporting the request for changes to the DBE Utilization Plan must not have been known or reasonably could not have been known by the parties prior to entering into the subcontract. The Vendor must negotiate in good faith with the Subconsultant to resolve the problem. If requested by either party, the Tollway shall facilitate such a meeting. Where there has been a mistake or disagreement about the scope of work, the DBE can be substituted only where agreement cannot be reached for a reasonable price or reasonable schedule for the correct scope of work. Requests should be sent to contractcompliance@getipass.com.

Substitutions of a DBE Subconsultant shall be permitted only under the following circumstances:

- 7.2.1 Unavailability after receipt of reasonable notice to proceed;
- 7.2.2 Failure of performance;
- 7.2.3 Financial incapacity;
- 7.2.4 Refusal by the Subconsultant to honor the bid or bid price or scope or schedule;
- 7.2.5 Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
- 7.2.6 Failure of the Subconsultant to meet insurance, licensing or bonding requirements;

7.2.7 The Subconsultant's withdrawal of its bid or bid; or

7.2.8 Decertification of the Subconsultant as a DBE, other than on the basis of its exceeding firm size or personal net worth limits.

If it becomes necessary to substitute a DBE or otherwise change the DBE Utilization Plan, the Vendor must notify the Illinois State Toll Highway Authority, Contract Compliance Team in writing of the request to substitute a DBE or otherwise change the DBE Utilization Plan to contractcompliance@getipass.com. The request must state specific reasons for the substitution or change. A letter from the DBE to be substituted or affected by the change stating that it cannot perform on the contract or that it agrees with the change in its scope of work must be submitted with the request. Any refusal by the DBE to provide such a letter must be documented by the Vendor. The Illinois State Toll Highway Authority, Contract Compliance Team will approve or deny a request for substitution or other change in the DBE Utilization Plan in writing within five (5) working days of receipt of the request.

Where the Vendor has established the basis for the substitution to the Tollway's satisfaction, it must make good faith efforts to meet the contract goal by substituting a DBE Subconsultant. Documentation of a replacement DBE, or of good faith efforts, must meet the requirements in Section 6.6. If the contract goal cannot be reached and good faith efforts have been made, the Vendor may substitute with a non-DBE.

If the Vendor plans to hire a Subconsultant for any scope of work that was not previously disclosed in the DBE Utilization Plan, the Vendor must obtain the approval of the Illinois State Toll Highway Authority, Contract Compliance Team to modify the DBE Utilization Plan and must make good faith efforts to ensure that DBEs have a fair opportunity to bid on the new scope of work.

A new subcontract, a new Form Utilization Plan for the substituted DBE (if applicable) and an amended DBE Utilization Plan must be executed and submitted to the Illinois State Toll Highway Authority, Contract Compliance Team at contractcompliance@getipass.com within five (5) working days of the Vendor's receipt of the Tollway's approval for the substitution or other change.

7.3 The submission of the DBE Payment Report

DBE Payment reporting, in such form or format as specified by the Tollway, must be submitted as specified in the Contract Compliance Payment Reporting Instructions posted on the Tollway's website.

The Vendor shall maintain a record of payments to DBEs and all other Subconsultants for work performed. The records shall be made available to ISTHA for inspection and copying upon request. Not complying with this requirement may delay processing of invoices.

All active Tollway vendors/Vendors/Vendors will be required to use B2GNow. Both diverse and non-diverse Subconsultant payments must be reported and confirmed monthly in the system at <https://iltollway.diversitysoftware.com/>.

8. SANCTIONS

The Tollway will periodically review the Vendor's compliance with this Special Provision and the terms of its contract with the Vendor, including the DBE Utilization Plan. Without limitation, the Vendor's failure to

comply with this Special Provision or its DBE Utilization Plan, failure to cooperate in providing information regarding its compliance with this Special Provision or its DBE Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status of DBEs, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and may result in damages to the Tollway. Such breach or damages entitle the Tollway to declare a default, terminate the contract, impose liquidated damages or exercise those remedies provided for in the contract or at law or in equity.

Sanctions may include, but are not limited to, monetary sanctions, including the cost of audits resulting in findings of noncompliance; damages based on the damage to the Tollway from the Vendor's lack of good faith efforts and failure to meet the other requirements of this Special Provision in an amount up to the monetary difference between the amount committed to by the Vendor in its DBE Utilization Plan and the amount actually paid to DBEs; deeming the Vendor non-responsible with respect to future business with the Tollway; and any other sanctions as are permitted by law.

In imposing sanctions, the Tollway will consider the *bona fide* efforts of the Vendor to meet the DBE goal, its history of good faith efforts on other Tollway contracts, the size of the contract, the degree to which the Vendor fell below the DBE goal, and other factors deemed relevant by the Tollway.

The Vendor may appeal the decision to impose sanctions within five (5) working days of its receipt of the written decision by filing an appeal in hard copy or electronic format with the Illinois State Toll Highway Authority's Sanctions Committee. Actual delivery of the hard copy and electronic formats within the five (5) business days is required and mere posting by mail within that period is not sufficient. An appeal may provide additional documentation and/or arguments and request an oral presentation to the Tollway's Sanctions Committee. The Tollway's Sanctions Committee shall notify the Vendor in writing of the final determination and the basis for the determination within ten (10) working days after receipt of the appeal or after the date of the oral presentation by the Vendor, whichever is later. The Vendor may appeal an adverse decision within five (5) working days of receipt of the final determination to the Executive Director by filing an appeal in hard copy and electronic format to the Illinois State Toll Highway Authority, Executive Director, 2700 Ogden Avenue, Downers Grove, Illinois 60515-1703, contractcompliance@getipass.com. The Executive Director or his/her designee, which designee shall not be employed within the Tollway's Contract Compliance Team, may solicit information from the Vendor, the Diversity and Strategic Development Department, the Chief of Contract Compliance, the Law Department, Internal Audit, the Procurement Department, and anyone else in his/her discretion, and shall render a final decision on the Vendor's appeal within thirty (30) calendar days.

9. INACCURATE OR FRAUDULENT REPORTING

The Vendor has a duty to accurately report information pursuant to this Special Provision. A Vendor who fails to supply accurate information is subject to sanctions imposed by the Tollway. A Vendor who intentionally supplies inaccurate information may be subject to civil and/or criminal sanctions.

10. OTHER REGULATIONS

The adherence to the DBE goal does not abrogate other responsibilities of the Vendor to comply with affirmative action requirements under federal or state law, municipal ordinance, prevailing government regulations or terms contained elsewhere in the contract.



DBE FORM 2023

Demonstration of Good Faith Efforts to Achieve DBE Subcontracting Goal

If the DBE contract goal was not achieved, the Good Faith Efforts checklist and contacts log must be submitted with the Proposal. Failure to do so may render the Proposer’s solicitation response non-responsive and cause it to be rejected, or render the Proposer ineligible for contract award, at ISHTA’s sole discretion. The Proposer must provide all evidence relied upon in support of its Good Faith Efforts with its Proposal.

Good Faith Efforts Checklist

Insert on each line below the initials of the authorized Proposer representative who is certifying the Proposer 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 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 Proposer could perform those scopes with its own forces.

_____ Solicited through reasonable and available means (e.g., 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](#)
- City of Chicago’s M/WBE Directory: [Chicago Certified Firms](#)
- County of Cook, IL’s: [M/WBE/VBE-certification](#)
- Small Business Administration’s SBA 8(a) Directory: [SBA Directory](#)

_____ 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 proposals.

_____ 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 aid in the recruitment and placement of DBEs.

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

Print Name

Phone contact

Position

E-mail address

Signature

Date

EXHIBIT F - Letter of Intent

Instructions: The Prime Vendor is required to submit a separate, signed Letter of Intent (LOI) from each DBE certified vendor.

LOIs must be submitted with the Statement of Intent (SOI) and must be signed by both parties.

The Prime Vendor shall not prohibit or otherwise limit the DBE certified vendor(s) from providing subconsultant proposals to other potential vendors. Each LOI must include the negotiated contract percentage and a detailed scope of work to be performed by each identified DBE certified vendor. All LOIs shall be subject to Agency approval. Any changes involving or affecting the identified DBE certified vendor may not be permitted without written approval of the procuring Agency.

Project Name: _____ Project/Solicitation Number: _____

Name of Prime Vendor: _____ DBE Compliance Contact: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax: _____ Email: _____

Name of Certified DBE Vendor: _____

Address: _____ DBE Compliance Contact: _____

City: _____ State: _____ Zip Code: _____

Telephone: _____ Fax: _____ Email: _____

Type of agreement: Services

Anticipated start date of the Certified DBE Vendor: _____

Proposed _____% Amount _____ of Contract to be performed by the DBE Vendor.

NOTE: The Prime Vendor must indicate the percentage and Dollar value of the estimated contract award that will be subcontracted to the certified DBE Vendor.

Detailed description of work to be performed by the DBE Vendor:

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

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

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

Signature

Signature

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

VETERAN-OWNED SMALL BUSINESS PARTICIPATION

The Illinois Tollway hereby notifies all potential Vendors that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, veteran-owned and/or service-disabled veteran-owned small business enterprises will be encouraged to submit a SOI response to this invitation and/or to participate in the advertised Veteran-owned/Service-Disabled Veteran-Owned Business Enterprise (VOSB/SDVOB) goal of the work to be performed under the contract as a sub-Vendor. **NOTE THAT FAILURE TO PROVIDE A UTILIZATION PLAN AND LETTER OF INTENT OR TO PROVIDE EVIDENCE OF GOOD FAITH EFFORTS TO MEET THE CONTRACT GOAL, IF APPLICABLE, WILL RESULT IN A SOI BEING DEEMED NON-RESPONSIVE.**

To qualify as an eligible VOSB, the firm must be currently certified by the Department of Central Management Services. Registration is available at:

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

A current letter of certification and/or No Change Affidavit from the Illinois Department of Central Management Services is requested with your SOI submittal (Certifications are to be included as attachments to Exhibit A – Proposed Key Staff).

You can view/print and download the most current listing of VOSB firms at the Illinois Department of Central Management Services website:

<http://www.illinois.gov/cms/business/sell2/Pages/endorSearch.aspx>

To qualify as an eligible VOSB, all of the following must be met:

- The firm must be an Illinois business with annual gross sales under \$75 million
- At least 51% owned by one or more qualified service-disabled veterans or qualified veterans living in Illinois
- Provide a commercially useful function
- Provide evidence of a current VOSB certification by the Illinois Department of Central Management Services;
- Proposed to provide services identified in the specialty Area on the Letter of Certification.

ILLINOIS TOLLWAY DISCLAIMER STATEMENT Veteran-Owned Small Business Enterprise Directory

Firms listed in the Department of Central Management Services VOSB Directory have been certified as Veteran-Owned or Service-Disabled Veteran-Owned Small Business Enterprises.

The criteria, standards and procedures by which certification decisions are made can be obtained from the Department of Central Management Services. The contract dollar amounts committed to VOSB certified firms on Illinois Tollway contracts may be eligible to be counted toward the fulfillment of VOSB contract goals on both construction contracts and professional service awards. **A single firm cannot be used to meet both a Disadvantaged Business Enterprise (DBE) and a VOSB goal.**

This directory is to be used as an “informational source only” and the following must be considered:

- Certification does not mean that a firm is in any way prequalified to provide the products and/or services the firm claims it can provide. “Certification” means that the Department of Central Management Services has determined, on the basis of information provided and the representations therein, that a business is a bona fide VOS. The Department of Central Management Services does not, as a result of the listing, make any representation concerning the ability of any listed firm to perform work in the specialty listed;

- The Illinois Tollway does not, through its use of and referral to the Department of Central Management Services VOSB directory, make any representation concerning the ability of any listed firm to perform work in the specialty listed.
- The Illinois Tollway in awarding a contract has discretion in determining whether a VOSB firms' listed work categories are eligible to be counted toward the fulfillment of VOSB contract goals; and
- Department of Central Management Services disclaims any and all responsibility concerning errors, omissions or misrepresentations which may be contained in its publication. It is the responsibility of all contactors/Vendors to:
 - Conduct their own investigation to determine the capability and capacity of the VOSB firm(s) to satisfactorily perform the proposed work; and
 - Ensure the VOSB has a current VOSB certification letter and/or No Change Affidavit.

This registry lists the most current Department of Central Management Services VOSB certified firms. If there are any questions concerning this directory, please contact the Department of Central Management Services.

EXHIBIT F - State of Illinois VETERAN-OWNED SMALL BUSINESS PARTICIPATION, UTILIZATION PLAN and LETTER OF INTENT for Professional Services

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

Contract Goal to be Achieved by Vendor: This solicitation includes a specific **Veteran Small Business** participation goal as specified in each Item detail based on the availability of CMS certified veteran-owned and service-disabled veteran-owned small business (VOSB) vendors to perform or provide the anticipated services required by this solicitation. **The Veteran Small Business participation goal is applicable as specified in each Item detail.** This goal is also applicable to supplemental work within the scope of work provided by the VOSB vendor. In addition to the other award criteria established for this solicitation, the Agency will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. If Vendor is a CMS certified VOSB vendor, the entire goal is met and no subconsulting with a CMS certified VOSB vendor is required; however, **Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.**

The VOSB goal is separate and distinct from the DBE goal. A single firm may not be utilized to achieve credit toward both VOSB and DBE goals on a single project.

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

At the time of submittal of SOI, Vendor, or Vendor's proposed Subconsultant must be certified with CMS as a VOSB.

Failure to complete a Utilization Plan and/or provide Good Faith Effort Documentation shall render the Statement of Interest non-responsive or non-responsible.

Visit <https://www2.illinois.gov/cms/business/sell2/pages/veteranownedbusinesses.aspx> for complete requirements and to apply for certification in the Veteran Business Program.

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Teaming Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Teaming Agreement must clearly evidence that the certified VOSB vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the certified VOSB vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the certified VOSB vendor to be dedicated to the performance of the contract. Established Teaming Agreements will only be credited toward Veteran Small Business goal achievements for specific work performed by the certified VOSB vendor.
2. An agreement between a vendor and a certified VOSB vendor in which a certified VOSB vendor promises not to provide subconsulting proposals to other vendors is prohibited. The

Agency may request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the Agency in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed certified VOSB vendor. Failure to cooperate by Vendor and certified VOSB vendor may render the SOI non-responsive or not responsible. **The contract will not be finally awarded to Vendor unless Vendor's Utilization Plan is approved.**

3. **Veteran Small Business Certified Vendor Locator References:** Vendors may consult CMS' Veteran Small Business Vendor Directory at www.illinois.gov/cms/business/sell2/Pages/VendorSearch.aspx, as well as the directories of other certifying agencies, but firms **must be certified with CMS as VOSB vendors at the time of submittal of SOI.**
4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate. This assurance must be included in each subcontract that Vendor signs with a Subconsultant.
5. **Calculating Certified VOSB Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or provided by all certified VOSB vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by certified VOSB vendors is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:
 - 5.1. The value of the work actually performed by the certified VOSB vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified VOSB vendor shall be counted.
 - 5.2. A vendor shall count the portion of the total dollar value of the Veteran Small Business contract equal to the distinct, clearly defined portion of the work of the contract that the certified VOSB vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other certified VOSB vendor. Work performed by the non-certified VOSB party shall not be counted toward the goal. **Work that a certified VOSB vendor subcontracts to a non-certified VOSB vendor will not count towards the goal.**
 - 5.3. Certified VOSB vendors who are performing on contract as second tier Subconsultants may be counted in meeting the established Veteran Small Business goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.
 - 5.4. A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.
 - 5.4.1. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved.
 - 5.4.2. A certified VOSB vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain certified VOSB vendor participation. In determining whether a certified VOSB vendor is such an extra participant, the Agency shall examine similar transactions, particularly those in which certified VOSB vendors do not participate, and industry practices.

- 5.5. A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

6. **Good Faith Effort Procedures:** Vendor must submit a Utilization Plan and Letters of Intent that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must document and explain within the Utilization Plan the good faith efforts it undertook to meet the goal. Utilization Plans are due at the time of submittal of SOI. CMS or the State Agency, as its delegate, will consider the quality, quantity, and intensity of Vendor's efforts.

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

- 6.1. In evaluating Vendor's good faith efforts, CMS or the State Agency, as its delegate, may consider whether the ability of other firms submitting SOIs to meet the contract goal suggests that good faith efforts could have resulted in Vendor meeting the goal.
- 6.2. If CMS or the State Agency, as its delegate, determines that Vendor has made good faith efforts to meet the goal, the Agency may award the contract provided that Vendor is otherwise eligible for award.
- 6.3. If CMS or the State Agency, as its delegate, determines that good faith efforts have not been met, the SOI may be determined to be non-responsive by the Chief Procurement Office.

Extended Documentation Period for Vendors with a Technical Issue related to the VOSB Commitment Made on a SOI:

All required VOSB documentation must be completed to the fullest extent possible and submitted with the SOI, including the Utilization Plan and SOITEAM data. If a VOSB Utilization Plan is not submitted with the SOI, the SOI may be deemed non-responsive.

Each Vendor submitting a SOI who has a VOSB commitment with a technical issue related to VOSB participation that is identified during initial review of a SOI by the Illinois Tollway shall be allowed, upon an email notification from the Contract Compliance team from the Illinois Tollway, an extended documentation period which will extend until 5:00 pm CT on the second business day after the day the notification is sent (e.g. if a Vendor is notified on Monday, extended documentation period concludes on Wednesday at 5:00 pm).

The extended documentation period allows Vendors solely to correct their initial Utilization Plan and SOITEAM data to add or adjust VOSB participation to:

- Meet or exceed the initial VOSB commitment stated in the SOI, if that initial commitment was above the advertised VOSB goal, or
- Meet or exceed the goal, if the initial VOSB commitment stated in the SOI was below the advertised VOSB goal.

The Vendor shall submit an amended VOSB Utilization Plan and SOITEAM data if additional or adjusted VOSB participation is secured by the end of the extended documentation period.

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

certified VOSB vendor or Vendor may perform the work.

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

EXHIBIT F - VOSB UTILIZATION PLAN PROFESSIONAL SERVICES

[Click here to enter text.](#) (Vendor) submits the following Utilization Plan as part of our SOI in accordance with the requirements of the Veteran Small Business Program Status and Participation section of the solicitation for [Click here to enter text.](#), Illinois. Procurement Bulletin Reference # [Click here to enter text.](#) We understand that all Subconsultants must be certified with the CMS Veteran Small Business Program at the time of submission of all SOIs. We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.

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

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

Vendor's person responsible for compliance:

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

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

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

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

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

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

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

- Utilize the Sell2Illinois website: www.illinois.gov/cms/business/sell2/Pages/VendorSearch.aspx to identify certified VOSB vendors within the respective commodity/service codes denoted above and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.
- Solicit through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of certified VOSB vendors that have the capability to perform the work of the contract. Vendor must solicit this interest within sufficient time to allow the certified VOSB vendors to respond to the solicitation. Vendor must determine with certainty if the certified VOSB vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a proposal. Vendor must provide interested certified VOSB vendors with adequate information about the requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
- Select portions of the work to be performed by certified VOSB vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out project scope to facilitate certified VOSB vendor participation, even when Vendor might otherwise prefer to perform these work items.
- Make a portion of the work available to certified VOSB vendors and selecting those portions of the work consistent with their availability, so as to facilitate certified VOSB vendor participation.
- Negotiate in good faith with interested certified VOSB vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of certified VOSB vendors that were considered; a description of the information provided regarding the project scope for the work selected for sub-consulting and evidence as to why additional agreements could not be reached for

certified VOSB vendors to perform the work. A Vendor using good business judgment may consider a number of factors in negotiating with certified VOSB vendors and may take a firm's capabilities into consideration. The fact that there may be some additional costs involved in finding and using certified VOSB vendors may not be in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from certified VOSB vendors if the price difference is excessive or unreasonable.

- Thoroughly investigate the capabilities of certified VOSB vendors and not reject them as unqualified without documented reasons. The certified VOSB vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids and proposals in Vendor's efforts to meet the goal.
- Make efforts to assist interested certified VOSB vendors in obtaining lines of credit or insurance as required by the Agency.

EXHIBIT F - Letter of Intent

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

Project Name: Click or tap here to enter text. Project/Solicitation No.: Click or tap here to enter text.

Prime Vendor Click or tap here to enter text. VOSP Compliance Contact: Click or tap here to enter text.

Address: Click or tap here to enter text.

City: Click or tap here to enter text. State: IL Zip: Click or tap here to enter text.

Telephone: Click or tap here to enter text. Email: Click or tap here to enter text.

Certified Vendor Name: Click or tap here to enter text. BEP VSB

Address: Click or tap here to enter text.

City: Click or tap here to enter text. State: IL Zip: Click or tap here to enter text.

Telephone: Click or tap here to enter text. Email: Click or tap here to enter text.

BEP/VSB Vendor's Contact responsible for compliance with this Participation Agreement:

Click or tap here to enter text.

Type of Agreement: Services Supplies Both Services and Supplies

Anticipated start date of the Certified VOSB Vendor: Click or tap here to enter text.

Proposed _____ % of Contract to be performed by the VOSB Vendor.

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

Detailed description of work to be performed by the VOSB Vendor:

Click or tap here to enter text.

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

Vendor (Company Name and D/B/A)

Signature

Title

Date

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

Signature

Title

Date

INSTRUCTIONS FOR COMPLETING EXHIBIT G: CONTRACT PARTICIPATION
CURRENT AND PAST DBE/VOSB/BEP PARTICIPATION WITH THE ILLINOIS STATE TOLL HIGHWAY
AUTHORITY (ILLINOIS TOLLWAY)

***This form is required. Failure to submit a completed form at time of submission will impact evaluation scoring.**

Firms should complete the Exhibit G form for work performed dating back to 2012 and where the following apply:

- 1) If your firm is currently performing work on the ILLINOIS TOLLWAY contracts or has performed work; and/or
- 2) If your firm is/has participated on an ILLINOIS TOLLWAY project as a Subconsultant where you subcontracted with tier-sub performing under DBE/VOSB/ BEP.

If the answer to either of the above inquiries is yes, please complete above Exhibit G consisting of requests for the following information:

- A) Indicate if you performed as the prime or Subconsultant.
- B) Indicate the PSB project or contract number.
- C) Indicate the total contract amount, including any supplementals.
- D) Indicate the current contract completion percentage.
- E) Primes should indicate the goals associated with your PSB project or contract. Subconsultants should indicate the percentage of the contract they were responsible for performing (each category should have its own line).
- F) Indicate the category for the corresponding goal listed in column E.
- G) Indicate the Prime's DBE/VOSB commitment goal associated with column B. Subconsultants should indicate the percentage awarded to their tier-sub DBE/VOSB vendor.
- H) Indicate the total percentage of the work subcontracted or tier-sub amount.
- I) Indicate the amount self -performance on the contract.
- J) Indicate the amount paid to the DBE/VOSB Subconsultant of tier-sub.
- K) Indicate the percentage of the goal achieved from column G.
- L) Explain shortfalls between columns G and K.

Firms legal name and the signature of the owner/operator is required. B2GNow will be utilized as a basis for confirming a firm's compliance on historical contracts.

Example:

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)
Prime/subcontractor	PSB No./Contract No.	Total Contract Awarded (including Supplementals)	Contract Completion %	Goals listed on PSB/Solicitation	Category: DBE/VOSB/SDVOSB/BEP	DBE/VOSB commitment goal %	Amount Subcontracted	Amount self-performed	Amount Paid	Percentage (%) achieved (per goal)	Shortfall Explanation
Prime	15-2/4701	\$1,263,545	85%	30%	DBE	35%	\$ 442,240.75	\$732,856	\$ 221,120.38	18%	Work has not been completed by subcontractor
Prime	15-2/4701	\$1,263,545	85%	5%	VOSB	7%	\$ 88,448.15		\$ 44,224.08	3.50%	Work has not been completed by subcontractor
subcontractor	15-5/3505	\$ 500,000.00	75%	25%	DBE	2%	\$ 10,000.00	\$ 490,000.00	\$ 10,000.00	2%	



ILLINOIS TOLLWAY

STANDARD BUSINESS TERMS AND CONDITIONS

ILLINOIS TOLLWAY CONTRACT NO.: _____

VENDOR/VENDOR (NAME): _____

1. PAYMENT TERMS AND CONDITIONS:

- 1.1 Minority Vendor 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.
- 1.2 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.
- 1.3 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 Subconsultants according to the terms of their respective contracts, and (iv) provide lien waivers to the State. 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 (IDOL) to ensure understanding of prevailing wage requirements at 217-782-6206 or search the Illinios.gov site for more information. For construction contracts, all vendors will be required to report certified payrolls to IDOL at <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/CertifiedTranscriptOfPayroll.aspx>. EEO work hours must be reported in the Tollway’s Capture system at <http://www.tollwaydiversitycapture.com> on a monthly basis. PDF versions of the certified payroll transcripts filed with IDOL must be uploaded into the Tollways B2Gnow system by the 25th of the month for the prior month.
- 1.4 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.
- 1.5 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 December 31 of any year must be submitted to the State no later than February 28 of the following 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.
 - 1.5.1 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.
 - 1.5.2 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.
3. **AUDIT/RETENTION OF RECORDS:** Vendor and its Subconsultants 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 five years from the later of the date of final payment under the contract or completion of the contract, and by the Subconsultant for a period of five years from the later of final payment under the term or completion of the subcontract. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency/University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, the Tollway Inspector General, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its Subconsultants 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 the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or Subconsultants shall not impose a charge for audit or examination of the Vendor's books and records. 30 ILCS 500/20-65.
4. **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.
5. **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.
6. **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 30 days of the declaration.
7. **CONFIDENTIAL INFORMATION:** Each Party, including its agents and Subconsultants, 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 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.
8. **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.

9. **INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the Illinois Tollway and State of Illinois, their directors, 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 property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any negligent act, activity or omission of Vendor or any of its employees, representatives, Subconsultants or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.
10. **INDEPENDENT VENDOR:** Vendor shall act as an independent Vendor and not an agent or employee of, or joint venture with the State. All payments by the State shall be made on that basis.
11. **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.
12. **COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and Subconsultants 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.
13. **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 Subconsultants officers, employees or agents. Vendor or Subconsultant shall reassign immediately any such individual who, in the opinion of the State, does not pass the background check.
14. **APPLICABLE LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements (44 Ill. Adm. Code 750) are incorporated by reference. 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 contract dispute. The State of Illinois does not waive sovereign immunity by entering into this contract. The official text of cited statutes is incorporated by reference. An unofficial version can be viewed at <http://www.ilga.gov/legislation/ilcs/ilcs.asp>.
15. **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.
16. **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.

17. **NOTICES:** Notices and other communications provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express or other similar and reliable carrier), by e-mail, or by fax showing the date and time of successful receipt. Notices shall be sent to the individuals who signed the 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 the contact information.
18. **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.
19. **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 to determine whether Vendor can be considered responsible on specific future contract opportunities.
20. **FREEDOM OF INFORMATION ACT:** This contract and all related public records maintained by, provided to or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) (50 ILCS 140) notwithstanding any provision to the contrary that may be found in this contract.
21. **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.
22. **WARRANTIES FOR SUPPLIES AND SERVICES:**
 - 22.1 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.
 - 22.2 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.
 - 22.3 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 law, regulations, orders, or policies.

23. REPORTING, STATUS AND MONITORING SPECIFICATIONS:

23.1 Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform the contract.

23.2 By August 31 of each year, Vendor shall report to the Agency or University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. Vendor may be entitled to employment tax credit for hiring individuals in those groups. 35 ILCS 5/216, 5/217.

24. **EMPLOYMENT TAX CREDIT:** Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 30 ILCS 500/45-67 and 45-70. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

25. SUPPLEMENTAL PROVISIONS

25.1 TOLLWAY SUPPLEMENTAL PROVISIONS

25.1.1 Agents and Employees:

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

25.1.2 Publicity:

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

25.1.3 Third Party Beneficiaries:

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

25.1.4 Successors In Interest:

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

25.1.5 Venue:

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

25.1.5.1 Whenever "State" is used or referenced in this Contract, it shall be interpreted to mean "Illinois Tollway".

25.1.5.2 The State Prompt Payment Act (30 ILCS 40) does not apply to the Illinois Tollway.

25.1.5.3 The Illinois Tollway is not currently an annually appropriated agency.

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

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

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

25.3 PAYMENT DATA REPORTING REQUIREMENT

The Illinois Tollway requires Vendors to report all payments received and/or paid to all firms pursuant to this contract in the form prescribed by the Illinois Tollway. Payments to all firms must be reported by the Vendor/Vendor and confirmed by the Subconsultants/Subconsultant in the Tollway's B2Gnow system on a monthly basis at <https://iltollway.diversitysoftware.com/>. In addition, prime vendors are responsible of uploading a PDF of their certified payroll transcripts filed with IDOL into B2Gnow by the 25th of the month for the prior month's submission for capital construction projects.

Additional information can be found at: <https://www.illinoistollway.com/doing-business#B2GNow>

(If hyperlink does not load, copy and paste the address into your web browser's address bar)

25.4 VENDOR SUPPLEMENTAL PROVISIONS

Vendor Supplemental Provisions:

STATE OF ILLINOIS

SOLICITATION AND CONTRACT TERMS AND CONDITIONS EXCEPTIONS

_____ agrees with the terms and conditions set forth in the Professional Services Bulletin, 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:



**Sub-Vendor/Vendor Information/Delinquent Debt Review
Vendor/Vendor
Sub-Vendor/Vendor
FEIN**

Date: _____ **Project Number:** _____

Project Name: _____

**DELINQUENT DEBT REVIEW
VENDOR/
VENDOR**

Sub-Vendor/Vendor Disclosure

Will you be using any sub-Vendors/Vendors? Yes No

If yes, you must identify below, to the extent the information is known, regardless of the subcontract value, the names, addresses and type of work all Sub-Vendors/Vendors that will be utilized in the performance of this Contract, together with the anticipated dollar value (Sub-Vendors) or percentage (Sub-Vendors) each is expected to receive pursuant to this Contract. The list of sub-Vendors/Vendors should include but not be limited to sub-Vendors/Vendors, suppliers and truckers proposed to achieve disadvantaged business enterprise and veteran owned business goals. The State may request updated information at any time. For purposes of this section Sub-Vendors/Vendors are those specifically hired to perform part of the work of this contract. Non-DBE suppliers and truckers do not need to be included.

Upon request, our firm agrees to provide a copy of the subcontract, if required, within fifteen (15) days after execution of the contract if selected, or after execution of the subcontract, whichever is later, for those subcontracts with an annual value of more than \$50,000. All subcontracts over \$50,000 must include the same certifications that the Vendor must make as a condition of the contract. The vendor shall include in each subcontract the Subconsultant certifications as shown on the Standard Subconsultant Certification form available from the State.

Delinquent Payment. The Vendor/Vendor certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if it knows or should know that it, or any affiliate, is delinquent in the payment of any debt to the State as defined by the Debt Collection Board. Section 50-12 prohibits a person from entering into a contract with the State agency if it, or any affiliate, has failed to collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with the provisions of the Illinois Use Tax Act. The Vendor/Vendor further acknowledges that the contracting State agency may declare the contract void if this certification is false or if the Vendor/Vendor or any affiliate is determined to be delinquent in the payment of any debt to the State during the term of the contract.

Vendor/Vendor: _____

Federal Employment Identification Number (FEIN): _____

E-Mail: _____

Include an attachment if more space is needed to provide the below information. The attachment must provide the requested information.

NOTE for Construction Contracts: List all known Subconsultants including those identified in the Proposal Package on DBE Form 2025 and VOSB Form 2025, and include any name listed in the "Under Contract To" section of these forms.

<u>Sub-Vendor(s)/Vendor(s)</u>	<u>Sub-Vendor /Vendor FEIN</u>	<u>Address</u>	<u>General Type of Work</u>	<u>Anticipated Amount of Contract to be Paid (to extent known) Sub-Vendor (dollar value) or Sub-Vendor (percentage)</u>

Signature: _____

Date: _____

Printed Name: _____

PART IV: REPRESENTATIONS AND INSTRUCTIONS

4.1 SELECTION CRITERIA

Members of the Vendor Selection Committee will not be available to discuss specifics of projects listed in this PSB between the date of the submittal and the Selection Committee meeting. Please do not send letters or e-mails expressing interest in specific projects to members of the Vendor Selection Committee.

Selection of professional Vendors by the Illinois Tollway is based on the firm's professional qualifications, related experience, expertise, and availability of key personnel to be assigned to the project, satisfaction of diversity goals and contract compliance and what is best for the Illinois Tollway. SOIs will be evaluated based on the following criteria:

- Specialized experience when required, technical competence of the personnel, and experience of the firms and/or Subconsultants proposed.
- Performance history and expertise of the firm and any proposed Subconsultants with the work described in the Item.
Particular attention will be given to appropriate cost saving measures and innovative ideas that will benefit the Illinois Tollway.
- Ability to complete the work in the time required and the firm's existing workload.
- Commitment and availability of Key Personnel during the term of the contract.
- Proposed method of accomplishing the project's objectives.
- Demonstrate understanding of an inclusive and substantive DBE/VOSB utilization plan.
- Contract Compliance will evaluate submitted forms and documents, including but not limited to the SOI, LOI, DBE/VOSB certification(s) and Exhibit G, for completeness, accuracy and verification that all requirements of the PSB have been met.

Consideration will also be given to the quality and scope of utilization plan which demonstrates an understanding of an inclusive and substantive DBE and VOSB U-Plan (Reference Section 2.5 and 2.7 for definition of "DBE" and "VOSB"), VOSB and Partnering for Growth (formerly Mentor Protégé proposals).

Consideration will also be given to the completeness and content of the compliance documentation submitted (SOI, LOI and Exhibit G), whether the submitted documents show that at least the advertised diversity goal(s) has/have been met, and if the certification letters submitted are current and the area(s) of specialty as certified match with the scopes of work of the respective DBE/VOSB participants.

4.2 SCHEDULE FOR VENDOR SELECTION

The Illinois Tollway anticipates selecting Vendors based on this estimated schedule:

TASK	DATE DUE
Publish	April 9, 2021
Last Day for Questions no later than 4:30:00 pm Central Time	April 30, 2021
Complete SOIs are due no later than 4:30:00 pm Central Time on this date, including all required Attachments/Exhibits as specified in this PSB.	May 21, 2021
Selection Committee Meeting:	June/July, 2021
Board Approval – A copy of the subcontract agreement, if required, within fifteen (15) days after execution (generally the Notice to Proceed date) of the contract if selected, or after execution of the subcontract, whichever is later, must be submitted to the State Purchasing Officer (SPO) through the Executive Manager of Engineering at: 2700 Ogden Ave., Downers Grove, IL 60515	August, 2021
Notice to Proceed	October, 2021

4.3 GUIDELINES FOR SUBMITTING STATEMENTS OF INTEREST (SOI)

The firm acting as the prime must be prequalified in all of the prequalification categories requested in the project advertisement even if they plan to subcontract part of the project, except where noted in a specific project advertisement. Any Vendor, prime or sub must be prequalified by IDOT in the category of work they are performing or as stated in the item description, unless the Subconsultant is being mentored in the Partnering for Growth Program. **SEE NOTICE BELOW.**

4.3.1 REQUIRED FORMAT FOR SUBMITTING STATEMENTS OF INTEREST

4.3.2.1 ALL EXHIBITS SUBMITTED FOR THIS PSB MUST BE CURRENT. EXHIBITS FROM PREVIOUS PSBS WILL NOT BE ACCEPTED.

4.3.2.2 PREQUALIFIED FIRMS MAY INDICATE THEIR DESIRE TO BE CONSIDERED FOR SELECTION ON ANY OF THE PROJECTS LISTED WITHIN THIS PSB BY SUBMITTING A SEPARATE SOI FOR EACH PROJECT.

4.3.2.3 EACH SOI MUST BE SUBMITTED USING THE FOLLOWING BASIC FORMAT:

COVER SHEET

Include Full Legal Firm Name, PSB Number, Item Number, and **all** known Subconsultants (Full Legal Firm Names).

Section 1. Executive Summary (limit of 5 pages)

- A. Legal Name of firm, address, telephone number, e-mail address and contact person.
- B. List all known Subconsultants, the work the firm(s) will be performing and a contact person for each. Identify any DBEs (Reference Section 2.5 for definitions) and VOSBs. Include Mentor and Protégé data if applicable.
- C. Name of Project Manager.

- D. Name of Project Engineer.
- E. Project Understanding.
- F. Project Approach (include brief statement of firm's unique qualifications and experience, approach to the project's specific challenges such as maintenance of traffic, environmental constraints, budget constraints, schedule constraints, design challenges, etc.).
- G. Statement that firm will meet or exceed the DBE goal and VOSBVOSB goal as applicable for the item. Include the proposed percentage of work to be completed by proposed DBE and VOSB firms (Percentages shall match those submitted with the SOITEAM data). For each proposed DBE firm, include a current certification letter that shows that the DBE firm is certified in its scope(s) of work stated in the SOI and its LOI.

Section 2. Organization Chart

Include names and titles for all Key Project Personnel

Section 3. Relevant Project Experience

Include a minimum of three (3) relevant projects of equal or greater complexity accomplished within the past five (5) years, demonstrating the firm's experience in the type of work required for this project. Color graphics and photographs may be sent with the files.

Include performance ratings for past work done for the Illinois Tollway, IDOT, or any other government agencies or public bodies, if applicable.

NOTICE

Pursuant to Illinois Department of Transportation (IDOT) Prequalification rules and procedures, the Illinois Tollway will accept your firm's prequalification the same as IDOT, in that your firm is prequalified until (Fiscal Year + 1 year). As per IDOT, your firm will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to IDOT to remain prequalified.

The firm remains prequalified during this six (6) month grace period. Once the data is submitted to IDOT, either before or on the due date, the firm remains prequalified in the current categories until IDOT reviews a category and makes a determination. If there is not a submittal by the due date, the firm is automatically listed as not approved.

IDOT provides a listing of prequalified consulting firms on the website:

<http://www.idot.illinois.gov/doing-business/procurements/engineering-architectural-professional-services/index>

This list is typically updated weekly, and is based on the most recently approved SEFC application. Firms are encouraged to monitor their prequalification status in IDOT's EPAS system. This notice also applies when utilizing a Subconsultant to meet prequalification requirements on a project.

4.4 SUBMITTAL INSTRUCTIONS

All submittals for this PSB will be received through the Illinois Tollway's e-Builder PSB SOI process at: www.e-builder.net . Contact ebuilder@getipass.com for training and login information.

Firms that are teaming and preparing an SOI must use the code name assigned for the team. When a firm is submitting on behalf of a team, a unique e-Builder account and login ID are required. The team SOI submittal must be created and submitted by the Prime firm. (Important Reminder: if a Prime is submitting for

themselves, that account and login ID will be different from the account and login ID that they will use to submit for a team).

The preparation of the SOI for submittal in e-Builder must be done in one e-Builder account, i.e., one account login ID. Each account/login has access only to the e-Builder PSB SOI process instance that is being created in that account. Each e-Builder PSB SOI process instance can only be seen from the login that created it.

One SOI is required for each PSB item. The subject line will be created in the eBuilder PSB SOI process when you select the item number your firm will be submitting for from the pull-down menu. Complete e-Builder instructions for the PSB SOI process can be found in the upper right-hand corner of the SOI instance.

All questions related to this PSB must be submitted electronically through the e-Builder SOI Mailbox at [PSB 21-2.01 Questions and RFIs@docs.e-builder.net](mailto:PSB_21-2.01_Questions_and_RFIs@docs.e-builder.net) at least 10 days **April 30, 2021 at 4:30:00 pm** (CT) prior to the **submittal date, of May 21, 2021 @ 4:30:00 pm (CT)**. The subject line should read: PSB 21-2 Question. Answers will be addressed via an Addendum published via BidBuy. For e-Builder technical questions, please contact the e-Builder PSB SOI Helpdesk: ebuilder@getipass.com. Please call if you need assistance: (630) 241-6800, ext. 6160 and leave a voicemail. You will receive a response within 1 business day.

This is not an invitation for bids. Firms properly prequalified for the projects listed herein may indicate their desire to be considered for selection by submitting an SOI to the Illinois Tollway via the e-Builder PSB 21-2 SOI process located at the following: <http://www.e-builder.net>

The Illinois Tollway follows the Qualifications Based Selection (QBS) process mandated by Illinois statute (30 ILCS 535): Architectural, Engineering, and Land Surveying Qualifications Based Selection Act for selecting qualified Vendors under this PSB.

SOI e-Builder submittals must be received by **May 21, 2021, 4:30:00 P.M.** Central Time (CT). Any submittals received after that time will be considered late and the user will receive an e-Builder notification stating that the PSB SOI date and time has expired. Late submittals will not be accepted by the Illinois Tollway. NOTE: You must set the Time Zone field on your e-Builder account profile page to "(UTC-06:00) Central Time (US & Canada)" so that you can submit your SOIs up until the submittal deadline.

Please carefully read the instructions below BEFORE submitting your SOIs.

4.4.1 GENERAL INSTRUCTIONS

It is CRITICAL that submittal instructions be followed. All Forms must be submitted per the instructions provided. Failure to do so may result in an incomplete submittal resulting in your firm being disqualified. For further information on accessing the Illinois Tollway Website, PSB and Exhibits, please refer to the Table of Contents.

4.4.2 NAMING AND LABELING INSTRUCTIONS

- The Illinois Tollway requires electronic submittals for the Professional Services Bulletin's SOIs via the established e-Builder PSB process. All respondents must utilize a unique 2 to 6 character SOI Firm Name Code assigned by the Illinois Tollway.
- To determine the designated SOI Firm Name Code go to the Illinois Tollway's website under Doing Business>Construction and Engineering - see Vendor Resources and click on the link to the Professional Services Bulletin page. The current SOI Firm Name Code List will be posted under the "Required Forms" section. If your firm is not included on the list, or your firm name has changed, please contact PSB Coordinator. csstaff@getipass.com, for an assigned SOI Firm Name Code.
- When submitting "Team" files please, use the **new** SOI Firm Name Code assigned by the Illinois Tollway to the Team. The SOI Firm Code Name is exclusive to the electronic submittal – meaning it does not establish the name of the Team. Please contact PSB Coordinator, csstaff@getipass.com, for an assigned SOI Firm Name Code.

4.4.3 INSTRUCTIONS FOR SUBMITTING THE SOITEAM DATA

The SOITEAM information is now input into the “SOITEAM data” section in e-Builder. The following still apply to your submittal:

- Vendors are required to complete the SOITEAM data section for each Item, completing all columns shown for the Prime Vendor, and for every Subconsultant that is being proposed. **Do not enter “TBD” or enter a range of percentages, and do not leave blank cells.** Totals must equal 100%.

TEAM submittals:

- NOTE: If a firm is submitting as a Prime and also as a Team lead for one or more teams, a separate SOI and the SOITEAM data information must be submitted for each. DO NOT combine SOITEAM data information for unique SOI submittals.
- When entering prime Vendor or Subconsultant information in the SOITEAM data section, please follow the below instructions:
 - Add new item for firm information for each team member
 - Under Team Member Role, select Prime (Lead Teaming Partner) or Prime (Non-Lead Teaming Partner)
 - Teams with three firms may enter an additional firm and select Prime (Non-Lead Teaming Partner)
 - Select Subconsultant for the Firm Role for any additional firms that are included in the SOI..
 - Below is a sample of how the Team members and Subconsultants are to be entered and submitted within the SOITEAM data section:

4.4.4 INSTRUCTIONS FOR e-Builder SUBMITTAL

It is important that your e-Builder submittal be prepared according to the following instructions.

A Statement of Interest file and required exhibit files must be attached to each SOI submission in e-Builder. Files must a) be attached to the SOI process instance and b) be saved in the document folder corresponding to the item

Growth Program Plan. if proposing a mentor-protégé arrangement, attach the required <u>Exhibit E</u>		e-Builder
Exhibit F DBE Participation, Utilization Plan and Letter of Intent	ABC_ExF_DBE.pdf	Submit as a separate document on e-Builder
Exhibit F - Veteran Small Business Participation, Utilization Plan and Letter of Intent	ABC_ExF_VOSB.pdf	Submit as a separate document on e-Builder
Exhibit G – Contract Participation, Current and Past DBE/VOSB /BEP	ABC_ExG.pdf	<u>Submit as a separate document on e-Builder</u>
Consultant’s Commitment and Signature Form.	ABC_CCS.pdf	Submit as a separate document on e-Builder
DBE and VOSB Evidence (current certification letters)	DBE_VOSB_Certs.pdf	Submit as a separate document on e-Builder

- Complete the Word documents and then convert them to Adobe .pdf for the submittal.
- Do not send zipped files. They will be rejected and cause the firm’s submittal to be disqualified.
- Signatures must be scanned, then cut/copied and pasted into the appropriate signature blocks. The files must then be converted to a PDF.
- The time zone in your e-Builder profile must be set to “(UTC-06:00) Central Time (US & Canada).” The Time Zone field can be found on the Setup tab under Personal Information>My Profile. See the latest version of the SOI User Manual for instructions, available at the e-Builder PSB SOI work instruction and training webinar link below.

4.4.5 COMMON MISTAKES

The following is a list of common mistakes found when submitting a Professional Services SOI. This list is not intended to be exhaustive and Vendors should make every attempt to avoid these common mistakes in their submittals or the submittal may be deemed non-responsive and may not be scored.

- General
 - Failure of minimum 40% self-performance by the prime
 - Inconsistent percentages throughout SOI submittals
 - Incorrect PSB #
 - Incorrect Contract #
 - Changing anonymous e-Builder PSB account profile entries
 - Submitting too close to the deadline
 - Failure to save attached document in the correct item folder for that submission.
- SOI Grid Data
 - Leaving blank spaces
 - Percentage does not equal 100% – this percentage should include the prime and subs
 - Failure to include all Firms from the SOI (Prime, Team, Subconsultants etc.)
- Exhibits
 - Failure to submit Exhibit E when proposing P4G plan in the SOI grid data
 - Unnecessarily submitting Exhibit E when not proposing P4G in SOI grid data
 - Failure to submit correct version of Forms A or Forms B
 - Failure to list all required Key Personnel on Exhibit A
 - Change of the title of Key Personnel on Exhibit A
 - Failure to list % on Terms and Conditions FEIN page
 - Percentages different than SOI Grid Data
- Teams
 - Failure to include all Team members on Exhibit C (Workload)
 - Failure to include Terms and Conditions for all Team members
 - Failure to include Forms A or Forms B for all Team members

4.5 DISCLOSURES AND CERTIFICATIONS

4.5.1 INSTRUCTIONS FOR SUBMITTING DISCLOSURES

The submittal shall contain either FORMS A or FORMS B. SOIs submitted without FORMS A or FORMS B shall be deemed non-responsive. FORMS A section shall be returned by Firm(s) that are not registered in the Illinois Procurement Gateway (IPG). Enter the BidBuy number on either Forms A or Forms B when asked to supply an IPB Reference #.

FORMS B shall be returned by Firm(s) that have a current, approved IPG registration.

Forms A Section

Complete this section if you **are not using** a current, approved Illinois Procurement Gateway (IPG) Registration number.

<https://www.illinoistollway.com/doing-business/construction-engineering/forms>

1. Business and Directory Information
2. Illinois Department of Human Rights Public Contracts Number
3. Authorized to Do Business in Illinois
4. Standard Certifications
5. State Board of Elections
6. Disclosure of Business Operations in Iran
7. Financial Disclosures and Conflicts of Interest
8. Taxpayer Identification Number
9. Signature

Forms B Section

Complete this section only if you **are using** a current, approved IPG Registration number.

<https://www.illinoistollway.com/doing-business/construction-engineering/forms>

1. Certification of Illinois Procurement Gateway Registration #
2. Certification Timely to this Solicitation
3. Disclosures of Lobbyist or Agent
4. Disclosure of Current and Pending Contracts
5. Signature

4.5.2 INSTRUCTIONS FOR SUBMITTING Illinois Tollway Standard Business Terms and Conditions

Submit the Illinois Tollway Standard Business Terms and Conditions (see Part III, 3.2). This document is also available on the Illinois Tollway website and submit as a separate document on e-Builder. Team leads must submit Illinois Tollway Standard Business Terms and Conditions for themselves and team members.

4.6 COMPLAINT PROCEDURE

A complaint regarding any decision rendered by or action taken by the Illinois Tollway pursuant to this Bulletin may be filed by a firm with the Chief of Procurement of the Tollway by submitting a written statement setting forth all the facts and circumstances together with the basis for making such complaint and specifically how such decision or action is alleged to be in contravention of this Bulletin or the Architectural, Engineering, and Land Surveying Qualifications Based Selection Act (30 ILCS 535) ("QBS Act"). The subject of such complaints shall be limited to allegations of fraud, corruption, and illegal acts. Upon receipt of a complaint, the Chief of Procurement or his/her designee will determine whether, in the decision or action complained of, the Illinois Tollway has acted in accordance with this Bulletin and the QBS Act and will advise the firm submitting the written statement as to this determination and as to what additional action, if any, the Illinois Tollway will take. Any such written complaint must be received by the Illinois Tollway within 7 days from the time the firm complaining becomes aware or should have become aware of the decision or action complained of or from the time information of such decision or action becomes generally available to the public, whichever occurs first. Complaints must be sent in writing to:

Illinois Tollway
Attn: Chief of Procurement
2700 Ogden Ave.
Downers Grove, IL 60515

4.7 USEFUL LINKS

The Illinois Tollway website – <https://www.illinoistollway.com/>

Professional Service Bulletin - <https://www.illinoistollway.com/doing-business/construction-engineering/bids-bulletins-awards>

Vendor Contract Forms (required forms for submittal) - <https://www.illinoistollway.com/doing-business/construction-engineering/forms>

Vendor Invoicing Forms - <https://www.illinoistollway.com/doing-business/construction-engineering/forms>

Partnering for Growth Program - <https://www.illinoistollway.com/doing-business/diversity-development/programs/partnering-for-growth>

e-Builder website: <http://www.e-builder.net>

e-Builder PSB SOI user manual, FAQ file, and training videos:

<https://app.e-builder.net/public/PublicFolderView.aspx?FolderID=%7bdc0355ee-4323-458e-91b5-547c6655b5f5%7d>

e-Builder PSB SOI training webinar dates and registration information:

<http://www.onlineregistrationcenter.com/registerlist.asp?m=176&p=134&group=57&tid=222>

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

Chief Procurement Office/Illinois Procurement Gateway (IPG) – Vendor Registration - <https://ipg.vendorreg.com/>

State Board of Elections - <https://www.elections.il.gov/#News>

Illinois Department of Central Management Services – Travel Reimbursement Schedule - <https://www2.illinois.gov/cms/employees/travel/pages/default.aspx>

National Institute of Standards and Technology - <http://www.nist.gov/>

Illinois Department of Transportation - <http://www.idot.illinois.gov/>

City of Chicago Certification of Compliance -

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

Illinois Department of Transportation Manual of Test Procedures for Materials -

<https://idot.illinois.gov/Assets/uploads/files/Doing-Business/Manuals-Guides-&-Handbooks/Highways/Materials/Concrete/6-08%20minimumprivatelabrequirements.pdf>

4.8 ILLINOIS ePROCUREMENT BidBuy NOTICE

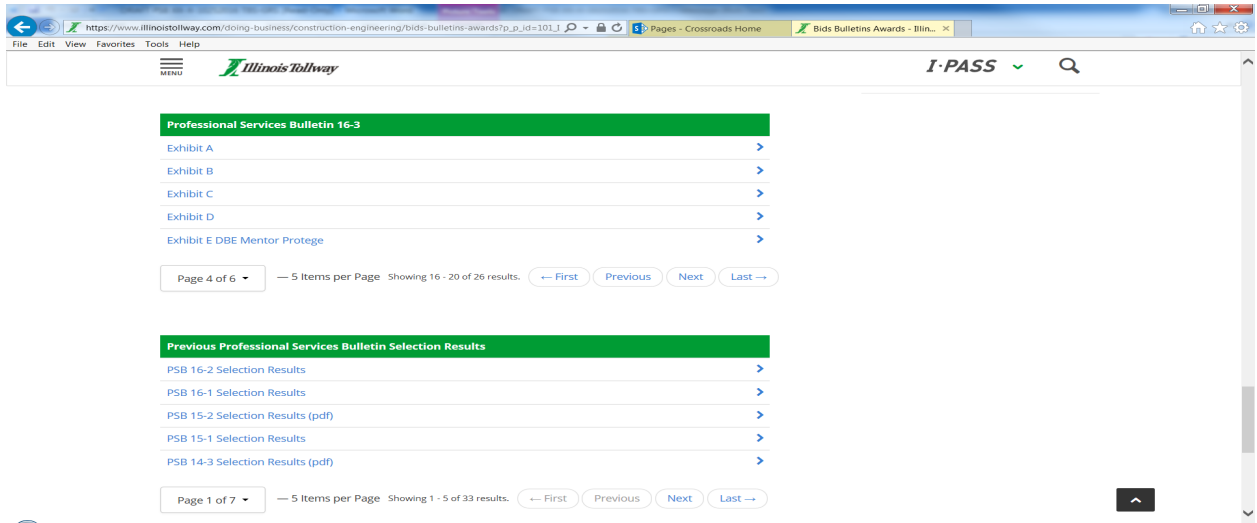
To register in the Illinois eProcurement System, please follow these instructions:

- Go to <https://www.bidbuy.illinois.gov/bsol/>
- Please direct questions regarding the registration process or the use of BidBuy to email address: stateuser.bidbuy@illinois.gov or the Procurement Help desk at 217-557-8992.

4.9 INFORMATION ON ACCESSING ILLINOIS TOLLWAY WEBSITE

- Go to www.illinoistollway.com
- Click on “Menu”
- Click “Doing Business”
- Click “Construction and Engineering”
- Middle of page, under “How Can We Help You? / Vendor Resources”, click “Professional Services Bulletin”
- *Helpful Hint: A limited number of items are shown under “Professional Services Bulletin” on each page; click “Next” to view additional items.

The image displays two screenshots of the Illinois Tollway website's Professional Services Bulletin page. The top screenshot shows the first page of results, with a green header for "Professional Services Bulletin 16-3" and a list of five items: PSB 16-3, PSB 16-3 Addendum 1, PSB 16-3 Addendum 2, PSB 16-3 Addendum 3, and PSB 16-3 Addendum 4. The page number is "Page 1 of 6" and it shows "1 - 5 of 26 results". The bottom screenshot shows the second page of results, with a green header for "Professional Services Bulletin 16-3" and a list of five items: PSB 16-3 Addendum 5, PSB 16-3 Addendum 6, PSB 16-3 Addendum 7, PSB 16-3 Addendum 8, and Certification Disclosures Forms A Guidelines V.15.2a (08/21/2015). The page number is "Page 2 of 6" and it shows "6 - 10 of 26 results". Below this, there is a section for "Previous Professional Services Bulletin Selection Results" with a list of five items: PSB 16-2 Selection Results, PSB 16-1 Selection Results, PSB 15-2 Selection Results (pdf), PSB 15-1 Selection Results, and PSB 14-3 Selection Results (pdf). The page number is "Page 1 of 7" and it shows "1 - 5 of 33 results".



4.10 FUTURE PROFESSIONAL SERVICES BULLETIN NOTIFICATIONS

To receive notification from the Illinois Tollway that a Professional Services Bulletin has been posted, please submit the following information:

PLEASE DO NOT SUBMIT WITH YOUR SOI

**If previously submitted, only resubmit if information has changed.
To unsubscribe from the PSB Notification list send an email to:**

Submit to: csstaff@getipass.com

Include the following information:

Please add this contact to receive notification from the Illinois Tollway that a Professional Services Bulletin has been posted:

Name of firm _____

E-mail address _____

Contact person (corresponding with e-mail) _____

4.11 RESERVED

4.12 PSB 21-2 EXCHANGES WITH FIRMS AFTER SOI SUBMISSION

Discussions may be held with Firms to clarify certain aspects of their SOIs.

- Discussions are limited exchanges between the Tollway and Firms that may occur during the responsiveness determination. For purpose of this PSB, such discussions shall be exchanged only between the Firm and the Designated Procurement Contact for this PSB.
- Please use the e-mail address: **csstaff@getipass.com**.
- These exchanges shall not provide an opportunity for the Firm to revise its SOI, but may only address:
 - Deficiencies
 - Errors
 - Omissions
- Responses are due to the Illinois Tollway on the due date established by the Illinois Tollway. Discussions may be initiated by the Illinois Tollway after that time. Firm's responses that are not received timely shall result in the SOI being considered nonresponsive.

Certain requirements are not open for discussion and, if not met, shall render the SOI nonresponsive:

- Late submissions, including omission of any of the four (4) required documents as stated in the PSB:
 - SOI
 - Disclosures (DS)- Forms A or Forms B
 - Exhibit F (VOSB Utilization Plan and Letter of Intent)
 - Exhibit G - Contract Participation (Current and Past DBE/VOSB /BEP Participation with the Illinois State Toll Highway Authority (ISTHA)
(For responsiveness purposes, Contract Compliance will evaluate submitted forms and documents, including but not limited to the SOI, LOI, DBE/VOSB certification(s) and Exhibit G, for completeness, accuracy and verification that all requirements of the PSB have been met.)
- Omission of State of Illinois requirements
- Inability to meet eligibility requirements as stated in 44 Ill. Admin. Code 625.70, Confirmation of Eligibility.