

# **BID PROPOSAL INSTRUCTIONS**

**ABOUT IDOT PROPOSALS:** All proposals are potential bidding proposals. Each proposal contains all certifications and affidavits, a proposal signature sheet and a proposal bid bond.

## **PREQUALIFICATION**

Any contractor who desires to become pre-qualified to bid on work advertised by IDOT must submit the properly completed pre-qualification forms to the Bureau of Construction no later than 4:30 p.m. prevailing time twenty-one days prior to the letting of interest. This pre-qualification requirement applies to first time contractors, contractors renewing expired ratings, contractors maintaining continuous pre-qualification or contractors requesting revised ratings. To be eligible to bid, existing pre-qualification ratings must be effective through the date of letting.

## **WHO CAN BID ?**

Bids will be accepted from only those companies that request and receive written Authorization to Bid from IDOT's Central Bureau of Construction.

## **REQUESTS FOR AUTHORIZATION TO BID**

Contractors wanting to bid on items included in a particular letting must submit the properly completed "Request for Authorization to Bid/or Not For Bid Status" (BDE 124) and the ORIGINAL "Affidavit of Availability" (BC 57) to the proper office no later than 4:30 p.m. prevailing time, three (3) days prior to the letting date.

## **WHAT CONSTITUTES WRITTEN AUTHORIZATION TO BID?**

When a prospective prime bidder submits a "Request for Authorization to Bid/or Not For Bid Status"(BDE 124) he/she must indicate at that time which items are being requested For Bidding purposes. Only those items requested For Bidding will be analyzed. After the request has been analyzed, the bidder will be issued an **Authorization to Bid or Not for Bid Report**, approved by the Central Bureau of Construction and the Chief Procurement Officer that indicates which items have been approved For Bidding. If **Authorization to Bid** cannot be approved, the **Authorization to Bid or Not for Bid Report** will indicate the reason for denial.

## **ABOUT AUTHORIZATION TO BID**

Firms that have not received an Authorization to Bid or Not For Bid Report within a reasonable time of complete and correct original document submittal should contact the Department as to the status. Firms unsure as to authorization status should call the Prequalification Section of the Bureau of Construction at the number listed at the end of these instructions.

## **ADDENDA AND REVISIONS**

It is the bidder's responsibility to determine which, if any, addenda or revisions pertain to any project they may be bidding. Failure to incorporate all relevant addenda or revisions may cause the bid to be declared unacceptable.

Each addendum or revision will be included with the Electronic Plans and Proposals. Addenda and revisions will also be placed on the Addendum/Revision Checklist and each subscription service subscriber will be notified by e-mail of each addendum and revision issued.

The Internet is the Department's primary way of doing business. The subscription service emails are an added courtesy the Department provides. It is suggested that bidders check IDOT's website at <http://www.idot.illinois.gov/doing-business/procurements/construction-services/construction-bulletins/transportation-bulletin/index#TransportationBulletin> before submitting final bid information.

***IDOT IS NOT RESPONSIBLE FOR ANY E-MAIL FAILURES.***

Addenda questions may be directed to the Contracts Office at (217)782-7806 or [DOT.DE-Contracts@illinois.gov](mailto:DOT.DE-Contracts@illinois.gov)

Technical questions about downloading these files may be directed to Tim Garman at (217)524-1642 or [Timothy.Garman@illinois.gov](mailto:Timothy.Garman@illinois.gov).

## **STANDARD GUIDELINES FOR SUBMITTING PAPER BIDS**

- All pages should be single sided.
- Use the Cover Page that is provided in the Bid Proposal (posted on the IDOT Web Site) as the first page of your submitted bid. It has the item number in large bold type in the upper left-hand corner and lines provided for your company name and address in the upper right-hand corner.
- Do not use report covers, presentation folders or special bindings and do not staple multiple times on left side like a book. Use only 1 staple in the upper left hand corner. Make sure all elements of your bid are stapled together including the bid bond or guaranty check (if required).
- **Do not include any certificates of eligibility, your authorization to bid, Addendum Letters or affidavit of availability.**
- Do not include the Subcontractor Documentation with your bid (pages i – iii and pages a – g). This documentation is required only if you are awarded the project.
- Use the envelope cover sheet (provided with the proposal) as the cover for the proposal envelope.
- Do not rely on overnight services to deliver your proposal prior to 10 AM on letting day. It will not be read if it is delivered after 10 AM.
- Do not submit your Substance Abuse Prevention Program (SAPP) with your bid. If you are awarded the contract this form is to be submitted to the district engineer at the pre-construction conference.

## **BID SUBMITTAL CHECKLIST**

- Cover page** (the sheet that has the item number on it) – This should be the first page of your bid proposal, **followed by your bid (the Schedule of Prices/Pay Items)**. If you are using special software or CBID to generate your schedule of prices, do not include the blank pages of the schedule of prices that came with the proposal package.
- Page 4 (Item 9)** – Check “YES” if you will use a subcontractor(s) with an annual value over \$50,000. Include the subcontractor(s) name, address, general type of work to be performed and the dollar amount. If you will use subcontractor(s) but are uncertain who or the dollar amount; check “YES” but leave the lines blank.
- After page 4** – Insert the following documents: Cost Adjustments for Steel, Bituminous and Fuel (if applicable) and the Contractor Letter of Assent (if applicable). The general rule should be, if you don’t know where it goes, put it after page 4.
- Page 10 (Paragraph J)** – Check “YES” or “NO” whether your company has any business in Iran.
- Page 10 (Paragraph K)** – (Not applicable to federally funded projects) List the name of the apprenticeship and training program sponsor holding the certificate of registration from the US Department of Labor. If no applicable program exists, please indicate the work/job category. **Do not include certificates with your bid.** Keep the certificates in your office in case they are requested by IDOT.
- Page 11 (Paragraph L)** – Your State Board of Elections certificate of registration is no longer required with your bid.
- Page 11 (Paragraph M)** – Indicate if your company has hired a lobbyist in connection with the job for which you are submitting the bid proposal.
- Page 12 (Paragraph C)** – This is a work sheet to determine if a completed Form A is required. It is not part of the form and you do not need to make copies for each completed Form A.
- Pages 14-17 (Form A)** – One Form A (4 pages) is required for each applicable person in your company. Copies of the forms can be used and only need to be changed when the information changes. The certification signature and date must be original for each letting. **Do not staple the forms together.** If you answered “NO” to all of the questions in Paragraph C (page 12), complete the first section (page 14) with your company information and then sign and date the Not Applicable statement on page 17.
- Page 18 (Form B)** - If you check “YES” to having other current or pending contracts it is acceptable to use the phrase, “See Affidavit of Availability on file”. **Ownership Certification** (at the bottom of the page) - Check N/A if the Form A(s) you submitted accounts for 100 percent of the company ownership. Check YES if any percentage of ownership falls outside of the parameters that require reporting on the Form A. Checking NO indicates that the Form A(s) you submitted is not correct and you will be required to submit a revised Form A.
- Page 20 (Workforce Projection)** – Be sure to include the Duration of the Project. It is acceptable to use the phrase “Per Contract Specifications”.

- Proposal Bid Bond** – (Insert after the proposal signature page) Submit your Proposal Bid Bond (if applicable) using the current Proposal Bid Bond form provided in the proposal package. The Power of Attorney page should be stapled to the Proposal Bid Bond. If you are using an electronic bond, include your bid bond number on the Proposal Bid Bond and attach the Proof of Insurance printed from the Surety’s Web Site.
- Disadvantaged Business Utilization Plan and/or Good Faith Effort – Do Not Submit with Bid** The bidder shall submit a Disadvantaged Business Utilization Plan on completed Department forms SBE 2025 and 2026. (1) The final Utilization Plan must be submitted within five calendar days after the date of the letting. (2) To meet the five day requirement, the bidder may send the Utilization Plan electronically by scanning and sending to [DOT.DBE.UP@illinois.gov](mailto:DOT.DBE.UP@illinois.gov) or faxing to (217) 785-1524. The subject line must include the bid Item Number and the Letting date. The Utilization Plan should be sent as one .pdf file, rather than multiple files and emails for the same Item Number. It is the responsibility of the bidder to obtain confirmation of email or fax delivery.

Alternatively, the Utilization Plan may be sent by certified mail or delivery service within the five calendar day period. If a question arises concerning the mailing date of a Utilization Plan, the mailing date will be established by the U.S. Postal Service postmark on the certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service. It is the responsibility of the bidder to ensure the postmark or receipt date is affixed within the five days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Utilization Plan is to be submitted to:

Illinois Department of Transportation  
 Bureau of Small Business Enterprises  
 Contract Compliance Section  
 2300 South Dirksen Parkway, Room 319  
 Springfield, Illinois 62764

**The Bid Letting is now available in streaming Audio/Video from the IDOT Web Site.** A link to the stream will be placed on the main page of the current letting on the day of the Letting. The stream will not begin until 10 AM.

Following the Letting, the As-Read Tabulation of Bids will be posted by the end of the day. You will find the link on the main Web page for the current letting.

**QUESTIONS: pre-letting up to execution of the contract**

Contractor pre-qualification .....	217-782-3413
Small Business, Disadvantaged Business Enterprise (DBE) .....	217-785-4611
Contracts, Bids, Letting process or Internet downloads .....	217-782-7806
Estimates Unit.....	217-785-3483
Aeronautics.....	217-785-8515
IDNR (Land Reclamation, Water Resources, Natural Resources).....	217-782-6302

**QUESTIONS: following contract execution**

Subcontractor documentation, payments .....	217-782-3413
Railroad Insurance .....	217-785-0275

# 220

RETURN WITH BID

Proposal Submitted By
Name
Address
City

Letting June 16, 2017

**NOTICE TO PROSPECTIVE BIDDERS**

This proposal can be used for bidding purposes by only those companies that request and receive written AUTHORIZATION TO BID from IDOT's Central Bureau of Construction.

**BIDDERS NEED NOT RETURN THE ENTIRE PROPOSAL**

# Notice to Bidders, Specifications, Proposal, Contract and Contract Bond



**Illinois Department  
of Transportation**

Springfield, Illinois 62764

**Contract No. 68D66  
PEORIA-KNOX Counties  
Section D4 ITS 2017  
Route FAI 74  
District 4 Construction Funds**

PLEASE MARK THE APPROPRIATE BOX BELOW:

- A Bid Bond is included.
- A Cashier's Check or a Certified Check is included.
- An Annual Bid Bond is included or is on file with IDOT.

Prepared by

S

Checked by

(Printed by authority of the State of Illinois)

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RETURN WITH BID



PROPOSAL

TO THE DEPARTMENT OF TRANSPORTATION

1. Proposal of \_\_\_\_\_

\_\_\_\_\_  
Taxpayer Identification Number (Mandatory) \_\_\_\_\_

For the improvement identified and advertised for bids in the Invitation for Bids as:

**Contract No. 68D66  
PEORIA-KNOX Counties  
Section D4 ITS 2017  
Route FAI 74  
District 4 Construction Funds**

**Installation of CCTV cameras, ITS equipment cabinets, camera poles, communication vaults, and other hardware and software for D4 ATMS (Advanced Traffic Management Software) in Peoria and Knox Counties.**

2. The undersigned bidder will furnish all labor, material and equipment to complete the above described project in a good and workmanlike manner as provided in the contract documents provided by the Department of Transportation. This proposal will become part of the contract and the terms and conditions contained in the contract documents will govern performance and payments.

**RETURN WITH BID**

- 3. **ASSURANCE OF EXAMINATION AND INSPECTION/WAIVER.** The undersigned bidder further declares that he/she has carefully examined the proposal, plans, specifications, addenda, form of contract and contract bond, and special provisions, and that he/she has inspected in detail the site of the proposed work, and that he/she has familiarized themselves with all of the local conditions affecting the contract and the detailed requirements of construction, and understands that in making this bid proposal he/she waives all right to plead any misunderstanding regarding the same.
- 4. **EXECUTION OF CONTRACT AND CONTRACT BOND.** The undersigned bidder further agrees to execute a contract for this work and present the same to the department within fifteen (15) days after the contract has been mailed to him/her. The undersigned further agrees that he/she and his/her surety will execute and present within fifteen (15) days after the contract has been mailed to him/her contract bond satisfactory to and in the form prescribed by the Department of Transportation, in the penal sum of the full amount of the contract, or as specified in the special provisions, guaranteeing the faithful performance of the work in accordance with the terms of the contract.
- 5. **PROPOSAL GUARANTY.** Accompanying this proposal is either a bid bond on the department form, executed by a corporate surety company satisfactory to the department, or a proposal guaranty check consisting of a bank cashier's check or a properly certified check for not less than 5 per cent of the amount bid or for the amount specified in the following schedule:

<u>Amount of Bid</u>		<u>Proposal Guaranty</u>	<u>Amount of Bid</u>		<u>Proposal Guaranty</u>	
Up to	\$5,000	\$150	\$2,000,000	to	\$3,000,000	\$100,000
\$5,000	to	\$10,000	\$3,000,000	to	\$5,000,000	\$150,000
\$10,000	to	\$50,000	\$5,000,000	to	\$7,500,000	\$250,000
\$50,000	to	\$100,000	\$7,500,000	to	\$10,000,000	\$400,000
\$100,000	to	\$150,000	\$10,000,000	to	\$15,000,000	\$500,000
\$150,000	to	\$250,000	\$15,000,000	to	\$20,000,000	\$600,000
\$250,000	to	\$500,000	\$20,000,000	to	\$25,000,000	\$700,000
\$500,000	to	\$1,000,000	\$25,000,000	to	\$30,000,000	\$800,000
\$1,000,000	to	\$1,500,000	\$30,000,000	to	\$35,000,000	\$900,000
\$1,500,000	to	\$2,000,000	over		\$35,000,000	\$1,000,000

Bank cashier's checks or properly certified checks accompanying bid proposals will be made payable to the Treasurer, State of Illinois.

If a combination bid is submitted, the proposal guaranties which accompany the individual bid proposals making up the combination will be considered as also covering the combination bid.

The amount of the proposal guaranty check is \_\_\_\_\_ \$(\_\_\_\_\_). If this proposal is accepted and the undersigned will fail to execute a contract bond as required herein, it is hereby agreed that the amount of the proposal guaranty will become the property of the State of Illinois, and shall be considered as payment of damages due to delay and other causes suffered by the State because of the failure to execute said contract and contract bond; otherwise, the bid bond will become void or the proposal guaranty check will be returned to the undersigned.

<b>Attach Cashier's Check or Certified Check Here</b>	
In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual proposal. If the guaranty check is placed in another bid proposal, state below where it may be found.	
The proposal guaranty check will be found in the bid proposal for:	Item _____
	Section No. _____
	County _____

Mark the proposal cover sheet as to the type of proposal guaranty submitted.

**RETURN WITH BID**

6. **COMBINATION BIDS.** The undersigned bidder further agrees that if awarded the contract for the sections contained in the following combination, he/she will perform the work in accordance with the requirements of each individual contract comprising the combination bid specified in the schedule below, and that the combination bid shall be prorated against each section in proportion to the bid submitted for the same. If an error is found to exist in the gross sum bid for one or more of the individual sections included in a combination, the combination bid shall be corrected as provided in the specifications.

**When a combination bid is submitted, the schedule below must be completed in each proposal comprising the combination.**

**If alternate bids are submitted for one or more of the sections comprising the combination, a combination bid must be submitted for each alternate.**

**Schedule of Combination Bids**

Combination No.	Sections Included in Combination	Combination Bid	
		Dollars	Cents

7. **SCHEDULE OF PRICES.** The undersigned bidder submits herewith, in accordance with the rules and instructions, a schedule of prices for the items of work for which bids are sought. The unit prices bid are in U.S. dollars and cents, and all extensions and summations have been made. The bidder understands that the quantities appearing in the bid schedule are approximate and are provided for the purpose of obtaining a gross sum for the comparison of bids. If there is an error in the extension of the unit prices, the unit prices will govern. Payment to the contractor awarded the contract will be made only for actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as provided elsewhere in the contract.
8. **AUTHORITY TO DO BUSINESS IN ILLINOIS.** Section 20-43 of the Illinois Procurement Code (the Code) (30 ILCS 500/20-43) provides that a person (other than an individual acting as a sole proprietor) must be a legal entity authorized to transact business or conduct affairs in the State of Illinois prior to submitting the bid.
9. **EXECUTION OF CONTRACT:** The Department of Transportation will, in accordance with the rules governing Department procurements, execute the contract and shall be the sole entity having the authority to accept performance and make payments under the contract. Execution of the contract by the Chief Procurement Officer (CPO) or the State Purchasing Officer (SPO) is for approval of the procurement process and execution of the contract by the Department. Neither the CPO nor the SPO shall be responsible for administration of the contract or determinations respecting performance or payment there under except as otherwise permitted in the Code.

10. **The services of a subcontractor will be used.**

Check box Yes   
 Check box No

For known subcontractors with subcontracts with an annual value of more than \$50,000, the contract shall include their name, address, general type of work to be performed, and the dollar allocation for each subcontractor.  
 (30 ILCS 500/20-120)

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ILLINOIS DEPARTMENT OF TRANSPORTATION  
 SCHEDULE OF PRICES  
 CONTRACT  
 NUMBER -

68D66

State Job # - C-94-062-17

Project Number

Route

County Name - KNOX- PEORIA-

FAI 74

Code - 95 - 143 -

District - 4 - 4 -

Section Number - D4 ITS 2017

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
X0324597	CCTV CABINET	EACH	10.000				
X0324603	CB 1P 20A/120V EX CAB	EACH	9.000				
X0326248	ATMS SOFTWARE CORE	L SUM	1.000				
X0326255	APPLICATION SERVER	EACH	1.000				
X0326256	WEB SERVER	EACH	2.000				
X0326258	NETWORK SECURITY APPL	EACH	1.000				
X0326812	CAT 5 ETHERNET CABLE	FOOT	956.500				
X0326905	CCTV DOME CAM IP BASE	EACH	13.000				
X0327739	MISC ELECTRICAL WORK	L SUM	1.000				
X7010216	TRAF CONT & PROT SPL	L SUM	1.000				
X8110454	CON AT ST 1 SS	FOOT	72.000				
X8130110	JUNCTION BOX SPL	EACH	9.000				
X8140102	GROUND EX HANDHOLE	EACH	1.000				
X8620200	UNINTER POWER SUP SPL	EACH	11.000				
X8710030	FIB OPT CBL 48F SM	FOOT	10,356.000				

ILLINOIS DEPARTMENT OF TRANSPORTATION  
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 CONTRACT  
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FAI 74

Code - 95 - 143 -

District - 4 - 4 -

Section Number - D4 ITS 2017

Item Number	Pay Item Description	Unit of Measure	Quantity	x	Unit Price	=	Total Price
X8710036	FIB OPT CBL 12F SM	FOOT	4,950.000				
X8710050	FO ETN DROP REPEAT SW	EACH	15.000				
Z0033052	COMMUNICATIONS VAULT	EACH	15.000				
67100100	MOBILIZATION	L SUM	1.000				
81028340	UNDRGRD C PVC 1 1/2	FOOT	4,540.000				
81028350	UNDRGRD C PVC 2	FOOT	9,230.000				
81300550	JUN BX SS AS 12X12X6	EACH	2.000				
81300948	JUN BX SS AS 24X24X10	EACH	2.000				
81603040	UD 2#6 #8G XLP USE 1	FOOT	3,204.000				
81702130	EC C XLP USE 1C 6	FOOT	6,922.500				
83060830	LT P GS 45MH TEN MT	EACH	7.000				
83800650	BKWY DEV COU SS SCRN	EACH	4.000				
87900200	DRILL EX HANDHOLE	EACH	12.000				

**CONTRACT NUMBER**

**68D66**

**THIS IS THE TOTAL BID**

**\$ \_\_\_\_\_**

**NOTES:**

1. Each PAY ITEM should have a UNIT PRICE and a TOTAL PRICE.
2. The UNIT PRICE shall govern if no TOTAL PRICE is shown or if there is a discrepancy between the product of the UNIT PRICE multiplied by the QUANTITY.
3. If a UNIT PRICE is omitted, the TOTAL PRICE will be divided by the QUANTITY in order to establish a UNIT PRICE.
4. A bid may be declared UNACCEPTABLE if neither a unit price nor a total price is shown.

## RETURN WITH BID

### **STATE REQUIRED ETHICAL STANDARDS GOVERNING CONTRACT PROCUREMENT: ASSURANCES, CERTIFICATIONS AND DISCLOSURES**

#### I. GENERAL

A. Article 50 of the Code establishes the duty of all State CPOs, SPOs, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.

B. In order to comply with the provisions of Article 50 and to carry out the duty established therein, all bidders are to adhere to ethical standards established for the procurement process, and to make such assurances, disclosures and certifications required by law. Except as otherwise required in subsection III, paragraphs J-M, by execution of the Proposal Signature Sheet, the bidder indicates that each of the mandated assurances have been read and understood, that each certification is made and understood, and that each disclosure requirement has been understood and completed.

C. In addition to all other remedies provided by law, failure to comply with any assurance, failure to make any disclosure or the making of a false certification shall be grounds for the CPO to void the contract, and may result in the suspension or debarment of the bidder or subcontractor. If a false certification is made by a subcontractor the contractor's submitted bid and the executed contract may not be declared void unless the contractor refuses to terminate the subcontract upon the State's request after a finding that the subcontractor's certification was false.

I acknowledge, understand and accept these terms and conditions.

#### II. ASSURANCES

The assurances hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

##### A. **Conflicts of Interest**

Section 50-13. Conflicts of Interest.

(a) Prohibition. It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices or agencies of state government and who receives compensation for such employment in excess of 60% of the salary of the Governor of the State of Illinois, or who is an officer or employee of the Capital Development Board or the Illinois State Toll Highway Authority, or who is the spouse or minor child of any such person to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper, or any services, materials, or supplies, that will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Capital Development Board or the Illinois State Toll Highway Authority.

(b) Interests. It is unlawful for any firm, partnership, association or corporation, in which any person listed in subsection (a) is entitled to receive (i) more than 7 1/2% of the total distributable income or (ii) an amount in excess of the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.

(c) Combined interests. It is unlawful for any firm, partnership, association, or corporation, in which any person listed in subsection (a) together with his or her spouse or minor children is entitled to receive (i) more than 15%, in the aggregate, of the total distributable income or (ii) an amount in excess of 2 times the salary of the Governor, to have or acquire any such contract or direct pecuniary interest therein.

(d) Securities. Nothing in this Section invalidates the provisions of any bond or other security previously offered or to be offered for sale or sold by or for the State of Illinois.

(e) Prior interests. This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his or her spouse, minor child or any combination of those persons if that contract was in existence before his or her election or employment as an officer, member, or employee. The contract is voidable, however, if it cannot be completed within 365 calendar days after the officer, member, or employee takes office or is employed. The current salary of the Governor is \$177,412.00. Sixty percent of the salary is \$106,447.20.

## RETURN WITH BID

The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-13, or that an effective exemption has been issued by the Board of Ethics to any individual subject to the Section 50-13 prohibitions pursuant to the provisions of Section 50-20 of the Code. Information concerning the exemption process is available from the Department upon request.

### **B. Negotiations**

Section 50-15. Negotiations.

It is unlawful for any person employed in or on a continual contractual relationship with any of the offices or agencies of State government to participate in contract negotiations on behalf of that office or agency with any firm, partnership, association, or corporation with whom that person has a contract for future employment or is negotiating concerning possible future employment.

The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-15, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

### **C. Inducements**

Section 50-25. Inducement.

Any person who offers or pays any money or other valuable thing to any person to induce him or her not to provide a submission to a vendor portal or to bid for a State contract or as recompense for not having bid on a State contract is guilty of a Class 4 felony. Any person who accepts any money or other valuable thing for not bidding for a State contract, not making a submission to a vendor portal, or who withholds a bid or submission to a vendor portal in consideration of the promise for the payment of money or other valuable thing is guilty of a Class 4 felony.

The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-25, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

### **D. Revolving Door Prohibition**

Section 50-30. Revolving door prohibition.

CPOs, SPOs, procurement compliance monitors, their designees whose principal duties are directly related to State procurement, and executive officers confirmed by the Senate are expressly prohibited for a period of 2 years after terminating an affected position from engaging in any procurement activity relating to the State agency most recently employing them in an affected position for a period of at least 6 months. The prohibition includes, but is not limited to: lobbying the procurement process; specifying; bidding; proposing bid, proposal, or contract documents; on their own behalf or on behalf of any firm, partnership, association, or corporation. This Section applies only to persons who terminate an affected position on or after January 15, 1999.

The bidder assures the Department that the award and execution of the contract would not cause a violation of Section 50-30, and that the bidder has no knowledge of any facts relevant to the kinds of acts prohibited therein.

### **E. Reporting Anticompetitive Practices**

Section 50-40. Reporting anticompetitive practices.

When, for any reason, any vendor, bidder, contractor, CPO, SPO, designee, elected official, or State employee suspects collusion or other anticompetitive practice among any bidders, offerors, contractors, proposers, or employees of the State, a notice of the relevant facts shall be transmitted to the Attorney General and the CPO.

The bidder assures the Department that it has not failed to report any relevant facts concerning the practices addressed in Section 50-40 which may involve the contract for which the bid or submission to a vendor portal is submitted.

### **F. Confidentiality**

Section 50-45. Confidentiality.

Any CPO, SPO, designee, or executive officer who willfully uses or allows the use of specifications, competitive bid documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement, bidding, or contract process shall be subject to immediate dismissal, regardless of the Personnel code, any contract, or any collective bargaining agreement, and may in addition be subject to criminal prosecution.

The bidder assures the Department that it has no knowledge of any fact relevant to the practices addressed in Section 50-45 which may involve the contract for which the bid is submitted.

## RETURN WITH BID

### G. Insider Information

Section 50-50. Insider information.

It is unlawful for any current or former elected or appointed State official or State employee to knowingly use confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person.

The bidder assures the Department that it has no knowledge of any facts relevant to the practices addressed in Section 50-50 which may involve the contract for which the bid is submitted.

I acknowledge, understand and accept these terms and conditions for the above assurances.

### III. CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. Section 50-2 of the Code provides that every person that has entered into a multi-year contract and every subcontractor with a multi-year subcontract shall certify, by July 1 of each fiscal year covered by the contract after the initial fiscal year, to the responsible CPO whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subcontractor that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

#### A. Bribery

Section 50-5. Bribery.

(a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:

(1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or

(2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

(b) Businesses. No business shall be barred from contracting with any unit of State or local government, or subcontracting under such a contract, as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:

(1) the business has been finally adjudicated not guilty; or

(2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract which the subcontract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 2012.

(c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

(d) Certification. Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50-5.

#### B. Felons

Section 50-10. Felons.

(a) Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any State agency, or enter into a subcontract, from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

(b) Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Code and every vendor's submission to a vendor portal shall contain a certification by the bidder or contractor or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any of the certifications required by this Section are false.

## RETURN WITH BID

### **C. Debt Delinquency**

Section 50-11 and 50-12. Debt Delinquency.

The contractor or bidder or subcontractor, respectively, certifies that it, or any affiliate, is not barred from being awarded a contract or subcontract under the Code. Section 50-11 prohibits a person from entering into a contract with a State agency, or entering into a subcontract, 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 a State agency, or entering into a subcontract, 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 bidder or contractor or subcontractor, respectively, further acknowledges that the CPO may declare the related contract void if this certification is false or if the bidder, contractor, or subcontractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

### **D. Prohibited Bidders, Contractors and Subcontractors**

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subcontractors.

The bidder or contractor or subcontractor, respectively, certifies in accordance with Section 50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

### **E. Section 42 of the Environmental Protection Act**

Section 50-14 Environmental Protection Act violations.

The bidder or contractor or subcontractor, respectively, certifies in accordance with Section 50-14 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Code by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The bidder or contractor or subcontractor, respectively, acknowledges that the CPO may declare the contract void if this certification is false.

### **F. Educational Loan**

Section 3 of the Educational Loan Default Act, 5 ILCS 385/3.

Pursuant to the Educational Loan Default Act no State agency shall contract with an individual for goods or services if that individual is in default on an educational loan.

The bidder, if an individual as opposed to a corporation, partnership or other form of business organization, certifies that the bidder is not in default on an educational loan as provided in Section 3 of the Act.

### **G. Bid-Rigging/Bid Rotating**

Section 33E-11 of the Criminal Code of 2012, 720 ILCS 5/33E-11.:

(a) Every bid submitted to and public contract executed pursuant to such bid by the State or a unit of local government shall contain a certification by the prime contractor that the prime contractor is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of this Article

(b) A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

The bidder certifies that it is not barred from contracting with the Department by reason of a violation of either Section 33E-3 or Section 33E-4.

## RETURN WITH BID

### **H. International Anti-Boycott**

Section 5 of the International Anti-Boycott Certification Act provides every contract entered into by the State of Illinois for the manufacture, furnishing, or purchasing of supplies, material, or equipment or for the furnishing of work, labor, or services, in an amount exceeding the threshold for small purchases according to the purchasing laws of this State or \$10,000.00, whichever is less, shall contain certification, as a material condition of the contract, by which the contractor agrees that neither the contractor nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

The bidder makes the certification set forth in Section 5 of the Act.

### **I. Drug Free Workplace**

The Illinois "Drug Free Workplace Act" applies to this contract and it is necessary to comply with the provisions of the "Act" if the contractor is a corporation, partnership, or other entity (including a sole proprietorship) which has 25 or more employees.

The bidder certifies that if awarded a contract in excess of \$5,000 it will provide a drug free workplace in compliance with the provisions of the Act.

### **J. Disclosure of Business Operations in Iran**

Section 50-36 of the Code provides that each bid, offer, or proposal submitted for a State contract shall include a disclosure of whether or not the Company acting as the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran, or companies involved in consortiums or projects commissioned by the Government of Iran and either of the following conditions apply:

- (1) More than 10% of the Company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the Company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral-extraction products or services to the Government of Iran or a project or consortium created exclusively by that government; and the Company has failed to take substantial action.
- (2) The Company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12-month period, which directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

The terms "Business operations", "Company", "Mineral-extraction activities", "Oil-related activities", "Petroleum resources", and "Substantial action" are all defined in the Code.

Failure to make the disclosure required by the Code may cause the bid, offer or proposal to be considered not responsive. The disclosure will be considered when evaluating the bid or awarding the contract. The name of each Company disclosed as doing business or having done business in Iran will be provided to the State Comptroller.

Check the appropriate statement:

Company has no business operations in Iran to disclose.

Company has business operations in Iran as disclosed on the attached document.



**RETURN WITH BID**

**K. Apprenticeship and Training Certification (Does not apply to federal aid projects)**

In accordance with the provisions of Section 30-22 (6) of the Code, the bidder certifies that it is a participant, either as an individual or as part of a group program, in the approved apprenticeship and training programs applicable to each type of work or craft that the bidder will perform with its own forces. The bidder further certifies for work that will be performed by subcontract that each of its subcontractors submitted for approval either (a) is, at the time of such bid, participating in an approved, applicable apprenticeship and training program; or (b) will, prior to commencement of performance of work pursuant to this contract, begin participation in an approved apprenticeship and training program applicable to the work of the subcontract. The Department, at any time before or after award, may require the production of a copy of each applicable Certificate of Registration issued by the United States Department of Labor evidencing such participation by the contractor and any or all of its subcontractors. Applicable apprenticeship and training programs are those that have been approved and registered with the United States Department of Labor. The bidder shall list in the space below, the official name of the program sponsor holding the Certificate of Registration for all of the types of work or crafts in which the bidder is a participant and that will be performed with the bidder's forces. Types of work or craft work that will be subcontracted shall be included and listed as subcontract work. The list shall also indicate any type of work or craft job category that does not have an applicable apprenticeship or training program. **The bidder is responsible for making a complete report and shall make certain that each type of work or craft job category that will be utilized on the project as reported on the Construction Employee Workforce Projection (Form BC-1256) and returned with the bid is accounted for and listed.**

Additionally, Section 30-22 of the Code requires that the bidder certify that an Illinois office be maintained as the primary place of employment for persons employed for this contract.

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The requirements of these certifications and disclosures are a material part of the contract, and the contractor shall require these certification provisions to be included in all approved subcontracts. In order to fulfill this requirement, it shall not be necessary that an applicable program sponsor be currently taking, or that it will take applications for apprenticeship, training or employment during the performance of the work of this contract.

**TO BE RETURNED WITH BID**

**L. Political Contributions and Registration with the State Board of Elections**

Sections 20-160 and 50-37 of the Code regulate political contributions from business entities and any affiliated entities or affiliated persons bidding on or contracting with the state. Generally under Section 50-37, any business entity, and any affiliated entity or affiliated person of the business entity, whose current year contracts with all state agencies exceed an awarded value of \$50,000, are prohibited from making any contributions to any political committees established to promote the candidacy of the officeholder responsible for the awarding of the contracts or any other declared candidate for that office for the duration of the term of office of the incumbent officeholder or a period 2 years after the termination of the contract, whichever is longer. Any business entity and affiliated entities or affiliated persons whose state contracts in the current year do not exceed an awarded value of \$50,000, but whose aggregate pending bids and proposals on state contracts exceed \$50,000, either alone or in combination with contracts not exceeding \$50,000, are prohibited from making any political contributions to any political committee established to promote the candidacy of the officeholder responsible for awarding the pending contract during the period beginning on the date the invitation for bids or request for proposals or any other procurement opportunity is issued and ending on the day after the date of award or selection if the entity was not awarded or selected. Section 20-160 requires certification of registration of affected business entities in accordance with procedures found in Section 9-35 of The Election Code.

By submission of a bid, the contractor business entity acknowledges and agrees that it has read and understands Sections 20-160 and 50-37 of the Code, and that it makes the following certification:

**The undersigned bidder certifies that it has registered as a business with the State Board of Elections and acknowledges a continuing duty to update the registration in accordance with the above referenced statutes. If the business entity is required to register, the CPO shall verify that it is in compliance on the date the bid or proposal is due. The CPO shall not accept a bid or proposal if the business entity is not in compliance with the registration requirements.**

These requirements and compliance with the above referenced statutory sections are a material part of the contract, and any breach thereof shall be cause to void the contract under Section 50-60 of the Code. This provision does not apply to Federal-aid contracts.

**M. Lobbyist Disclosure**

Section 50-38 of the Code requires that any bidder or offeror on a State contract that hires a person required to register under the Lobbyist Registration Act to assist in obtaining a contract shall:

- (i) Disclose all costs, fees, compensation, reimbursements, and other remunerations paid or to be paid to the lobbyist related to the contract,
- (ii) Not bill or otherwise cause the State of Illinois to pay for any of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration, and
- (iii) Sign a verification certifying that none of the lobbyist's costs, fees, compensation, reimbursements, or other remuneration were billed to the State.

This information, along with all supporting documents, shall be filed with the agency awarding the contract and with the Secretary of State. The CPO shall post this information, together with the contract award notice, in the online Procurement Bulletin.

Pursuant to Subsection (c) of this Section, no person or entity shall retain a person or entity to attempt to influence the outcome of a procurement decision made under the Code for compensation contingent in whole or in part upon the decision or procurement. Any person who violates this subsection is guilty of a business offense and shall be fined not more than \$10,000.

Bidder acknowledges that it is required to disclose the hiring of any person required to register pursuant to the Illinois Lobbyist Registration Act (25 ILCS 170) in connection with this contract.

Bidder has not hired any person required to register pursuant to the Illinois Lobbyist Registration Act in connection with this contract.

Or

Bidder has hired the following persons required to register pursuant to the Illinois Lobbyist Registration Act in connection with the contract:

Name and address of person: \_\_\_\_\_  
All costs, fees, compensation, reimbursements and other remuneration paid to said person: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I acknowledge, understand and accept these terms and conditions for the above certifications.

## RETURN WITH BID

### IV. DISCLOSURES

- A. The disclosures hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder. The bidder further certifies that the Department has received the disclosure forms for each bid.

The CPO may void the bid, or contract, respectively, if it is later determined that the bidder or subcontractor rendered a false or erroneous disclosure. A contractor or subcontractor may be suspended or debarred for violations of the Code. Furthermore, the CPO may void the contract and the surety providing the performance bond shall be responsible for completion of the contract.

### B. Financial Interests and Conflicts of Interest

1. Section 50-35 of the Code provides that all bids of more than \$50,000 and all submissions to a vendor portal shall be accompanied by disclosure of the financial interests of the bidder. This disclosed information for the successful bidder, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act, filed with the Procurement Policy Board, and shall be incorporated as a material term of the contract. Furthermore, pursuant to Section 5-5, the Procurement Policy Board may review a proposal, bid, or contract and issue a recommendation to void a contract or reject a proposal or bid based on any violation of the Code or the existence of a conflict of interest as provided in subsections (b) and (d) of Section 50-35.

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the bidding entity or its parent entity, whichever is less, unless the contractor or bidder is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each individual making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each individual making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

**The current annual salary of the Governor is \$177,412.00**

In addition, all disclosures shall indicate any other current or pending contracts, proposals, leases, or other ongoing procurement relationships the bidding entity has with any other unit of state government and shall clearly identify the unit and the contract, proposal, lease, or other relationship.

2. Disclosure Forms. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. A separate Disclosure Form A must be submitted with the bid for each individual meeting the above requirements. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies and a total ownership certification. **The forms must be included with each bid.**

### C. Disclosure Form Instructions

#### Form A Instructions for Financial Information & Potential Conflicts of Interest

If the bidder is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a bidder is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any person or entity holding any ownership share that is in excess of 5%. If a bidder is not subject to Federal 10K reporting, the bidder must determine if any individuals are required by law to complete a financial disclosure form. To do this, the bidder should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on Form A must be signed and dated by an individual that is authorized to execute contracts for the bidding company. Note: These questions are for assistance only and are not required to be completed.

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES \_\_\_ NO \_\_\_
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than 60% of the annual salary of the Governor? YES \_\_\_ NO \_\_\_
3. Does anyone in your organization receive more than 60% of the annual salary of the Governor of the bidding entity's or parent entity's distributive income? YES \_\_\_ NO \_\_\_

(Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)

4. Does anyone in your organization receive greater than 5% of the bidding entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES \_\_\_ NO \_\_\_

(Note: Only one set of forms needs to be completed per individual per bid even if a specific individual would require a yes answer to more than one question.)

A "YES" answer to any of these questions requires the completion of Form A. The bidder must determine each individual in the bidding entity or the bidding entity's parent company that would cause the questions to be answered "Yes". Each form must be signed and dated by an individual that is authorized to execute contracts for your organization. The individual signing can be, but does not have to be, the individual for which the form is being completed. The bidder is responsible for the accuracy of any information provided.

If the answer to each of the above questions is "NO", then the NOT APPLICABLE STATEMENT of Form A must be signed and dated by an individual that is authorized to execute contracts for your company.

## RETURN WITH BID

### **Form B: Instructions for Identifying Other Contracts & Procurement Related Information**

Disclosure Form B must be completed for each bid submitted by the bidding entity. *Note: Checking the NOT APPLICABLE STATEMENT on Form A does not allow the bidder to ignore Form B. Form B must be completed, checked, and dated or the bidder may be considered nonresponsive and the bid will not be accepted.*

The Bidder shall identify, by checking Yes or No on Form B, whether it has any pending contracts (including leases), bids, proposals, or other ongoing procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the bidder only needs to complete the check box on the bottom of Form B. If "Yes" is checked, the bidder must do one of the following:

Option I: If the bidder did not submit an Affidavit of Availability to obtain authorization to bid, the bidder must list all non-IDOT State of Illinois agency pending contracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an attached sheet(s). Do not include IDOT contracts. Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts and are not to be included. Contracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development Board must be included. Bidders who submit Affidavits of Availability are suggested to use Option II.

Option II: If the bidder is required and has submitted an Affidavit of Availability in order to obtain authorization to bid, the bidder may write or type "See Affidavit of Availability" which indicates that the Affidavit of Availability is incorporated by reference and includes all non-IDOT State of Illinois agency pending contracts, leases, bids, proposals, and other ongoing procurement relationships. For any contracts that are not covered by the Affidavit of Availability, the bidder must identify them on Form B or on an attached sheet(s). These might be such things as leases.

**ILLINOIS DEPARTMENT  
OF TRANSPORTATION**

**Form A  
Financial Information &  
Potential Conflicts of Interest  
Disclosure**

Contractor Name		
Legal Address		
City, State, Zip		
Telephone Number	Email Address	Fax Number (if available)

Disclosure of the information contained in this Form is required by Section 50-35 of the Code (30 ILCS 500). Vendors desiring to enter into a contract with the State of Illinois must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form. This information shall become part of the publicly available contract file. This Form A must be completed for bids in excess of \$50,000, and for all open-ended contracts. **A publicly traded company may submit a 10K disclosure (or equivalent if applicable) in satisfaction of the requirements set forth in Form A. See Disclosure Form Instructions.**

*The current annual salary of the Governor is \$177,412.00.*

**DISCLOSURE OF FINANCIAL INFORMATION**

**1. Disclosure of Financial Information.** The individual named below has an interest in the BIDDER (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than 60% of the annual salary of the Governor. **(Make copies of this form as necessary and attach a separate Disclosure Form A for each individual meeting these requirements)**

<b>FOR INDIVIDUAL (type or print information)</b>	
<b>NAME:</b>	_____
<b>ADDRESS</b>	_____
<b>Type of ownership/distributable income share:</b>	
stock _____ sole proprietorship _____ Partnership _____ other: (explain on separate sheet):	
% or \$ value of ownership/distributable income share:	_____

**2. Disclosure of Potential Conflicts of Interest.** Check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If the answer to any question is "Yes", please attach additional pages and describe.

- (a) State employment, currently or in the previous 3 years, including contractual employment of services. Yes \_\_\_ No \_\_\_

If your answer is yes, please answer each of the following questions.

- Are you currently an officer or employee of either the Capitol Development Board or the Illinois State Toll Highway Authority? Yes \_\_\_ No \_\_\_
- Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, provide the name the State agency for which you are employed and your annual salary. \_\_\_\_\_

## RETURN WITH BID

3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor?  
Yes \_\_\_ No \_\_\_

4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor?  
Yes \_\_\_ No \_\_\_

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(b) State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.

Yes \_\_\_ No \_\_\_

If your answer is yes, please answer each of the following questions.

1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois State Toll Highway Authority?  
Yes \_\_\_ No \_\_\_

2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of your spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. \_\_\_\_\_  
\_\_\_\_\_

3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor?  
Yes \_\_\_ No \_\_\_

4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor?  
Yes \_\_\_ No \_\_\_

---

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.  
Yes \_\_\_ No \_\_\_

---

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.  
Yes \_\_\_ No \_\_\_

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(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years.  
Yes \_\_\_ No \_\_\_

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(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.  
Yes \_\_\_ No \_\_\_

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(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.  
Yes \_\_\_ No \_\_\_

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**RETURN WITH BID**

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes \_\_\_ No \_\_\_

(i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes \_\_\_ No \_\_\_

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes \_\_\_ No \_\_\_

**3. Communication Disclosure.**

Disclose the name and address of each lobbyist and other agent of the bidder or offeror who is not identified in Section 2 of this form, who is has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the contract. If no person is identified, enter "None" on the line below:

Name and address of person(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RETURN WITH BID**

**4. Suspension or Debarment Disclosure.** For each of the persons identified under Sections 2 and 3 of this form, disclose whether any of the following has occurred within the previous 10 years: suspension or debarment from contracting with any governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract. If no person is identified, enter "None" on the line below:

Name of person(s): \_\_\_\_\_

Nature of disclosure: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**APPLICABLE STATEMENT**

**This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Under penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of my knowledge.**

Completed by:  \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Individual or Authorized Representative

**NOT APPLICABLE STATEMENT**

**Under penalty of perjury, I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A.**

**This Disclosure Form A is submitted on behalf of the CONTRACTOR listed on the previous page.**

\_\_\_\_\_ Date \_\_\_\_\_  
Signature of Authorized Representative

**The bidder has a continuing obligation to supplement these disclosures under Sec. 50-35 of the Code.**



RETURN WITH BID

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B Other Contracts & Financial Related Information Disclosure

Contractor Name, Legal Address, City, State, Zip, Telephone Number, Email Address, Fax Number (if available)

Disclosure of the information contained in this Form is required by Section 50-35 of the Code (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for all bids.

DISCLOSURE OF OTHER CONTRACTS AND PROCUREMENT RELATED INFORMATION

- 1. Identifying Other Contracts & Procurement Related Information. The BIDDER shall identify whether it has any pending contracts... 2. If "Yes" is checked. Identify each such relationship by showing State of Illinois agency name and other descriptive information...

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature of Authorized Representative, Date

OWNERSHIP CERTIFICATION

Please certify that the following statement is true if the individuals for all submitted Form A disclosures do not total 100% of ownership.

Any remaining ownership interest is held by individuals receiving less than \$106,447.20 of the bidding entity's or parent entity's distributive income or holding less than a 5% ownership interest.

- Yes No N/A (Form A disclosure(s) established 100% ownership)

## **RETURN WITH BID**

### **SPECIAL NOTICE TO CONTRACTORS**

The following requirements of the Illinois Human Rights Act (775 ILCS 5/et seq), and applicable administrative rules apply:

#### **CONSTRUCTION EMPLOYEE UTILIZATION PROJECTION**

- (a) All bidders on construction contracts shall complete and submit, along with and as part of their bids, a Bidder's Employee Utilization Form (Form BC-1256) setting forth a projection and breakdown of the total workforce intended to be hired and/or allocated to such contract work by the bidder including a projection of minority and female employee utilization in all job classifications on the contract project.
- (b) The Department of Transportation shall review the Employee Utilization Form, and workforce projections contained therein, of the contract awardee to determine if such projections reflect an underutilization of minority persons and/or women in any job classification in accordance with the Equal Employment Opportunity Clause and Title 44, Illinois Administrative Code, Section 750.120. If it is determined that the contract awardee's projections reflect an underutilization of minority persons and/or women in any job classification, it shall be advised in writing of the manner in which it is underutilizing and such awardee shall be considered to be in breach of the contract unless, prior to commencement of work on the contract project, it submits revised satisfactory projections or an acceptable written affirmative action plan to correct such underutilization including a specific timetable geared to the completion stages of the contract.
- (c) The Department of Transportation shall provide to the Department of Human Rights a copy of the contract awardee's Employee Utilization Form, a copy of any required written affirmative action plan, and any written correspondence related thereto. The Department of Human Rights may review and revise any action taken by the Department of Transportation with respect to these requirements.



**RETURN WITH BID**

**Contract No. 68D66  
PEORIA-KNOX Counties  
Section D4 ITS 2017  
Route FAI 74  
District 4 Construction Funds**

**PART II. WORKFORCE PROJECTION - continued**

- B. Included in "Total Employees" under Table A is the total number of **new hires** that would be employed in the event the undersigned bidder is awarded this contract.

The undersigned bidder projects that: (number) \_\_\_\_\_ new hires would be recruited from the area in which the contract project is located; and/or (number) \_\_\_\_\_ new hires would be recruited from the area in which the bidder's principal office or base of operation is located.

- C. Included in "Total Employees" under Table A is a projection of numbers of persons to be employed directly by the undersigned bidder as well as a projection of numbers of persons to be employed by subcontractors.

The undersigned bidder estimates that (number) \_\_\_\_\_ persons will be directly employed by the prime contractor and that (number) \_\_\_\_\_ persons will be employed by subcontractors.

**PART III. AFFIRMATIVE ACTION PLAN**

- A. The undersigned bidder understands and agrees that in the event the foregoing minority and female employee utilization projection included under **PART II** is determined to be an underutilization of minority persons or women in any job category, and in the event that the undersigned bidder is awarded this contract, he/she will, prior to commencement of work, develop and submit a written Affirmative Action Plan including a specific timetable (geared to the completion stages of the contract) whereby deficiencies in minority and/or female employee utilization are corrected. Such Affirmative Action Plan will be subject to approval by the contracting agency and the **Illinois Department of Human Rights**.
- B. The undersigned bidder understands and agrees that the minority and female employee utilization projection submitted herein, and the goals and timetable included under an Affirmative Action Plan if required, are deemed to be part of the contract specifications.

Company \_\_\_\_\_ Telephone Number \_\_\_\_\_

Address \_\_\_\_\_

**NOTICE REGARDING SIGNATURE**

The Bidder's signature on the Proposal Signature Sheet will constitute the signing of this form. The following signature block needs to be completed if revisions are required.

Signature:  \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

- Instructions: All tables must include subcontractor personnel in addition to prime contractor personnel.
- Table A - Include both the number of employees that would be hired to perform the contract work and the total number currently employed (Table B) that will be allocated to contract work, and include all apprentices and on-the-job trainees. The "Total Employees" column should include all employees including all minorities, apprentices and on-the-job trainees to be employed on the contract work.
- Table B - Include all employees currently employed that will be allocated to the contract work including any apprentices and on-the-job trainees currently employed.
- Table C - Indicate the racial breakdown of the total apprentices and on-the-job trainees shown in Table A.

**RETURN WITH BID**

**Contract No. 68D66  
PEORIA-KNOX Counties  
Section D4 ITS 2017  
Route FAI 74  
District 4 Construction Funds**

PROPOSAL SIGNATURE SHEET

The undersigned bidder hereby makes and submits this bid on the subject Proposal, thereby assuring the Department that all requirements of the Invitation for Bids and rules of the Department have been met, that there is no misunderstanding of the requirements of paragraph 3 of this Proposal, and that the contract will be executed in accordance with the rules of the Department if an award is made on this bid.

(IF AN INDIVIDUAL) Firm Name \_\_\_\_\_  
Signature of Owner \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_

(IF A CO-PARTNERSHIP) Firm Name \_\_\_\_\_  
By \_\_\_\_\_  
Business Address \_\_\_\_\_  
Name and Address of All Members of the Firm:  
\_\_\_\_\_  
\_\_\_\_\_

(IF A CORPORATION)  
(IF A JOINT VENTURE, USE THIS SECTION FOR THE MANAGING PARTY AND THE SECOND PARTY SHOULD SIGN BELOW)  
Corporate Name \_\_\_\_\_  
By \_\_\_\_\_  
Signature of Authorized Representative  
Typed or printed name and title of Authorized Representative  
Attest \_\_\_\_\_  
Signature  
Business Address \_\_\_\_\_  
\_\_\_\_\_

(IF A JOINT VENTURE)  
Corporate Name \_\_\_\_\_  
By \_\_\_\_\_  
Signature of Authorized Representative  
Typed or printed name and title of Authorized Representative  
Attest \_\_\_\_\_  
Signature  
Business Address \_\_\_\_\_  
\_\_\_\_\_

If more than two parties are in the joint venture, please attach an additional signature sheet.



This Annual Proposal Bid Bond shall become effective at 12:01 AM (CDST) on \_\_\_\_\_ and shall be valid until \_\_\_\_\_ 11:59 PM (CDST).

KNOW ALL PERSONS BY THESE PRESENTS, That We \_\_\_\_\_

as PRINCIPAL, and \_\_\_\_\_

as SURETY, and held jointly, severally and firmly bound unto the STATE OF ILLINOIS in the penal sum of 5 percent of the total bid price, or for the amount specified in the bid proposal under "Proposal Guaranty" in effect on the date of the Invitation for Bids, whichever is the lesser sum, well and truly to be paid unto said STATE OF ILLINOIS, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the PRINCIPAL may submit bid proposal(s) to the STATE OF ILLINOIS, acting through the Department of Transportation, for various improvements published in the Transportation Bulletin during the effective term indicated above.

NOW, THEREFORE, if the Department shall accept the bid proposal(s) of the PRINCIPAL; and if the PRINCIPAL shall, within the time and as specified in the bidding and contract documents; and if, after award by the Department, the PRINCIPAL shall enter into a contract in accordance with the terms of the bidding and contract documents including evidence of the required insurance coverages and providing such bond as specified with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof; or if, in the event of the failure of the PRINCIPAL to enter into such contract and to give the specified bond, the PRINCIPAL pays to the Department the difference not to exceed the penalty hereof between the amount specified in the bid proposal and such larger amount for which the Department may contract with another party to perform the work covered by said bid proposal, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

IN THE EVENT the Department determines the PRINCIPAL has failed to comply with any requirement as set forth in the preceding paragraph, then Surety shall pay the penal sum to the Department within fifteen (15) days of written demand therefor. If Surety does not make full payment within such period of time, the Department may bring an action to collect the amount owed. Surety is liable to the Department for all its expenses, including attorney's fees, incurred in any litigation in which it prevails either in whole or in part.

In TESTIMONY WHEREOF, the said PRINCIPAL has caused this instrument to be signed by its officer \_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_

In TESTIMONY WHEREOF, the said SURETY has caused this instrument to be signed by its officer \_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Name)

By \_\_\_\_\_  
(Signature and Title)

By \_\_\_\_\_  
(Signature of Attorney-in-Fact)

**Notary for PRINCIPAL**

**Notary for SURETY**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Signed and attested before me on \_\_\_\_\_ (date)

Signed and attested before me on \_\_\_\_\_ (date)

by \_\_\_\_\_  
(Name of Notary Public)

by \_\_\_\_\_  
(Name of Notary Public)

(Seal) \_\_\_\_\_  
(Signature of Notary Public)

(Seal) \_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Date Commission Expires)

\_\_\_\_\_  
(Date Commission Expires)

In lieu of completing the above section of the Annual Proposal Bid Bond form, the Principal may file an Electronic Bid Bond. By signing the proposal(s) the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the State of Illinois under the conditions of the bid bond as shown above.

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Electronic Bid Bond ID #	Company/Bidder Name	Signature and Title
--------------------------	---------------------	---------------------

This bond may be terminated, at Surety's request, upon giving not less than thirty (30) days prior written notice of the cancellation/termination of the bond. Said written notice shall be issued to the Illinois Department of Transportation, Chief Contracts Official, 2300 South Dirksen Parkway, Springfield, Illinois, 62764, and shall be served in person, by receipted courier delivery or certified or registered mail, return receipt requested. Said notice period shall commence on the first calendar day following the Department's receipt of written cancellation/termination notice. Surety shall remain firmly bound to all obligations herein for proposals submitted prior to the cancellation/termination. Surety shall be released and discharged from any obligation(s) for proposals submitted for any letting or date after the effective date of cancellation/termination.



Item No. \_\_\_\_\_

Letting Date \_\_\_\_\_

KNOW ALL PERSONS BY THESE PRESENTS, That We \_\_\_\_\_

as PRINCIPAL, and \_\_\_\_\_

as SURETY, and held jointly, severally and firmly bound unto the STATE OF ILLINOIS in the penal sum of 5 percent of the total bid price, or for the amount specified in the bid proposal under "Proposal Guaranty" in effect on the date of the Invitation for Bids, whichever is the lesser sum, well and truly to be paid unto said STATE OF ILLINOIS, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the PRINCIPAL has submitted a bid proposal to the STATE OF ILLINOIS, acting through the Department of Transportation, for the improvement designated by the Transportation Bulletin Item Number and Letting Date indicated above.

NOW, THEREFORE, if the Department shall accept the bid proposal of the PRINCIPAL; and if the PRINCIPAL shall, within the time and as specified in the bidding and contract documents; and if, after award by the Department, the PRINCIPAL shall enter into a contract in accordance with the terms of the bidding and contract documents including evidence of the required insurance coverages and providing such bond as specified with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof; or if, in the event of the failure of the PRINCIPAL to enter into such contract and to give the specified bond, the PRINCIPAL pays to the Department the difference not to exceed the penalty hereof between the amount specified in the bid proposal and such larger amount for which the Department may contract with another party to perform the work covered by said bid proposal, then this obligation shall be null and void, otherwise, it shall remain in full force and effect.

IN THE EVENT the Department determines the PRINCIPAL has failed to comply with any requirement as set forth in the preceding paragraph, then Surety shall pay the penal sum to the Department within fifteen (15) days of written demand therefor. If Surety does not make full payment within such period of time, the Department may bring an action to collect the amount owed. Surety is liable to the Department for all its expenses, including attorney's fees, incurred in any litigation in which it prevails either in whole or in part.

In TESTIMONY WHEREOF, the said PRINCIPAL has caused this instrument to be signed by its officer  
\_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_ .

In TESTIMONY WHEREOF, the said SURETY has caused this instrument to be signed by its officer  
\_\_\_\_\_ day of \_\_\_\_\_ A.D., \_\_\_\_\_ .

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Company Name)

By \_\_\_\_\_  
(Signature and Title)

By \_\_\_\_\_  
(Signature of Attorney-in-Fact)

**Notary for PRINCIPAL**

**Notary for SURETY**

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

Signed and attested before me on \_\_\_\_\_ (date)  
by \_\_\_\_\_  
(Name of Notary Public)

Signed and attested before me on \_\_\_\_\_ (date)  
by \_\_\_\_\_  
(Name of Notary Public)

(Seal) \_\_\_\_\_  
(Signature of Notary Public)

(Seal) \_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Date Commission Expires)

\_\_\_\_\_  
(Date Commission Expires)

In lieu of completing the above section of the Proposal Bid Bond form, the Principal may file an Electronic Bid Bond. By signing the proposal the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the State of Illinois under the conditions of the bid bond as shown above.

Electronic Bid Bond ID # \_\_\_\_\_ Company/Bidder Name \_\_\_\_\_ Signature and Title \_\_\_\_\_





DO NOT SUBMIT WITH BID

DBE Utilization Plan

(1) Policy

It is public policy that disadvantageded businesses as defined in 49 CFR Part 26 and the Special Provision shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal or State funds. Consequently the requirements of 49 CFR Part 26 apply to this contract.

(2) Obligation

The contractor agrees to ensure that disadvantageded businesses as defined in 49 CFR Part 26 and the Special Provision have the maximum opportunity to participate in the performance of contracts or subcontracts financed in whole or in part with Federal or State funds. The contractor shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 and the Special Provision to ensure that said businesses have the maximum opportunity to compete for and perform under this contract. The contractor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of contracts.

(3) Project and Bid Identification

Complete the following information concerning the project and bid:

Route \_\_\_\_\_
Section \_\_\_\_\_
Project \_\_\_\_\_
County \_\_\_\_\_
Letting Date \_\_\_\_\_
Contract No. \_\_\_\_\_
Letting Item No. \_\_\_\_\_

Total Bid \_\_\_\_\_
Contract DBE Goal (Percent) \_\_\_\_\_ (Dollar Amount) \_\_\_\_\_

(4) Assurance

I, acting in my capacity as an officer of the undersigned bidder (or bidders if a joint venture), hereby assure the Department that on this project my company : (check one)

- Meets or exceeds contract award goals and has provided documented participation as follows: Disadvantaged Business Participation \_\_\_\_\_ percent

Attached are the signed participation statements, forms SBE 2025, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

- Failed to meet contract award goals and has included good faith effort documentation to meet the goals and that my company has provided participation as follows:

Disadvantaged Business Participation \_\_\_\_\_ percent

The contract goals should be accordingly modified or waived. Attached is all information required by the Special Provision in support of this request including good faith effort. Also attached are the signed participation statements, forms SBE 2025, required by the Special Provision evidencing availability and use of each business participating in this plan and assuring that each business will perform a commercially useful function in the work of the contract.

Company \_\_\_\_\_
By \_\_\_\_\_
Title \_\_\_\_\_
Date \_\_\_\_\_

The "as read" Low Bidder is required to comply with the Special Provision. Submit only one utilization plan for each project. The utilization plan shall be submitted in accordance with the special provision. Bureau of Small Business Enterprises 2300 South Dirksen Parkway Springfield, Illinois 62764 Local Let Projects Submit forms to the Local Agency

The Department of Transportation is requesting disclosure of information that is necessary to accomplish the purpose as outlined under State and Federal law. Disclosure of this information is REQUIRED. Failure to provide any information will result in the contract not being awarded. This form has been approved by the State Forms Manager Center.



Subcontractor Registration Number \_\_\_\_\_

Letting \_\_\_\_\_

Participation Statement

Item No. \_\_\_\_\_

(1) Instructions

Contract No. \_\_\_\_\_

This form must be completed for each disadvantaged business participating in the Utilization Plan. This form shall be submitted in accordance with the special provision and will be attached to the Utilization Plan form. If additional space is needed complete an additional form for the firm. Trucking participation items; description must list what is anticipated towards goal credit.

(2) Work:

Please indicate: J/V \_\_\_\_\_ Manufacturer \_\_\_\_\_ Supplier (60%) \_\_\_\_\_ Subcontractor \_\_\_\_\_ Trucking \_\_\_\_\_

Table with 5 columns: Pay Item No., Description (Anticipated items for trucking)\*, Quantity, Unit Price, Total. Includes a Total row at the bottom right.

(3) Partial Payment Items (For any of the above items which are partial pay items)

Description must be sufficient to determine a Commercially Useful Function, specifically describe the work and subcontract dollar amount:

\*Applies to trucking only

(4) Commitment

When a DBE is to be a second-tier subcontractor, or if the first-tier DBE subcontractor is going to be subcontracting a portion of its subcontract, it must be clearly indicated on the DBE Participation Statement, and the details of the transaction fully explained.

In the event a DBE subcontractor second-tiers a portion of its subcontract to one or more subcontractors during the work of a contract, the prime must submit a DBE Participation Statement, with the details of the transaction(s) fully explained.

The undersigned certify that the information included herein is true and correct, and that the DBE firm listed below has agreed to perform a commercially useful function in the work of the contract item(s) listed above and to execute a contract with the prime contractor or 1st Tier subcontractor. The undersigned further understand that no changes to this statement may be made without prior approval from the Department's Bureau of Small Business Enterprises and that complete and accurate information regarding actual work performed on this project and the payment therefore must be provided to the Department.

Signature for Contractor \_\_ 1st Tier \_\_ 2nd Tier

Signature for DBE Firm \_\_ 1st Tier \_\_ 2nd Tier

Date \_\_\_\_\_

Date \_\_\_\_\_

Contact Person \_\_\_\_\_

Contact Person \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_

Firm Name \_\_\_\_\_

Firm Name \_\_\_\_\_

Address \_\_\_\_\_

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Phone \_\_\_\_\_

Phone \_\_\_\_\_

Email Address \_\_\_\_\_

Email Address \_\_\_\_\_

E \_\_\_\_\_

WC \_\_\_\_\_

The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under the state and federal law. Disclosure of this information is REQUIRED. Failure to provide any information will result in the contract not being awarded. This form has been approved by the State Forms Management Center.

# PROPOSAL ENVELOPE



# PROPOSALS

for construction work advertised for bids by the  
Illinois Department of Transportation

Item No.	Item No.	Item No.

Submitted By:

Name:
Address:
Phone No.

Bidders should use an IDOT proposal envelope or affix this form to the front of a 10" x 13" envelope for the submittal of bids. If proposals are mailed, they should be enclosed in a second or outer envelope addressed to:

Engineer of Design and Environment - Room 326  
Illinois Department of Transportation  
2300 South Dirksen Parkway  
Springfield, Illinois 62764

## **NOTICE**

**Individual bids, including Bid Bond and/or supplemental information if required, should be securely stapled.**

# CONTRACTOR OFFICE COPY OF CONTRACT SPECIFICATIONS

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## NOTICE

None of the following material needs to be returned with the bid package unless the special provisions require documentation and/or other information to be submitted.

**Contract No. 68D66  
PEORIA-KNOX Counties  
Section D4 ITS 2017  
Route FAI 74  
District 4 Construction Funds**



**Illinois Department of Transportation**

## **SUBCONTRACTOR DOCUMENTATION**

Public Acts 96-0795, 96-0920, and 97-0895 enacted substantial changes to the provisions of the Code (30 ILCS 500). Among the changes are provisions affecting subcontractors. The Contractor awarded this contract will be required as a material condition of the contract to implement and enforce the contract requirements applicable to subcontractors that entered into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Code and approved in accordance with article 108.01 of the Standard Specifications for Road and Bridge Construction.

If the Contractor seeks approval of subcontractors to perform a portion of the work, and approval is granted by the Department, the Contractor shall provide a copy of the subcontract to the Illinois Department of Transportation's CPO upon request within 15 calendar days after execution of the subcontract.

Financial disclosures required pursuant to Sec. 50-35 of the Code must be submitted for all applicable subcontractors. The subcontract shall contain the certifications required to be made by subcontractors pursuant to Article 50 of the Code. This Notice to Bidders includes a document incorporating all required subcontractor certifications and disclosures for use by the Contractor in compliance with this mandate. The document is entitled State Required Ethical Standards Governing Subcontractors.

## RETURN WITH SUBCONTRACT

### STATE ETHICAL STANDARDS GOVERNING SUBCONTRACTORS

Article 50 of the Code establishes the duty of all State CPOs, SPOs, and their designees to maximize the value of the expenditure of public moneys in procuring goods, services, and contracts for the State of Illinois and to act in a manner that maintains the integrity and public trust of State government. In discharging this duty, they are charged by law to use all available information, reasonable efforts, and reasonable actions to protect, safeguard, and maintain the procurement process of the State of Illinois.

The certifications hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed should the Department approve the subcontractor. The CPO may terminate or void the contract approval if it is later determined that the bidder or subcontractor rendered a false or erroneous certification. If a false certification is made by a subcontractor the contractor's submitted bid and the executed contract may not be declared void unless the contractor refuses to terminate the subcontract upon the State's request after a finding that the subcontractor's certification was false.

Section 50-2 of the Code provides that every person that has entered into a multi-year contract and every subcontractor with a multi-year subcontract shall certify, by July 1 of each fiscal year covered by the contract after the initial fiscal year, to the responsible CPO whether it continues to satisfy the requirements of Article 50 pertaining to the eligibility for a contract award. If a contractor or subcontractor is not able to truthfully certify that it continues to meet all requirements, it shall provide with its certification a detailed explanation of the circumstances leading to the change in certification status. A contractor or subcontractor that makes a false statement material to any given certification required under Article 50 is, in addition to any other penalties or consequences prescribed by law, subject to liability under the Whistleblower Reward and Protection Act for submission of a false claim.

#### **A. Bribery**

Section 50-5. Bribery.

(a) Prohibition. No person or business shall be awarded a contract or subcontract under this Code who:

(1) has been convicted under the laws of Illinois or any other state of bribery or attempting to bribe an officer or employee of the State of Illinois or any other state in that officer's or employee's official capacity; or

(2) has made an admission of guilt of that conduct that is a matter of record but has not been prosecuted for that conduct.

(b) Businesses. No business shall be barred from contracting with any unit of State or local government, or subcontracting under such a contract, as a result of a conviction under this Section of any employee or agent of the business if the employee or agent is no longer employed by the business and:

(1) the business has been finally adjudicated not guilty; or

(2) the business demonstrates to the governmental entity with which it seeks to contract, or which is signatory to the contract to which the subcontract relates, and that entity finds that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or high managerial agent on behalf of the business as provided in paragraph (2) of subsection (a) of Section 5-4 of the Criminal Code of 2012.

(c) Conduct on behalf of business. For purposes of this Section, when an official, agent, or employee of a business committed the bribery or attempted bribery on behalf of the business and in accordance with the direction or authorization of a responsible official of the business, the business shall be chargeable with the conduct.

(d) Certification. Every bid submitted to and contract executed by the State, and every subcontract subject to Section 20-120 of the Code shall contain a certification by the contractor or the subcontractor, respectively, that the contractor or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any certifications required by this Section are false. A contractor who makes a false statement, material to the certification, commits a Class 3 felony.

The contractor or subcontractor certifies that it is not barred from being awarded a contract under Section 50-5.

#### **B. Felons**

Section 50-10. Felons.

Unless otherwise provided, no person or business convicted of a felony shall do business with the State of Illinois or any State agency, or enter into a subcontract, from the date of conviction until 5 years after the date of completion of the sentence for that felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

Certification. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Code shall contain a certification by the bidder or contractor or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO may declare the related contract void if any of the certifications required by this Section are false.

## RETURN WITH SUBCONTRACT

### **C. Debt Delinquency**

Section 50-11 and 50-12. Debt Delinquency.

The contractor or bidder or subcontractor, respectively, certifies that it, or any affiliate, is not barred from being awarded a contract or subcontract under the Code. Section 50-11 prohibits a person from entering into a contract with a State agency, or entering into a subcontract, 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 a State agency, or entering into a subcontract, 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 bidder or contractor or subcontractor, respectively, further acknowledges that the CPO may declare the related contract void if this certification is false or if the bidder, contractor, or subcontractor, or any affiliate, is determined to be delinquent in the payment of any debt to the State during the term of the contract.

### **D. Prohibited Bidders, Contractors and Subcontractors**

Section 50-10.5 and 50-60(c). Prohibited bidders, contractors and subcontractors.

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-10.5 that no officer, director, partner or other managerial agent of the contracting business has been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 or if in violation of Subsection (c) for a period of five years from the date of conviction. Every bid submitted to and contract executed by the State and every subcontract subject to Section 20-120 of the Code shall contain a certification by the bidder, contractor, or subcontractor, respectively, that the bidder, contractor, or subcontractor is not barred from being awarded a contract or subcontract under this Section and acknowledges that the CPO shall declare the related contract void if any of the certifications completed pursuant to this Section are false.

### **E. Section 42 of the Environmental Protection Act**

The bidder or contractor or subcontractor, respectively, certifies in accordance with 30 ILCS 500/50-14 that the bidder, contractor, or subcontractor, is not barred from being awarded a contract or entering into a subcontract under this Section which prohibits the bidding on or entering into contracts with the State of Illinois or a State agency, or entering into any subcontract, that is subject to the Code by a person or business found by a court or the Pollution Control Board to have committed a willful or knowing violation of Section 42 of the Environmental Protection Act for a period of five years from the date of the order. The bidder or contractor or subcontractor, respectively, acknowledges that the CPO may declare the contract void if this certification is false.

**The undersigned, on behalf of the subcontracting company, has read and understands the above certifications and makes the certifications as required by law.**

\_\_\_\_\_  
Name of Subcontracting Company

\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Date

**RETURN WITH SUBCONTRACT**  
**SUBCONTRACTOR DISCLOSURES**

**I. DISCLOSURES**

- A.** The disclosures hereinafter made by the subcontractor are each a material representation of fact upon which reliance is placed. The subcontractor further certifies that the Department has received the disclosure forms for each subcontract.

The CPO may void the bid, contract, or subcontract, respectively, if it is later determined that the bidder or subcontractor rendered a false or erroneous disclosure. A contractor or subcontractor may be suspended or debarred for violations of the Code. Furthermore, the CPO may void the contract.

**B. Financial Interests and Conflicts of Interest**

1. Section 50-35 of the Code provides that all subcontracts with a total value of \$50,000 or more from subcontractors identified in Section 20-120 of the Code, shall be accompanied by disclosure of the financial interests of the subcontractor. This disclosed information for the subcontractor, will be maintained as public information subject to release by request pursuant to the Freedom of Information Act, filed with the Procurement Policy Board, and shall be incorporated as a material term of the Prime Contractor's contract. Furthermore, pursuant to this Section, the Procurement Policy Board may recommend to allow or void a contract or subcontract based on a potential conflict of interest.

The financial interests to be disclosed shall include ownership or distributive income share that is in excess of 5%, or an amount greater than 60% of the annual salary of the Governor, of the subcontracting entity or its parent entity, whichever is less, unless the subcontractor is a publicly traded entity subject to Federal 10K reporting, in which case it may submit its 10K disclosure in place of the prescribed disclosure. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual or entity holding any ownership share that is in excess of 5%. The disclosure shall include the names, addresses, and dollar or proportionate share of ownership of each individual making the disclosure, their instrument of ownership or beneficial relationship, and notice of any potential conflict of interest resulting from the current ownership or beneficial interest of each individual making the disclosure having any of the relationships identified in Section 50-35 and on the disclosure form.

**The current annual salary of the Governor is \$177,412.00.**

In addition, all disclosures shall indicate any other current or pending contracts, subcontracts, proposals, leases, or other ongoing procurement relationships the subcontracting entity has with any other unit of state government and shall clearly identify the unit and the contract, subcontract, proposal, lease, or other relationship.

2. Disclosure Forms. Disclosure Form A is attached for use concerning the individuals meeting the above ownership or distributive share requirements. A separate Disclosure Form A must be submitted with the bid for each individual meeting the above requirements. In addition, a second form (Disclosure Form B) provides for the disclosure of current or pending procurement relationships with other (non-IDOT) state agencies and a total ownership certification.

**C. Disclosure Form Instructions**

**Form A Instructions for Financial Information & Potential Conflicts of Interest**

If the subcontractor is a publicly traded entity subject to Federal 10K reporting, the 10K Report may be submitted to meet the requirements of Form A. If a subcontractor is a privately held entity that is exempt from Federal 10K reporting, but has more than 100 shareholders, it may submit the information that Federal 10K companies are required to report, and list the names of any individual or entity holding any ownership share that is in excess of 5%. If a subcontractor is not subject to Federal 10K reporting, the subcontractor must determine if any individuals are required by law to complete a financial disclosure form. To do this, the subcontractor should answer each of the following questions. A "YES" answer indicates Form A must be completed. If the answer to each of the following questions is "NO", then the NOT APPLICABLE STATEMENT on the second page of Form A must be signed and dated by an individual that is authorized to execute contracts for the subcontracting company. Note: These questions are for assistance only and are not required to be completed.

1. Does anyone in your organization have a direct or beneficial ownership share of greater than 5% of the bidding entity or parent entity? YES \_\_\_ NO \_\_\_
2. Does anyone in your organization have a direct or beneficial ownership share of less than 5%, but which has a value greater than 60% of the annual salary of the Governor? YES \_\_\_ NO \_\_\_
3. Does anyone in your organization receive more than 60% of the annual salary of the Governor of the subcontracting entity's or parent entity's distributive income? YES \_\_\_ NO \_\_\_

(Note: Distributive income is, for these purposes, any type of distribution of profits. An annual salary is not distributive income.)

4. Does anyone in your organization receive greater than 5% of the subcontracting entity's or parent entity's total distributive income, but which is less than 60% of the annual salary of the Governor? YES \_\_\_ NO \_\_\_

(Note: Only one set of forms needs to be completed per individual per subcontract even if a specific individual would require a yes answer to more than one question.)

A "YES" answer to any of these questions requires the completion of Form A. The subcontractor must determine each individual in the subcontracting entity or the subcontracting entity's parent company that would cause the questions to be answered "Yes". Each form must be signed and dated by an individual that is authorized to execute contracts for your organization. The individual signing can be, but does not have to be, the individual for which the form is being completed. The subcontractor is responsible for the accuracy of any information provided.

If the answer to each of the above questions is "NO", then the NOT APPLICABLE STATEMENT on page 2 of Form A must be signed and dated by an individual that is authorized to execute contracts for your company.



## RETURN WITH SUBCONTRACT

### **Form B: Instructions for Identifying Other Contracts & Procurement Related Information**

Disclosure Form B must be completed for each subcontract submitted by the subcontracting entity. *Note: Checking the NOT APPLICABLE STATEMENT on Form A does not allow the subcontractor to ignore Form B. Form B must be completed, checked, and dated or the subcontract will not be approved.*

The Subcontractor shall identify, by checking Yes or No on Form B, whether it has any pending contracts, subcontracts, leases, bids, proposals, or other ongoing procurement relationship with any other (non-IDOT) State of Illinois agency. If "No" is checked, the subcontractor only needs to complete the check box on the bottom of Form B. If "Yes" is checked, the subcontractor must list all non-IDOT State of Illinois agency pending contracts, subcontracts, leases, bids, proposals, and other ongoing procurement relationships. These items may be listed on Form B or on an attached sheet(s). Contracts with cities, counties, villages, etc. are not considered State of Illinois agency contracts and are not to be included. Contracts or subcontracts with other State of Illinois agencies such as the Department of Natural Resources or the Capital Development Board must be included.

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form A Subcontractor: Financial Information & Potential Conflicts of Interest Disclosure

Subcontractor Name, Legal Address, City, State, Zip, Telephone Number, Email Address, Fax Number (if available)

Disclosure of the information contained in this Form is required by Section 50-35 of the Code (30 ILCS 500). Subcontractors desiring to enter into a subcontract of a State of Illinois contract must disclose the financial information and potential conflict of interest information as specified in this Disclosure Form.

The current annual salary of the Governor is \$177,412.00.

DISCLOSURE OF FINANCIAL INFORMATION

1. Disclosure of Financial Information. The individual named below has an interest in the SUBCONTRACTOR (or its parent) in terms of ownership or distributive income share in excess of 5%, or an interest which has a value of more than 60% of the annual salary of the Governor.

FOR INDIVIDUAL (type or print information) NAME: ADDRESS Type of ownership/distributable income share: stock sole proprietorship Partnership other: (explain on separate sheet): % or \$ value of ownership/distributable income share:

2. Disclosure of Potential Conflicts of Interest. Check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If the answer to any question is "Yes", please attach additional pages and describe.

(a) State employment, currently or in the previous 3 years, including contractual employment of services. Yes \_\_\_ No \_\_\_

If your answer is yes, please answer each of the following questions.

1. Are you currently an officer or employee of either the Capitol Development Board or the Illinois State Toll Highway Authority? Yes \_\_\_ No \_\_\_

2. Are you currently appointed to or employed by any agency of the State of Illinois? If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, provide the name the State agency for which you are employed and your annual salary.

**RETURN WITH SUBCONTRACT**

3. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you entitled to receive (i) more than 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor?  
Yes \_\_\_ No \_\_\_

4. If you are currently appointed to or employed by any agency of the State of Illinois, and your annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the salary of the Governor?  
Yes \_\_\_ No \_\_\_

---

(b) State employment of spouse, father, mother, son, or daughter, including contractual employment services in the previous 2 years.

Yes \_\_\_ No \_\_\_

If your answer is yes, please answer each of the following questions.

1. Is your spouse or any minor children currently an officer or employee of the Capitol Development Board or the Illinois Toll Highway Authority?  
Yes \_\_\_ No \_\_\_

2. Is your spouse or any minor children currently appointed to or employed by any agency of the State of Illinois? If your spouse or minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, provide the name of your spouse and/or minor children, the name of the State agency for which he/she is employed and his/her annual salary. \_\_\_\_\_  
\_\_\_\_\_

3. If your spouse or any minor children is/are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, as of 7/1/07) are you entitled to receive (i) more then 7 1/2% of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of 100% of the annual salary of the Governor?  
Yes \_\_\_ No \_\_\_

4. If your spouse or any minor children are currently appointed to or employed by any agency of the State of Illinois, and his/her annual salary exceeds 60% of the annual salary of the Governor, are you and your spouse or minor children entitled to receive (i) more than 15 % in the aggregate of the total distributable income of your firm, partnership, association or corporation, or (ii) an amount in excess of two times the annual salary of the Governor?  
Yes \_\_\_ No \_\_\_

---

(c) Elective status; the holding of elective office of the State of Illinois, the government of the United States, any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.  
Yes \_\_\_ No \_\_\_

---

(d) Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.  
Yes \_\_\_ No \_\_\_

---

(e) Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of the expenses incurred in the discharge of that office currently or in the previous 3 years.  
Yes \_\_\_ No \_\_\_

---

(f) Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.  
Yes \_\_\_ No \_\_\_

---

(g) Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.  
Yes \_\_\_ No \_\_\_

---

**RETURN WITH SUBCONTRACT**

(h) Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter. Yes \_\_\_ No \_\_\_

---

(i) Compensated employment, currently or in the previous 3 years, by any registered election or reelection committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes \_\_\_ No \_\_\_

---

(j) Relationship to anyone; spouse, father, mother, son, or daughter; who was a compensated employee in the last 2 years by any registered election or re-election committee registered with the Secretary of State or any county clerk of the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections. Yes \_\_\_ No \_\_\_

---

**3 Communication Disclosure.**

Disclose the name and address of each lobbyist and other agent of the bidder or offeror who is not identified in Section 2 of this form, who is has communicated, is communicating, or may communicate with any State officer or employee concerning the bid or offer. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the process and throughout the term of the contract. If no person is identified, enter "None" on the line below:

Name and address of person(s): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**RETURN WITH SUBCONTRACT**

**4. Suspension or Debarment Disclosure.** For each of the persons identified under Sections 2 and 3 of this form, disclose whether any of the following has occurred within the previous 10 years: suspension or debarment from contracting with any governmental entity; professional licensure discipline; bankruptcies; adverse civil judgments and administrative findings; and criminal felony convictions. This disclosure is a continuing obligation and must be promptly supplemented for accuracy throughout the procurement process and term of the contract. If no person is identified, enter "None" on the line below:

Name of person(s): \_\_\_\_\_

Nature of disclosure: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPLICABLE STATEMENT**

**This Disclosure Form A is submitted on behalf of the INDIVIDUAL named on previous page. Under penalty of perjury, I certify the contents of this disclosure to be true and accurate to the best of my knowledge.**

Completed by:  \_\_\_\_\_ Date \_\_\_\_\_  
Signature of Individual or Authorized Officer

**NOT APPLICABLE STATEMENT**

**Under penalty of perjury, I have determined that no individuals associated with this organization meet the criteria that would require the completion of this Form A.**

**This Disclosure Form A is submitted on behalf of the SUBCONTRACTOR listed on the previous page.**

\_\_\_\_\_ Date \_\_\_\_\_  
Signature of Authorized Officer

RETURN WITH SUBCONTRACT

ILLINOIS DEPARTMENT OF TRANSPORTATION

Form B
Subcontractor: Other Contracts & Financial Related Information Disclosure

Form with fields: Subcontractor Name, Legal Address, City, State, Zip, Telephone Number, Email Address, Fax Number (if available)

Disclosure of the information contained in this Form is required by Section 50-35 of the Code (30 ILCS 500). This information shall become part of the publicly available contract file. This Form B must be completed for subcontracts with a total value of \$50,000 or more, from subcontractors identified in Section 20-120 of the Code, and for all open-ended contracts.

DISCLOSURE OF OTHER CONTRACTS, SUBCONTRACTS, AND PROCUREMENT RELATED INFORMATION

1. Identifying Other Contracts & Procurement Related Information. The SUBCONTRACTOR shall identify whether it has any pending contracts, subcontracts, including leases, bids, proposals, or other ongoing procurement relationship with any other State of Illinois agency: Yes \_\_\_ No \_\_\_

If "No" is checked, the subcontractor only needs to complete the signature box on this page.

2. If "Yes" is checked. Identify each such relationship by showing State of Illinois agency name and other descriptive information such as bid or project number (attach additional pages as necessary). SEE DISCLOSURE FORM INSTRUCTIONS:

THE FOLLOWING STATEMENT MUST BE CHECKED

Signature box with fields: Signature of Authorized Representative, Date

OWNERSHIP CERTIFICATION

Please certify that the following statement is true if the individuals for all submitted Form A disclosures do not total 100% of ownership

Any remaining ownership interest is held by individuals receiving less than \$106,447.20 of the bidding entity's or parent entity's distributive income or holding less than a 5% ownership interest.

Yes No N/A (Form A disclosure(s) established 100% ownership)



## NOTICE TO BIDDERS

**1. TIME AND PLACE OF OPENING BIDS.** Sealed proposals for the improvement described herein will be received by the Department of Transportation. Electronic bids are to be submitted to the electronic bidding system (iCX-Integrated Contractors Exchange). Paper-based bids are to be submitted to the Chief Procurement Officer for the Department of Transportation in care of the Chief Contracts Official at the Harry R. Hanley Building, 2300 South Dirksen Parkway, in Springfield, Illinois until 10:00 a.m. June 16, 2017. All bids will be gathered, sorted, publicly opened and read in the auditorium at the Department of Transportation's Harry R. Hanley Building shortly after 10:00 a.m.

**2. DESCRIPTION OF WORK.** The proposed improvement is identified and advertised for bids in the Invitation for Bids as:

**Contract No. 68D66  
PEORIA-KNOX Counties  
Section D4 ITS 2017  
Route FAI 74  
District 4 Construction Funds**

**Installation of CCTV cameras, ITS equipment cabinets, camera poles, communication vaults, and other hardware and software for D4 ATMS (Advanced Traffic Management Software) in Peoria and Knox Counties.**

**3. INSTRUCTIONS TO BIDDERS.** (a) This Notice, the invitation for bids, proposal and letter of award shall, together with all other documents in accordance with Article 101.09 of the Standard Specifications for Road and Bridge Construction, become part of the contract. Bidders are cautioned to read and examine carefully all documents, to make all required inspections, and to inquire or seek explanation of the same prior to submission of a bid.

(b) State law, and, if the work is to be paid wholly or in part with Federal-aid funds, Federal law requires the bidder to make various certifications as a part of the proposal and contract. By execution and submission of the proposal, the bidder makes the certification contained therein. A false or fraudulent certification shall, in addition to all other remedies provided by law, be a breach of contract and may result in termination of the contract.

**4. AWARD CRITERIA AND REJECTION OF BIDS.** This contract will be awarded to the lowest responsive and responsible bidder considering conformity with the terms and conditions established by the Department in the rules, Invitation for Bids and contract documents. The issuance of plans and proposal forms for bidding based upon a prequalification rating shall not be the sole determinant of responsibility. The Department reserves the right to determine responsibility at the time of award, to reject any or all proposals, to readvertise the proposed improvement, and to waive technicalities.

By Order of the  
Illinois Department of Transportation

Randall S. Blankenhorn,  
Secretary

INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2017

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS and frequently used RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 4-1-16) (Revised 1-1-17)

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## STATE OF ILLINOIS

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### SPECIAL PROVISIONS

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction," adopted April 1, 2016, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways," and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included herein which apply to and govern the construction of FAI Route 74 (I-74), Section D4 ITS 2017, Knox and Peoria Counties, Contract No. 68D66 and in case of conflict with any part or parts of said Specifications, the said Special Provisions shall take precedence and shall govern.

#### LOCATION OF PROJECT

This project is located along various routes in Knox and Peoria Counties.

#### DESCRIPTION OF PROJECT

This project consists of installing conduit, communication vaults, fiber optic cable, CCTV cameras, equipment cabinets, and all related collateral work necessary to complete the improvements on the project.

#### DATE OF COMPLETION

All work on this contract shall be completed by June 30, 2018.

## **FAILURE TO COMPLETE THE WORK ON TIME**

Should the Contractor fail to complete the work on or before any of the dates specified in these Special Provisions, or within such extended time allowed by the Department, the Contractor shall be liable to the Department in the amount specified in Article 108.09 of the Standard Specifications. The amount is not a penalty but is for liquidated and ascertained damages for each calendar day beyond the date of completion or extended time as may be allowed. Such damages may be deducted by the Department from any monies due the Contractor.

In fixing the damages as set out herein, the desire is to establish a certain mode of calculation for the work because the Department's actual loss, in the event of delay, cannot be predetermined, would be difficult of ascertainment, and a matter of argument and unprofitable litigation. This mode is an equitable rule for measurement of the Department's actual loss and fairly takes into account the loss of use of the ITS system if the project is delayed in completion. The Department shall not be required to prove any actual losses to recover these liquidated damages provided herein, as these damages are very difficult to ascertain. Furthermore, no provision of this clause shall be construed as a penalty, as such is not the intention of the parties.

A calendar day is every day on the calendar and starts at twelve midnight (12:00 A.M.) and ends at the following twelve midnight (12:00 A.M.), twenty-four hours (24 hrs.) later. No payment will be paid for any day less than twenty-four hours.

## **LOCATION OF UNDERGROUND STATE MAINTAINED FACILITIES**

The Contractor shall be responsible for locating existing and proposed IDOT electrical facilities (traffic signal, overhead lighting, Intelligent Transportation System, etc.) prior to performing any work at his/her own expense if required. The Contractor shall also be liable for any damage to IDOT facilities resulting from inaccurate locating.

The Contractor may obtain, on request, plans for existing electrical facilities from the Department.

The Contractor shall also be responsible for locating and providing protection for IDOT facilities during all phases of construction. If at any time the facilities are damaged, the Contractor shall immediately notify the Department and make all necessary arrangements for repair to the satisfaction of the Engineer. This work will not be paid for separately, but shall be included in the contract bid price.

**TRAFFIC CONTROL PLAN**

Effective: March 31, 2017

Traffic control shall be in accordance with the applicable sections of the "Standard Specifications for Road and Bridge Construction," the applicable guidelines contained in the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways," these Special Provisions, and any special details and Highway Standards contained herein and in the plans.

Special attention is called to Section 701 and Articles 107.09 and 107.14 of the "Standard Specifications for Road and Bridge Construction" and the following Highway Standards relating to traffic control:

701001	701006	701101	701106	701201	701400
701406	701411	701601	701701	701801	701901

All traffic control devices shall be furnished, erected, maintained, and removed by the Contractor in accordance with the Standard Specifications. Where possible, all post-mounted signs shall be placed a minimum of two feet (2') (0.6 m) beyond the curb or edge of shoulder. Proposed sign spacing may be modified as approved by the Engineer in order to meet existing field conditions or to prevent obstruction of the motorist's view of permanent signing and lane restrictions at all times.

Traffic shall be maintained on the associated roadways at all times during construction. All lane closures shall be made during off-peak traffic hours, defined as time periods from 8:30 A.M. to 3:00 P.M. and 5:30 P.M. to 7:00 A.M. The Contractor shall notify the Engineer forty-eight (48) hours before the time of a planned closure. The exact time and duration of all lane closures, however, shall be as determined by the Engineer.

Method of Measurement: Traffic Control and Protection will be measured by the unit "Lump Sum", complete.

Basis of Payment: This work shall be paid for at the contract unit price per Lump Sum for TRAFFIC CONTROL AND PROTECTION, (SPECIAL), which shall be payment in full for all labor, materials, and equipment required to furnish, install, and remove the traffic control with the Highway Standards listed above.

## **SPEED DISPLAY TRAILER**

A Speed Display Trailer shall be utilized on freeways and expressways as part of Highway Standard 701400. The trailer shall be placed on the right hand side of the roadway adjacent to, or within 100 ft. (30 m) beyond, the first work zone speed limit sign.

Whenever the speed display trailer is not in use, it shall be considered non-operating equipment and shall be stored according to Article 701.11 of the Standard Specifications.

The speed display trailer shall consist of a LED speed indicator display with self-contained, one-direction radar mounted on an orange see-through trailer. The height of the display and radar shall be such that it will function and be visible when located behind concrete barrier.

The speed measurement shall be by radar and provide a minimum detection distance of 1,000 ft. (300 m). The radar shall have an accuracy of  $\pm 1$  mile-per-hour.

The speed indicator display shall face approaching traffic and shall have a sign legend of "YOUR SPEED" immediately above or below the speed display. The digital speed display shall show two digits (00 to 99) in mph. The color of the changeable message legend shall be a yellow legend on a black background. The minimum height of the numerals shall be 18 in. (450 mm), and the nominal legibility distance shall be at least 750 ft. (250 m).

The speed indicator display shall be equipped with a violation alert that flashes the displayed detected speed when the posted limit is exceeded. The speed indicator shall have a maximum speed cutoff. The display shall include automatic dimming for nighttime operation.

The speed indicator measurement and display functions shall be equipped with the power supply capable of providing 24 hours of uninterrupted service.

Basis of Payment: This work will not be paid for separately, but shall be included in the contract bid price for TRAFFIC CONTROL AND PROTECTION, (SPECIAL).

## **SYSTEM IMPLEMENTATION, EQUIPMENT INTEGRATION AND SUPPORT**

The Contractor shall install the CCTV cameras at the locations indicated on the plans.

The CCTV camera along with all related components shall be subject to a 30 day burn-in period. During the "burn-in" period, all components shall perform continuously, without any interruption of operation, for a period of thirty days. In the event that there are operational problems during the burn-in period, the burn-in period shall reset back to day one.

The ATMS software upgrade shall be subject to a 60 day burn-in period as described in the special provision for ATMS SOFTWARE UPGRADE.

After the successful completion of the burn-in period, the system will have completed final acceptance.

The Department will program the cameras and integrate them into the existing ITS system.

The Contractor shall be responsible for installing the proposed CCTV cameras in accordance with the plans, specifications, and manufacturers recommended practices.

This work will not be paid for separately, but shall be included in the contract bid price.

## **CONTRACT GUARANTEE**

The Contractor shall guarantee all electrical equipment, apparatus, materials, and workmanship provided under the contract for a period of six (6) months after the date of final inspection according to Article 801.14.

All instruction sheets required to be furnished by the manufacturer for materials and supplies and for operations shall be delivered to the Engineer prior to the acceptance of the project, with the following warranties and guarantees:

1. The manufacturer's standard written warranty for each piece of electrical equipment or apparatus furnished under the contract.
2. The Contractor's written guarantee that, for a period of six (6) months after the date of final inspection of the project, all necessary repairs to or replacement of said warranted equipment, or apparatus shall be made by the Contractor at no cost to the Department.
3. The Contractor's written guarantee for satisfactory operation of all electrical systems furnished and constructed under the contract for a period of 6 months after final inspection of the project.



### **POT-HOLING FOR LOCATION OF EXISTING UNDERGROUND UTILITIES**

Potholing to locate existing underground utilities shall be included in the contract bid price for the conduit pay items.

Removal and replacement of existing sidewalk, pavement, and islands only for utility locating purposes will not be paid for separately, but shall be included in the contract bid price for the conduit pay items.

### **CONSTRUCTION PERMITS**

The Contractor shall be responsible for obtaining all required permits from counties, municipalities, and other entities prior to beginning work. The Contractor shall pay all costs associated with obtaining the permits.

Basis of Payment. This work will not be paid for separately, but shall be included in the contract bid price.

### **AS-BUILT DOCUMENTATION**

The Contractor shall locate all proposed conduit, communication vaults, and camera poles every 100 feet using a GIS locating device that is accurate to the nearest foot.

The Contractor shall provide a GIS based map of the conduit route and a complete listing of all of map coordinates in an electronic format (Google Earth KML or KMZ shape file).

Basis of Payment. This work will not be paid for separately, but shall be included in the contract bid price.

**SPLICING OF PROPOSED FIBER OPTIC CABLE INTO EXISTING ICN NETWORK FIBER OPTIC CABLE**

All lateral splicing of proposed fiber optic cable into the existing Illinois Century Network (ICN) fiber optic cable plant shall be performed by the ICN Fiber Maintenance Contractor.

The Contractor shall install the proposed fiber optic cable into the communication vaults that are installed adjacent to the existing ICN communication vaults.

The Contractor shall adjust the amount of slack cable in the proposed vaults as needed to provide 50 ft. of fiber optic cable for splicing.

Charges incurred by the Department for splicing into the existing fiber optic cable plant at the locations specified on the plan sheets will be paid for in accordance with Article 109.05 of the Standard Specifications.

The Contractor shall coordinate with the ICN maintenance contractor as needed to facilitate fiber optic cable splicing.

The Contractor shall pay all charges directly either to the Illinois Century Network or to the ICN fiber maintenance contractor. The Contractor shall receive as administrative costs an amount equal to five percent of the first \$10,000 and one percent of any amount over \$10,000 of the total actual amount paid per bill with the minimum payment being \$100.

**SEEDING, MINOR AREAS**

Effective July 1, 1990

Revised January 1, 2007

Seeding, fertilizing, and mulching shall be done in accordance with Article 250 of the Standard Specifications except for the following revisions:

All areas disturbed by the work performed shall be seeded, fertilized, and mulched in accordance with Article 251.03(a). The materials may be purchased locally and placed as directed by the engineer.

The estimated area is approximately .01 acre. The seed mixture shall be applied at 100 pounds/acre (110 kg/ha). The mixture shall be one that contains a high percentage of Kentucky Blue Grass. All seeds shall meet the purity and noxious weed requirements of Article 1081.04 of the Standard Specifications, and be approved by the engineer.

The fertilizer nutrients shall be applied at a rate of 270 lbs. (300 kg) of actual nutrients per acre (hectare). The fertilizer furnished shall be ready mixed material having a ratio of (1-1-1).

The contractor shall provide the engineer with the test results from the seed container and the chemical analysis of the fertilizer nutrients.

Basis of payment: The seed, fertilizer, and mulch will not be measured for payment but shall be included in the contract bid price for the pay item for UNDERGROUND CONDUIT of the size specified.

**FIBER OPTIC CABLE 12 FIBERS, SINGLE MODE  
FIBER OPTIC CABLE 48 FIBERS, SINGLE MODE**

This work shall be in accordance with Sections 801, 864, 871, and 1076 of the Standard Specifications except as modified herein.

Each cable shall be clearly labeled in each cabinet utilizing a durable computer generated label. The label shall contain information in regards to the location where the cable is going to or coming from, buffer tube, and fiber color. The Contractor shall provide numerical foot marking data at each handhole, vault, and cabinet to the Department.

The fibers shall be spliced and terminated as shown on the fiber termination diagram on the plan sheets. All terminated fibers shall be clearly labeled.

Fibers not being used shall be labeled "spare", and fibers not attached to a distribution enclosure shall be capped and sealed.

All ancillary components, required to complete the fiber optic cable plant, including but not limited to, moisture and water sealants, cable caps, fan-out kits, weather-proof splice kits, boots, cable trays, splice enclosures, termination panels, etc., shall be supplied under this pay item and will not be paid for separately. These items shall be submitted to the Department for approval.

The fiber optic cable shall be clearly marked in each handhole, communication vault, and cabinet with a brightly colored (orange or yellow) weather resistant label securely attached to the cable.

The Contractor shall provide and install a 12 Ga., stranded (EPR-TYPE RHW or THHN), insulated tracer cable in all conduits that contain fiber optic cable and do not contain an existing tracer wire. This work shall be done at the same time the fiber optic cable is pulled. There will be no additional compensation for this work.

Materials. The single-mode, fiber optic cable shall incorporate a loose, buffer-tube design. The cable shall conform to the requirements of RUS 7 CFR1755.900 (PE-90) for a single sheathed, non-armored cable, and shall be new, unused and of current design and manufacture. The number of fibers in each cable shall be as specified on the plans.

Construction Requirements:

Experience Requirements.

Personnel involved in the installation, splicing and testing of the fiber optic cables shall meet the following requirements:

A minimum of three (3) years experience in the installation of fiber optic cables, including splicing, terminating and testing single mode fibers.

Install two systems where fiber optic cables are outdoors in conduit and where the systems have been in continuous satisfactory operation for at least two years. The Contractor shall submit as proof, photographs or other supporting documents, and the names, addresses and telephone numbers of the operating personnel who can be contacted regarding the installed fiber optic systems.

One fiber optic cable system (which may be one of the two in the preceding paragraph), which the Contractor can arrange for demonstration to the Department representatives and the Engineer.

Installers shall be familiar with the cable manufacturer's recommended procedures for installing the cable. This shall include knowledge of splicing procedures for and equipment being used on this project and knowledge of all hardware such as breakout (furcation) kits and splice closures. The Contractor shall submit documented procedures to the Engineer for approval and to be used by Construction inspectors.

Personnel involved in testing shall have been trained by the manufacturer of the fiber optic cable test equipment to be used, in fiber optic cable testing procedures. Proof of this training shall be submitted to the Engineer for approval. In addition, the Contractor shall submit documentation of the testing procedures for approval by the Engineer.

### Installation in Conduit.

During cable pulling operations, the Contractor shall ensure that the minimum bending of the cable is maintained during the unreeling and pulling operations. Entry guide chutes shall be used to guide the cable into the handhole conduit ports. Lubricating compound shall be used to minimize friction. Corner rollers (wheels), if used, shall not have radii less than the minimum installation-bending radius of the cable. A series array of smaller wheels can be used for accomplishing the bend if the cable manufacturers specifically approve the array.

The pulling tension shall be continuously measured and shall not be allowed to exceed the maximum tension specified by the manufacturer of the cable. Fuse links and breaks can be used to ensure that the cable tensile strength is not exceeded. The pulling system shall have an audible alarm that sounds whenever a pre-selected tension level is reached. Tension levels shall be recorded continuously and shall be given to the Engineer upon request.

The cable shall be pulled into the conduit as a single component, absorbing the pulling force in all tension elements. The central strength member and Aramid yarn shall be attached directly to the pulling eye during cable pulling. "Basket grip" or "Chinese-finger type" attachments, which only attach to the cable's outer jacket, shall not be permitted. A breakaway swivel, rated at 95% of the cable manufacturer's approved maximum tensile loading, shall be used on all pulls. When simultaneously pulling fiber optic cable with other cables, separate grooved rollers shall be used for each cable.

### Splicing Requirements:

Splices shall be made at locations shown on the Plans. Any other splices shall be permitted only with the approval of the Engineer. The Contractor shall submit a splicing plan to the Department for approval.

### Operation and Maintenance Documentation:

After the fiber optic cable plant has been installed, two (2) complete sets of Operation and Maintenance Documentation shall be provided. The documentation shall, as a minimum, include the following:

- Complete and accurate as-built diagrams showing the entire fiber optic cable plant including locations of all splices.
- Final copies of all approved test procedures.
- Complete performance data of the cable plant showing the losses at each terminal connector.
- Complete parts list including names of vendors.
- Electronic Testing Files (OTDR traces, power meter data, etc.)

Testing Requirements:

Testing shall be in accordance with Article 801.13 except where modified by this special provision.

The Contractor shall submit detailed test procedures for approval by the Engineer. All continuous fiber runs shall be tested bi-directionally at both 1310 nm and 1550 nm with a power meter and optical source and OTDR. For testing, intermediate breakout fibers may be concatenated and tested end-to-end. Any discrepancies between the measured results and these specifications will be resolved to the satisfaction of the Engineer.

The Contractor shall provide the date, time and location of any tests required by this specification to the Engineer at least 5 days before performing the test. Upon completion of the cable installation, splicing, and termination, the Contractor shall test all fibers in each link for continuity and attenuation. The test procedure shall be as follows:

A Certified Technician utilizing an Optical Source/Power Meter and OTDR shall conduct the testing. The Technician is directed to conduct the test using the standard operating procedures defined by the manufacturer of the test equipment. All fibers installed shall be tested in both directions.

At the completion of the test, the Contractor shall provide two copies of documentation of the test results to the Engineer. The test documentation shall be bound and shall include the following:

Cable & Fiber Identification:

Cable ID  
Cable Location - beginning and end point  
Fiber ID, including tube and fiber color  
Operator Name  
Date & Time  
Setup Parameters  
Wavelength  
Pulse width (OTDR)  
Refractory index (OTDR)  
Range (OTDR)  
Scale (OTDR)  
Setup Option chosen to pass OTDR "dead zone"

Test Results:

Optical Source/Power Meter

Total Attenuation  
Attenuation (dB/km)

These results shall be provided in tabular form. The following shall be the criteria for the acceptance of the cable:

The test results shall show that the dB/km loss does not exceed +3% of the factory test or 1% of the cable's published production loss. However, no event shall exceed 0.10 dB. If any event is detected above 0.10 dB, the Contractor shall replace or repair the proposed fiber and/or fusion splice and connector including that event point.

The total dB loss of the cable, less events, shall not exceed the manufacturer's production specifications as follows: 0.5 dB/km at both 1310 and 1550 nm.

If the total loss exceeds these specifications, the Contractor shall replace or repair that cable run at the Contractor's expense, both labor and materials. Elevated attenuation due to exceeding the pulling tension during installation shall require the replacement of the cable run at the Contractor's expense, including labor and materials.

The Contractor shall label the destination of each trunk cable onto the cable in each handhole and termination panel.

Slack Storage of Fiber Optic Cables.

A part of this pay item, slack fiber shall be supplied as necessary to allow splicing the fiber optic cables in a controlled environment, such as a splicing van or tent. After splicing has been completed, the slack fiber shall be stored underground in handholes and in the traffic controller cabinets.

The amount of slack cable listed in Article 873.03 shall be revised as follows:

<u>Location</u>	<u>Length of Slack Cable (Ft.)</u>
Communications Vault	30.0
Double Handhole	30.0
Handhole	10.0
CCTV or Signal Cabinet	10.0
Junction Box	10.0
Equipment Cabinet	3.0

Basis of Payment: This work will be paid for at the contract unit price per foot for FIBER OPTIC CABLE 12 FIBERS, SINGLE MODE or FIBER OPTIC CABLE 48 FIBERS, SINGLE MODE and shall be payment in full for all labor, equipment, and materials required to provide, install, terminate, splice, and test the fiber optic cable described above, complete.

## **FUSION SPLICING OF FIBER OPTIC CABLES**

Description. The Contractor will splice optical fibers from different cable sheaths and protect them with a splice closure at the locations shown on the Plans. Fiber splicing consists of in-line fusion splices for all fibers described in the cable plan at the particular location.

Two types of splices are identified. A mainline splice includes selected fibers from each cable run as shown in the plan sheets. In a lateral splice, the buffer tubes in the mainline cable are dressed out and those fibers identified on the plans are accessed in and spliced to lateral cables.

### Materials.

#### Splice Closures:

Splice closures shall be designed for use under the most severe conditions such as moisture, vibration, impact, cable stress and flex temperature extremes as demonstrated by successfully passing the factory test procedures and minimum specifications listed below:

#### Physical Requirements:

The closures shall provide ingress for up to four cables in a butt configuration.

The closure shall prevent the intrusion of water without the use of encapsulates.

The closure shall be capable of accommodating splice organizer trays that accept mechanical, or fusion splices. The splice closure shall have provisions for storing fiber splices in an orderly manner, mountings for splice organizer assemblies, and space for excess or un-spliced fiber. Splice organizers shall be re-enterable. The splice case shall be UL rated.

Closure re-entry and subsequent reassembly shall not require specialized tools or equipment. Further, these operations shall not require the use of additional parts.

The splice closure shall have provisions for controlling the bend radius of individual fibers to a minimum of 1.5 in (38 mm).

#### Factory Testing of Splice Closures:

**Compression Test:** The closure shall not deform more than 10% in its largest cross-sectional dimension when subjected to a uniformly distributed load of 1335 N at a temperature of 0°F and 100°F (-18°C and 38°C). The test shall be performed after stabilizing at the required temperature for a minimum of two hours. It shall consist of placing an assembled closure between two flat parallel surfaces, with the longest closure dimension parallel to the surfaces. The weight shall be placed on the upper surface for a minimum of 15 minutes. The measurement shall then be taken with weight in place.



**Impact Test:** The assembled closure shall be capable of withstanding an impact of 28 N-M at temperatures of 0°F and 100°F (-18°C and 38°C). The test shall be performed after stabilizing the closure at the required temperature for a minimum of 2 hours. The test fixture shall consist of 20 lb (9 kg) cylindrical steel impacting head with a 2 in (5 cm) spherical radius at the point where it contacts the closure. It shall be dropped from a height of 12 in (30 cm). The closure shall not exhibit any cracks or fractures to the housing that would preclude it from passing the water immersion test. There shall be no permanent deformation to the original diameter or characteristic vertical dimension by more than 5%.

**Cable Gripping and Sealing Testing:** The cable gripping and sealing hardware shall not cause an increase in fiber attenuation in excess of 0.05 dB/fiber @ 1550 nm when attached to the cables and the closure assembly. The test shall consist of measurements from six fibers, one from each buffer tube or channel, or randomly selected in the case of a single fiber bundle. The measurements shall be taken from the test fibers before and after assembly to determine the effects of the cable gripping and sealing hardware on the optical transmission of the fibers.

**Vibration Test:** The splice organizers shall securely hold the fiber splices and store the excess fiber. The fiber splice organizers and splice retaining hardware shall be tested per EIA Standard FOTP-II, Test Condition I. The individual fibers shall not show an increase in attenuation in excess of 0.1 dB/fiber.

**Water Immersion Test:** The closure shall be capable of preventing a 10 ft. (3 m) water head from intruding into the splice compartment for a period of 7 days. Testing of the splice closure is to be accomplished by the placing of the closure into a pressure vessel and filling the vessel with tap water to cover the closure. Apply continuous pressure to the vessel to maintain a hydrostatic head equivalent to 10 ft. (3 m) on the closure and cable. This process shall be continued for 30 days. Remove the closure and open to check for the presence of water. Any intrusion of water in the compartment containing the splices constitutes a failure.

**Certification:** It is the responsibility of the Contractor to insure that either the manufacturer, or an independent testing laboratory has performed all of the above tests, and the appropriate documentation has been submitted to the Department. Manufacturer certification is required for the model(s) of closure supplied. It is not necessary to subject each supplied closure to the actual tests described herein.

#### Construction Requirements.

The closure shall be installed according to the manufacturer's recommended guidelines. For all splices, the cables shall be fusion spliced.

The Contractor shall prepare the cables and fibers in accordance with the closure and cable manufacturers' installation practices. A copy of these practices shall be provided to the Engineer 21 days prior to splicing operations.

Using a fusion splicer, the Contractor shall optimize the alignment of the fibers and fuse them together. The Contractor shall recoat the fused fibers and install mechanical protection over them.

Upon completing all splicing operations for a cable span, the Contractor shall measure the mean bi-directional loss at each splice using an Optical Time Domain Reflectometer. This loss shall not exceed 0.1 dB.

The Contractor shall measure the end-to-end attenuation of each fiber optic link, from connector to connector, using an optical power meter and source. This loss shall be measured from both directions and shall not exceed 0.5 dB per installed kilometer of single mode cable. Measurements shall be made at both 1300 and 1550 nm for single mode cable. For multimode cable, power meter measurements shall be made at 850 and 1300 nm. The end-to-end attenuation shall not exceed 3.8 dB/installed kilometers at 850nm or 1.8 dB per installed kilometer at 1300nm for multimode fibers.

As directed by the Engineer, the Contractor at no additional cost to the Department shall replace any cable splice not satisfying the required objectives.

The Contractor shall secure the Splice Closure to the side of the splice facility using cable support brackets. All cables shall be properly dressed and secured to rails or racks within the handhole or traffic signal cabinet. No cables or enclosures will be permitted to lie on the floor of the splice facility. Cables that are spliced inside a building will be secured to the equipment racks or walls as appropriate and indicated on the Plans.

Basis of Payment. This work will not be paid for separately, but shall be included in the bid price for the fiber optic cable pay items.

## **TERMINATION OF FIBER OPTIC CABLES WITH FUSION SPLICED ST CONNECTORS**

Description. The Contractor shall terminate a single mode fiber by fusion splicing a factory-formed ST connector (from a pre-formed fiber optic pigtail) onto a field fiber at the locations shown on the Plans.

Materials. The Contractor shall be responsible for ensuring that the pre-formed pigtail fiber is compatible with the field fiber that it will be fusion splice to.

The splice shall be protected with a protection sleeve/enclosure that will secure both cables and prevent cable movement.

The fiber optic patch cords shall meet or exceed the following specifications:

- High-quality 125um fiber optics
- 900um tight buffer construction
- Aramid yarn individually protected
- Duplex construction
- Stress relief boots color coded (Tx/Rx)
- ST connectors with high-grade zirconia ferrule
- Insertion Loss < 0.2 dB @ 1310 / 1550 nm
- Return Loss < -58 dB @ 1310 / 1550 nm
- Compliant with ANSI/TIA/EIA 568-B.3
- TIA/EIA-604, FOCIS-2

The Contractor shall submit a shop drawing of all proposed components to the Engineer for approval prior to commencing construction.

### Construction Requirements.

The Contractor shall prepare the cables and fibers in accordance with the cable manufacturers' installation practices. A copy of these practices shall be provided to the Engineer 21 days prior to splicing operations.

Using a fusion splicer, the Contractor shall optimize the alignment of the fibers and fuse them together. The Contractor shall recoat the fused fibers and install mechanical protection over them.

Upon completing all splicing operations for a cable span, the Contractor shall measure the mean bi-directional loss at each connector using an Optical Time Domain Reflectometer. This loss shall not exceed the loss of the fusion splice (0.1 dB) plus the loss of the connector (typically 0.75 dB).

As directed by the Engineer, the Contractor at no additional cost to the Department shall replace any cable splice and/or connector not satisfying the required objectives.

Basis of Payment: This work will not be paid for separately, but shall be included in the bid price for the fiber optic cable pay items.

## **GROUNDING OF ITS STRUCTURES**

This work shall be in accordance with the applicable articles of Sections 807, 817 and 1066 of the Standard Specifications with the following modifications:

This work shall consist of furnishing and installing a grounding wire to connect all proposed ITS cabinets and camera poles in accordance with NEC requirements.

The proposed ground wire shall be an insulated #6 XLP green copper conductor. This wire shall be bonded to all items and their associated ground rods utilizing mechanical lugs and bolts. This wire may be made continuous by splicing in the adjacent handholes with compression lugs. Split bolts will not be allowed.

The grounding wire shall be bonded to the grounded conductor at the service disconnect per the NEC.

All clamps, hardware, and other materials required shall be included.

Basis of Payment: This work will be paid for at the contract unit price per Foot for ELECTRIC CABLE IN CONDUIT, 600V (XLP-TYPE USE) 1/C NO. 6 which price shall be payment in full for all labor, materials, and equipment required to furnish and install the grounding wire described above.

## **CLOSED-CIRCUIT TELEVISION DOME CAMERA, IP BASED**

Description. This work shall consist of furnishing and installing an integrated Closed-Circuit Television (CCTV) Dome Camera Assembly, camera brackets, and all other items required for installation and operation. This assembly shall contain all components identified in the Materials Section and shall be configured as indicated on the plan sheets.

### Materials.

The CCTV camera shall be an Axis Model Q6055-E Dome Camera Assembly for integration into the existing District 4 ITS system.

The Contractor shall provide all materials required to install the proposed camera on the proposed sign structure camera mast as shown on the plan sheets.

The Contractor shall submit catalog cut sheets to the Department for all items (mounting brackets, hardware, etc.) that will be utilized for review prior to commencing work.

The Department will program the cameras.

The camera shall meet or exceed the following specifications:

CAMERA

VIDEO:	60 Hz (NTSC), 50 Hz (PAL)
IMAGE SENSOR:	1/2.8" progressive scan CMOS
LENS:	4.44–142.6 mm, F1.6–4.41 Horizontal angle of view: 62.8°–2.23° Vertical angle of view: 36.8°–1.3° Autofocus, auto-iris
DAY AND NIGHT:	Automatically removable infrared-cut filter
MINIMUM ILLUMINATION:	Color: 0.3 lux at 30 IRE F1.6 B/W: 0.03 lux at 30 IRE F1.6 Color: 0.5 lux at 50 IRE F1.6 B/W: 0.04 lux at 50 IRE F1.6
SHUTTER TIME: NTSC:	1/33000 s to 1/3 s with 50 Hz 1/33000 s to 1/4 s with 60 Hz
PAN/TILT/ZOOM:	Pan: 360° endless, 0.05° - 450°/s Tilt: 220°, 0.05°-450°/s 32x optical zoom and 12x digital zoom, total 384x zoom E-flip, 256 preset positions, Tour recording, Guard tour, Control queue, On-screen directional indicator, Set new pan 0°, Adjustable zoom speed
<u>VIDEO</u>	
VIDEO COMPRESSION:	H.264 (MPEG-4 Part 10/AVC), Motion JPEG
RESOLUTIONS:	HDTV 1080p 1920x1080 to 320x180 HDTV 720p 1280x720 to 320x180
FRAME RATE (H.264):	Up to 60/50 fps (60/50 Hz) in HDTV 720p Up to 30/25 fps (60/50 Hz) in HDTV 1080p
VIDEO STREAMING:	Multiple, individually configurable streams in H.264 and Motion JPEG, Axis' Zipstream technology, Controllable frame rate and bandwidth, VBR/MBR H.264

**IMAGE SETTING:** Manual shutter time, compression, color, brightness, sharpness, white balance, exposure control, exposure zones, fine tuning of behavior at low light, rotation: 0°, 180°, text and image overlay, 32 individual 3D privacy masks, image freeze on PTZ, automatic defog, backlight compensation Wide Dynamic Range (WDR): Up to 120 dB depending on scene, highlight compensation

## NETWORK

**SECURITY:** Password protection, IP address filtering, HTTPSa encryption, IEEE 802.1Xa network access control, Digest authentication, User access log, Centralized Certificate Management

**PROTOCOLS:** IPv4/v6, HTTP, HTTPSa, SSL/TLSa, QoS Layer 3 DiffServ, FTP, CIFS/SMB, SMTP, Bonjour, UPnP, SNMP v1/v2c/v3 (MIB-II), DNS, DynDNS, NTP, RTSP, RTP, SFTP, TCP, UDP, IGMP, RTCP, ICMP, DHCP, ARP, SOCKS, SSH, NTP

## SYSTEM INTEGRATION

**APPLICATION PROGRAM INTERFACE:** Open API for software integration, including VAPIX® and AXIS Camera Application Platform; specifications at [www.axis.com](http://www.axis.com), AXIS Video Hosting System (AVHS) with One-Click Connection, ONVIF Profile S, specification at [www.onvif.org](http://www.onvif.org)

**ANALYTICS:** Video motion detection, Autotracking, Active Gatekeeper Basic Analytics (not to be compared with third-party analytics): Object removed, Enter/Exit detector, Fence detector, Object Counter, Highlight compensation, Support for AXIS Camera Application Platform enabling installation of third-party applications, see [www.axis.com/acap](http://www.axis.com/acap)

**EVENT TRIGGERS:** Detectors: Live stream accessed, Video motion detection, Shock Detection, Object removed, Enter/Exit detector, Fence detector, Object counter; Hardware: Fan, Network, Temperature, Casing Open; PTZ: Autotracking, Error, Moving, Ready, Preset Reached; Storage: Disruption, Recording; System: System Ready; Time: Recurrence, Use Schedule; Input signal: Manual trigger, Virtual input

**EVENT ACTIONS:** Day/night mode, overlay text, video recording to edge storage, pre- and post-alarm video buffering, send SNMP trap PTZ: PTZ preset, start/stop guard tour  
File upload via FTP, SFTP, HTTP, HTTPS network share and Email; Notification via email, HTTP, HTTPS and TCP

**DATA STREAMING** Event data

**BUILT IN INSTALLATION AIDS** Pixel Counter

GENERAL

CASING:	IP66-, NEMA 4X- and IK10-rated Metal casing (aluminum), polycarbonate (PC) clear dome, sunshield (PC/ASA)
SUSTAINABILITY:	PVC Ffree
MEMORY:	512 MB RAM, 128 MB Flash
POWER CAMERA:	Axis High PoE midspan 1–port: 100–240 V AC, max 74 W Camera consumption: typical 16 W, max 60 W
CONNECTORS:	RJ45 10BASE-T/100BASE-TX PoE, RJ45 Push-pull Connector (IP66) included
EDGE STORAGE:	Support for SD/SDHC/SDXC card Support for recording to dedicated network-attached storage (NAS); For SD card and NAS recommendations see <a href="http://www.axis.com">www.axis.com</a>
OPERATING CONDITIONS:	With 30 W midspan: -20 °C to 50 °C (-4 °F to 122 °F) With 60 W midspan: -50 °C to 50 °C (-58 °F to 122 °F) Maximum temperature (intermittent): 60 °C (140 °F) Arctic Temperature Control: Start-up as low as -40 °C (-40 °F) Humidity 10–100% RH (condensing)
APPROVALS:	EMC: EN 55022 Class A, EN 61000-3-2, EN 61000-3-3, EN 61000-6-1, EN 61000-6-2, EN 55024, FCC Part 15 Subpart B Class A, ICES-003 Class A, VCCI Class A, RCM AS/NZS CISPR 22 Class A, KCC KN32 Class A, KN35  Safety: IEC/EN/UL 60950-1, IEC/EN/UL 60950-2  Environment: EN 50121-4, IEC 62236-4, IEC 60068-2-1, IEC 60068-2-2, IEC 60068-2-6, IEC 60068-2-14, IEC 60068-2-27, IEC 60721-4-3, NEMA 250 Type 4X, IEC 60068-2-30, IEC 60068-2-60, IEC 60068-2-78, IEC/EN 60529 IP66, NEMA TS-2-2003 v02.06, Subsection 2.2.7, 2.2.8, 2.2.9; IEC 62262 IK10, ISO 4892-2  Midspan: EN 60950-1, GS, UL, cUL, CE, FCC, VCCI, CB, KCC, UL-AR
WEIGHT:	3.7 kg (8.2 lb.)
INCLUDED ACCESSORIES:	Axis High PoE 60 W midspan 1-port, RJ45 Push-pull Connector (IP66), Sunshield, Installation Guide, Windows decoder 1-user license

VIDEO MANAGEMENT: AXIS Camera Companion, AXIS Camera Station, Video  
SOFTWARE: management software from Axis' Application Development  
Partners available on [www.axis.com/techsup/software](http://www.axis.com/techsup/software)

WARRANTY: Axis Three-Year Warranty and AXIS Extended Warranty option

#### Environmental Enclosure/Housing

The environmental enclosure shall be designed to physically protect the integrated camera from the outdoor environment and moisture via a sealed enclosure. If the option exists in the standard product line of the manufacturer, the assembly shall be supplied with an integral sun shield. The enclosure shall be fully water and weather resistant with a NEMA 4 rating or better.

The camera dome shall be constructed of distortion free acrylic or equivalent material that must not degrade from environmental conditions. The environmental housing shall include a camera-mounting bracket. In addition, the environmental housing shall include a heater, blower, and power surge protector. An integral fitting compatible with a standard 1-1/2 in (38.1 mm) NPT pipe, suitable for outdoor pendant mounting shall also be provided.

The enclosure shall be equipped with a heater controlled by a thermostat. The heater shall turn on when the temperature within the enclosure falls below 40° F (4.4°C). The heater shall turn off when the temperature exceeds 60°F (15.6°C). The heater will minimize internal fogging of the dome faceplate when the assembly is operated in cold weather.

In addition, a fan shall be provided as part of the enclosure. The fan will provide airflow to ensure effective heating and to minimize condensation.

The enclosure shall be equipped with a hermetically sealed, weatherproof connector, located near the top for external interface with power, video, and control feeds.

#### CCTV Dome Camera Mounting Supports

The Contractor shall furnish and install an Axis Pole Mount Bracket T91A67 (Part Number 5017-671) for camera installation on traffic signal mast arms and CCTV camera poles and stainless steel banding as required.

Mounting supports shall be configured as shown on the camera support detail plans and as approved by the Engineer. Mount shall be of aluminum construction with enamel or polyester powder coat finish. Braces, supports, and hardware shall be stainless steel. Wind load rating shall be designed for sustained gusts up to 90 mph (145 km/hr), with a 30% gust factor. Load rating shall be designed to support up to 75 lb (334 N). For roof or structural post/light pole mounting, mount shall have the ability to swivel inward for servicing. The mounting flange shall use standard 1-1/2 inch (38.1 mm) NPT pipe thread.



### Connecting Cables

The Contractor shall furnish and install outdoor rated, shielded CAT 5E cable. The cable shall be terminated using the IP66 rated RJ-45 connector on the camera end and a shielded RJ-45 connector in the cabinet. The Contractor shall test the cable prior after termination.

Cable will be paid for separately under the pay item CAT 5 ETHERNET CABLE.

### Construction Requirements.

#### General

The Contractor shall prepare a shop drawing detailing the complete CCTV Dome Camera Assembly and installation of all components to be supplied for approval of the Engineer. Particular emphasis shall be given to the cabling and the interconnection of all of the components.

The Contractor shall install the CCTV dome camera assembly at the locations indicated in the Plans. The CCTV Dome Camera Assembly shall be mounted on a pole, wall, or other structure.

#### Testing

The Contractor shall test each installed CCTV Dome Camera Assembly. The test shall be conducted from the field cabinet using the standard communication protocol and a laptop computer. The Contractor shall verify that the camera can be fully exercised and moved through the entire limits of Pan, Tilt, Zoom, Focus and Iris adjustments, using both the manual control and presets. The Contractor shall maintain a log of all testing and the results. A representative of the Contractor and a representative of the Engineer shall sign the log as witnessing the results. Records of all tests shall be submitted to the Engineer prior to accepting the installation.

Method of Measurement. The closed circuit television dome camera bid item will be measured for payment by the actual number of CCTV dome camera assemblies furnished, installed, tested, and accepted.

Basis of Payment. Payment will be made at the contract unit price for Each CLOSED CIRCUIT TELEVISION DOME CAMERA, IP BASED including all equipment, material, testing, documentation, and labor detailed in the contract documents for this bid item.

## **CAT 5 ETHERNET CABLE**

This work shall be in accordance with Sections 873, 1076, and 1088 of the Standard Specifications except as modified herein.

This work shall consist of furnishing and installing an outdoor rated CAT5E cable in conduits, handholes, and poles.

The cable shall be rated for outdoor use and conform to the following specifications:

- Outdoor CMX Rated Jacket (climate/oil resistant jacket)
- UV Resistant Outer Jacket Material (PVC-UV, UV Stabilized)
- Outer Jacket Ripcord
- Designed For Outdoor Above- Ground or Conduit Duct applications
- Cat5E rated to 350MHz (great for 10/100 or even 1000mbps Gigabit Ethernet)
- Meets TIA/EIA 568b.2 Standard
- Shielded Twist Pair
- 4 Pairs, 8 Conductors
- 24AWG, Solid Core Copper
- UL 444 ANSI TIA/EIA-568.2 ISO/IEC 11801
- RoHS Compliant
- Water Blocking Gel

Basis of Payment: This work will be paid for at the contract unit price per Foot for CAT 5 ETHERNET CABLE, which shall be payment in full for all labor, equipment, and materials required to provide and install the cable described above, complete.

## **COMMUNICATIONS VAULT**

This work shall be in accordance with Sections 814 and 1088 of the Standard Specifications except as modified herein.

This work shall consist of furnishing and installing a communications vault constructed of polymer concrete.

The following items are approved for use in District 4: Hubbel, Quazite, Part Numbers: PG2436HA00 (Cover) and PG2436BA30 (Box).

The communications vault and lid shall conform to the following specifications:

Cover:

Material: Polymer Concrete  
Nominal Dimensions: 24" W x 36 L"  
Gasketed, Heavy Duty Lid with 2 Bolts  
Design/Test Load: 15,000/22,500 lbs.  
ANSI Tier: 15  
Gasketed

Box

Material: Polymer Concrete  
Nominal Dimensions: 24" W x 36" L x 30" D  
Open Bottom  
Design/Test Load: 22,500/33,750 lbs.  
ANSI Tier: 22

The location of the handhole shall be excavated so that the top of the handhole is set flush with the sidewalk or paved surface. When installed in earth shoulder away from the pavement edge, the top surface of the handhole shall be 1 in. (25 mm) above the finished grade. The excavation shall be deep enough to accommodate the depth of the box and french drain.

The french drain shall be constructed underneath the proposed handhole according to Article 601.06 and in accordance with Highway Standard 814006.

The conduits shall enter the vault at between 24" and 30" and the Contractor shall install six inches of CA 5 or CA 7 in the bottom of the vault.

The Contractor shall submit testing reports to verify that the communications vaults and lids meet the requirements of ANSI Tier 15 and ANSI Tier 22 loading.

The locating cable shall be continuous and accessible on the outside of each communication vault. The Contractor shall utilize appropriate corrosion resistant hardware (stainless steel) and connections to the locating wire. The Contractor shall submit material and installation methods to the Department for review.

Basis of Payment: This work will be paid for at the contract unit price of Each for COMMUNICATIONS VAULT, which shall be payment in full for all labor, equipment, and materials required to provide and install the equipment described above, complete.

## FIBER OPTIC ETHERNET DROP AND REPEAT SWITCH

The Contractor shall furnish a fiber optic drop and repeat switch (material only) complete with the accessories specified below and deliver it to the Department.

The fiber optic drop and repeat switch shall meet or exceed the following minimum specifications:

Approved Models: Antaira (Aaxeon) Technologies Model LNX-0702C-SFP-T (7-Port (5-port 10/100T + 2 10/100/1000T SFP ports Industrial Ethernet Switch, Wide Operating Temperature) or approved equal.

- Features:
- 5-Port 10/100TX + 2-Port 10/100/1000T/Mini-GBIC Combo
  - Store-and-Forward Switching Architecture
  - 10Gbps Back-Plane (Switching Fabric)
  - 1 Mbits Memory Buffer
  - 8K MAC Address Table
  - Wide-Range Redundant Power Design
  - Power Polarity Reserve Protect
  - Provides EFT Protection 3000 VDC for Power Line
  - Supports 6000 VDC Ethernet ESD Protection
  - IP30 Rugged Aluminum Case Design
  - Five-Year Warranty
- Standard:
- IEEE 802.3 10BaseT Ethernet
  - IEEE 802.3u 100BaseTX Fast Ethernet
  - IEEE 802.z Gigabit Fiber
  - IEEE 802.3x Flow Control and Back-Pressure
- Protocol:
- CSMA/CD
- Switch Architecture:
- Back-Plane (Switching Fabric): 10Gbps
- Transfer Rate:
- 14,880pps for Ethernet Port
  - 148,800pps for Fast Ethernet Port
  - 1,488,000pps for Gigabit Fiber Ethernet Port
- MAC Address:
- 8K MAC Address Table
- Memory Buffer:
- 7,926 pps (default)
- LED:
- Unit: Power 1, Power 2, Fault
  - 10/100 TX: Link/Activity, Full Duplex/Collision
  - Gigabit Copper: Link/Activity, Speed
  - SFP: Link/Activity

- Connector:
- 10/100T: 5 x RJ-45
  - 100/1000T: 2 x 100/1000 SFP Sockets
- Network Cable:
- 10BaseT: 2-pair UTP/STP Cat. 3, 4, 5 cable EIA/TIA-568 100-ohm (100m)
  - 100BaseTX: 2-pair UTP/STP Cat. 5 cable EIA/TIA-568 100-ohm (100m)
- Power Supply:
- DC 12 ~ 48V, Redundant Power with Polarity Reverse Protect Function and Removable Terminal Block
- Power Consumption:
- 6 Watts
- Reverse Polarity Protection:
- Present
- Overload Current Protection:
- Present
- Mechanical:
- Casing: IP30 Metal Case
  - Dimension (W x H x D): 30 x 99 x 142 mm
  - Installation: DIN-Rail/Wall Mountable
- Weight:
- Unit Weight: 1.3 lbs.
  - Shipping Weight: 1.7 lbs.
- Operation Temperature:
- Wide Operating Temperature: -40° C to 75° C (-40° F to 176° F)
- Operation Humidity:
- 5% to 95% (Non-condensing)
- Storage Temperature:
- -40° C to 85° C
- EMI:
- FCC Class A
  - CE EN6100-4-2/EN6100-4-3/EN6100-4-4/EN6100-4-5/EN6100-4-6
  - /EN6100-4-8/EN6100-4-11/EN6100-4-12/EN6100-6-2/EN6100-6-4
- Stability Testing:
- Shock: IEC60068-2-27
  - Free Fall: IEC60068-2-32
  - Vibration: IEC60068-2-6
- Warranty:
- Five-Year Warranty

The following items shall also be included with each switch:

- SFP Fiber Optic Module – Qty. 2 (Aaxeon SFP-S20-T, 1.25Gbps Ethernet SFP Transceiver, Single Mode 20KM / LC / 1310nm, -40°C~85°C)
- Fiber Optic Patch Cables – Qty. 2 (single mode fiber, 1 meter length, duplex, LC/ST connectors)

Basis of Payment: This work will be paid for at the contract unit price per Each for FIBER OPTIC ETHERNET DROP AND REPEAT SWITCH which price shall be payment in full for all labor, materials, and equipment required to provide the fiber optic Ethernet drop and repeat switch and associated equipment and deliver it to the Department.

### **CLOSED CIRCUIT TELEVISION CABINET**

Description. This work consists of furnishing and installing a pole mounted equipment cabinet and peripheral equipment at locations indicated in the Plans. These cabinets will be utilized to house critical electrical, optical, and communications equipment as defined in other contract pay items.

Materials. Materials shall be in accordance to the following specifications.

General. The equipment cabinet shall conform to the details shown on the plan sheet. Equipment cabinets shall be mounted and anchored on the poles and structures at locations indicated in the Plans. In addition, all mounting hardware and brackets required to install the equipment cabinet on the pole shall be stainless steel and provided by the Contractor. The mounting heights and pole diameters shall be as specified by the Engineer.

The cabinet shall be a NEMA 3R Single Door Enclosure, constructed from .125" thick aluminum, with nominal outside dimensions of 24" (H) x 14" (W) x 10" (D). The cabinet shall have a natural finish.

The cabinet shall be furnished with a slam lock, neoprene door gasket, vent slots, continuous stainless steel door hinge, and all stainless steel hardware. The cabinet shall also have a Corbin #2 dead bolt lock or skeleton key. The key shall be removable in the lock position only. Two keys shall be supplied for each lock, and all equipment cabinet locks shall be keyed the same. All cables shall be labeled utilizing marking tags.

The cabinet shall be equipped with a main power panel as shown on the cabinet plan detail sheet. The power panel shall include one 15A main breaker, power terminal blocks, and one six outlet power strip with integral surge protection. The power panel shall include a plexi-glass safety shield that covers the power panel.

### Power Strip

The cabinet power strip shall have a minimum of six outlets and integral surge suppression that meets or exceeds the following minimum specifications:

- Let Through Voltage: <85 Volts
- Operating Voltage: 120VAC, 50/60H
- UL Suppressed Voltage Rating: 330V
- Energy Rating: 320J
- Peak Current NM/CM: 13k Amps NM, 13k Amps CM
- EMI/RFI Noise Filtration: >25-60dB

The power strip shall be wired directly to the protected power terminals on the cabinet surge arrester.

### Construction Requirements.

The Contractor shall prepare and submit shop drawings that detail all of the components to be supplied, along with associated mounting hardware for the pole mounted equipment cabinet. The shop drawings must be approved by the Engineer prior installation of the completed cabinet in the field.

The Engineer reserves the right to inspect and/or factory test any completed cabinet assemblies prior to shipment of the material to the project site. Any deviations from these specifications that are identified during such testing shall be corrected prior to delivery of the assembly to the project site.

The Contractor shall install the cabinet to an existing or proposed light pole at the locations show on the plan sheets.

The AC power service to be run to the equipment cabinet shall be terminated. In addition, the cabinet shall be connected to an adequate ground following the Standard Specifications.

The Contractor shall terminate any inbound and outbound fiber optic, CAT5E cables, or wireless antenna leads in the equipment cabinet as shown in the Plans. The Contractor shall terminate any twisted pair communication cable on the termination panel in the equipment cabinet as shown in the Plans. Lugs shall be installed at the end of each conductor suitable for connection to the barrier terminal blocks.

The cabinets located at I-474 @ Airport Road and I-74 @ Brimfield Road RWIS site shall be pedestal mounted. These cabinets shall be equipped with cast aluminum breakaway bases, aluminum posts, bottom stiffener plates in accordance with the applicable sections of Article 1068.01, and a steel helix screw in foundation in accordance with Article 1070.01.

Method of Measurement. This item shall be measured for payment by Each pole mounted equipment cabinet in-place.

Basis of Payment. This work shall be paid for at the contract unit price Each for CLOSED CIRCUIT TELEVISION CABINET, and shall include all equipment, material and labor required to furnish the cabinet and install it as described above, complete.

### **CIRCUIT BREAKER, 1-POLE, 20 AMP, 120V IN EXISTING CABINET**

This work shall consist of furnishing a single pole, rated 20 A circuit breaker that is mounted on an aluminum plate and is installed in a small panel board in an existing cabinet or on the wall of a building at the locations shown on the Plans or as designated by the Engineer. All circuit breakers shall have a molded case. This work shall be in accordance with the requirements set forth under Section 805 and 1086 and Article 1068.01(e)(3) in particular of the Standard Specifications.

Wall mounted breakers shall include an enclosure to house the breaker.

Basis of Payment: This work will be paid for at the contract unit price of Each for CIRCUIT BREAKER, 1-POLE, 20 AMP, 120V IN EXISTING CABINET, which shall be payment in full for all labor, equipment, and materials required to provide the circuit breaker installation described above, complete.



## **UNINTERRUPTABLE POWER SUPPLY, SPECIAL**

The Contractor shall furnish an uninterruptable power supply and install it on the outside of a proposed CCTV cabinet or existing Type IV traffic signal cabinet at the locations shown on the plan sheets.

The uninterruptible power supply shall be an outdoor rated UPS and shall be an Alpha Technologies Micro Secure 100 equipped with a SNMP card or approved equal that meets or exceeds the following specifications:

### Features:

- Integrated, compact rugged UPS featuring all weather protection with durable outdoor NEMA 3R rated plastic enclosure
- Enhanced battery life with wide-range Automatic Voltage Regulation
- Local monitoring and control through RS-232 port or remotely via SNMP Ethernet interface
- Independently programmable relays allow tracking and controlling of key functions
- Simplified troubleshooting through event and alarm logging with time and date stamping
- Maximum mounting flexibility for accommodation of space requirements
- Magnetic input and battery breakers for additional protection

### Electrical:

- Battery String Voltage: 24VDC
- Typical transfer time: 3-5ms
- **Audible noise @ 1M=m: ,40dBA**
- **Operating temperature range: -40°C to 55°C (-40°F to 122°F)**
- **Battery String Voltage: 24Vdc**
- **Nominal Voltage: 120VAC**
- **Nominal Frequency: 60Hz**
- **Current: 2.0A**
- **Voltage Range: 85 to 150VAC**
- **Voltage Waveform: Sine wave**
- Output Current: 4.2A @ 24VAC

Mechanical:

- Dimensions: 11.5H x 15W x 6D (Inches), 292H x 381W x 152D (mm)
- Weight (with 4 x 9Ah Batteries): 45lbs, 20.4kg

Environmental:

- Operating Temperature Range: -40°C to -50°C (-40°F to 122°F)
- Audible Noise @ 25C: 45dBa @ 1 meter (39 in)

Agency Compliance:

- Electrical Safety: UL1778, CSA C22.2 No. 107.3; EN62040-1
- Marks: CCSAUS , CE\*\*
- EMC: CFR47, Part 15 Subpart B, Class A; CES-003 Class A; EN62040-2

Performance:

- Run Time: 2hrs 15 mins @ full load

Basis of Payment: This work will be paid for at the contract unit price per Each for UNINTERRUPTABLE POWER SUPPLY, SPECIAL which price shall be payment in full for all labor, materials, and equipment required to furnish the uninterruptible power supply and install it on a proposed CCTV cabinet or existing traffic signal cabinet as described above, complete.

### **LIGHT POLE, GALVANIZED STEEL, 45 FT. M.H., TENON MOUNT**

This work shall be in accordance with Section 830 and 1069 of the Standard Specifications except as modified herein.

The Contractor shall pick up two metal light pole foundations from the IDOT Warehouse located at 6511 West US Route 150, Edwards, Illinois and deliver them to the job sites Interstate 74 at US Route 150 (East Main) and US Route 34 and IL Route 41/IL Route 164 in Galesburg for installation.

The Contractor shall install the metal foundations in accordance with Articles 836, 1003, and 1070 of the Standard Specifications.

The proposed light poles will be utilized for installing CCTV cameras. The Contractor shall cover the tenon mount with a weatherproof cap to prevent water intrusion.

Identification labels will not be required.

Basis of Payment: This work will be paid for at the contract unit price Each for LIGHT POLE, GALVANIZED STEEL, 45 FT. M.H., TENON MOUNT and shall be payment in full for all labor, materials, and equipment required to deliver the IDOT furnished metal foundations to the job sites and install the light pole and foundations as described above, complete.

### **PCC QC/QA ELECTRONIC REPORT SUBMITTAL**

Effective April 26, 2013

The Contractor's QC personnel shall be responsible for electronically submitting PRO and IND MI 654 Air, Slump, Quantity and PRO MI 655 PCC Strength Reports to the Department. The format for the electronic submittals will be the PCC QC/QA reporting program, which will be provided by the Department. Microsoft Office 2007 or newer is required for this program which must be provided by the Contractor.

### **PCC AUTOMATIC BATCHING EQUIPMENT**

Effective April 23, 2010

Revised November 8, 2013

Portland cement concrete provided shall be produced from batch plants that conform to the requirements of Article 1103.03 (a) and (b) of the Standard Specifications for Road and Bridge Construction. Semi-automatic batching will not be allowed.

In addition, the batching plant shall be a computerized plant interfaced with a printer and shall print actual batch weights, added water, tempering water, mixing time, and amount of Each additive per batch. At the discretion of the Engineer, archived electronic versions of batch proportions will be acceptable. Truck delivery tickets will still be required as per Article 1020.11 (a)(7).

### **JUNCTION BOX (SPECIAL)**

This work shall be in accordance with Sections 815 and 1088 of the Standard Specifications except as modified herein.

This work shall consist of furnishing and installing a junction box constructed of polymer concrete.

The junction box shall conform to the following specifications:

#### **Cover:**

Material: Polymer Concrete  
Nominal Dimensions: 11" W x 20" L"  
Gasketed, Heavy Duty Lid with 2 Bolts  
Design/Test Load: 15,000/22,500 lbs.  
ANSI Tier: 15  
Gasketed

#### **Box:**

Material: Polymer Concrete  
Nominal Dimensions: 11" W x 20" L x 24" D  
Open Bottom  
Design/Test Load: 22,500/33,750 lbs.  
ANSI Tier: 22

The junction box shall be installed to match the proposed grade and shall be encased with a minimum of six inches of concrete around all sides.

The material surrounding the junction box shall be Class SI concrete in accordance with Section 1020 of the Standard Specifications.

The junction box and cover shall be a composite concrete according to Article 1088.07 of the Standard Specifications.

**Basis of Payment:** This work will be paid for at the contract unit price Each for JUNCTION BOX (SPECIAL) and shall be payment in full for all labor, materials, and equipment required to furnish and install the junction box described above, complete.

## APPLICATION SERVER

The Contractor shall furnish a computer server complete with accessories (material only) and deliver it to the IDOT District 4 headquarters in Peoria

The computer shall be a HP ProLiant DL380 Gen 9 hot plug server, Dell PowerEdge R730 server, or approved equal that meets or exceeds the following minimum specifications:

- Operating System: Two Copies of Windows Server 2012 Standard Edition R2 (with latest service pack) licenses shall be furnished with each server
- Hard disk: Six 1 TB 6Gbps 2.5 SAS Dual Port 15,000 rpm Enterprise Hard Drives, Hot-swappable, RAID 5 drive set with P440ar Smart Array Controller with 2GB Flash Based Write Cache
- Motherboard: 2400 MHz FSB clock speed with minimum of 2 dedicated PCI –E slots. All slots shall support bus mastering.
- Two Intel Xeon E5-2660 v4 2.0 Ghz 14 Core processor (70 MB L3 Cache) with Hyper-Threading Technology and Intel Turbo Boost Technology 2 shall be provided.
- Embedded Serial ATA/300 controller
- The following ports shall be provided:
  - Four LAN RJ-45 10/100/1000 NIC connector
  - Two LAN 10 Gigabit Ethernet SFP+
  - Five USB 3.0 ports (1 front, 2 rear, 2 internal)
  - Two USB 2.0 ports (front)
  - Two VGA display port (1 front, 1 rear)
- Expansion bays: 8 x 2.5" Drive Bay Hot-swappable Bays
- 
- Expansion slots: 2 (total) / 0 (free) x CPU; 24 (total) / 20 (free) x DIMM 288-pin; 2 (total) / 2 (free) x PCIe 3.0 x16 - half-length, full-height (x8 mode); 2 (total) / 2 (free) x PCIe 3.0 x8 - half-length, full-height; 1 (total) / 1 (free) x microSD Card (internal); 2 (total) / 2 (free) x PCIe 3.0 x16 - full-length, full-height

- Memory: Minimum of 192 GB (6x32GB RDIMM) of PC4-17000 DDR4 SDRAM @ 2400MHz (Advanced ECC) memory (expandable to 768 GB). At least one memory bank shall remain open for future expansion. A total of six slots shall be provided.
- Graphics Controller: 16MB Shared DDR4 SDRAM (Resolutions up to 1600 x 1200 16bpp @ 75 Hz)
- Remote Management The server shall be equipped with a remote management controller and remote management software
- Case: 2U Rack, Equipped with all brackets, hardware, and other items required for rack mounting
- Power Supply Two Hot Swappable 800 Watt power supplies shall be furnished
- Pointing Device: A USB 3-button, optical wheel mouse shall be supplied.
- Keyboard: A USB standard Windows keyboard shall be supplied
- Network Interface: The server shall be supplied with four Integrated Network Interface Cards (NIC) supporting 10/100/1000 MB/s and using 32-bit PCI bus-mastering technology. The cards shall have UTP (RJ-45) connectors. The cards shall be compliant with PCI local bus specification 2.0 and IEEE 802.3 for Ethernet. The card shall also support Netflex-3 technology. The server shall be equipped with two SFP + ports.
- Optical Drive SATA DVD RW Drive
- Warranty Three-year on-site parts and labor (Next Business Day) including telephone technical support
- Recovery Media Drivers, Application Software, and Operating System Installation and/or recovery media (CD or DVD) shall be included, Power Cord

The Contractor shall also furnish one rack mounted LCD console (material only). The LCD console shall be a Belkin 19-inch Widescreen LCD Rack Console (Part Number F1DC101H) or approved equal that meets or exceeds the following specifications:

#### GENERAL

- Product Type: • 19 inch LCD Rack Console Widescreen
- Rail Type: • Single-Rail Technology
- Form Factor: • 1U Rack-mountable
- Material/Enclosure: • High-Impact Plastic & Steel
- Built-In KVM Switch: • No
- Weight: • 23.8 lbs (10.8kg)
- Dimensions: • 19 x 29 x 1.75 in. (482.6 x 736.6 x 44.5 mm)
- Users: • 1
- Keyboard Type: • Laptop Style
- Keyboard/Mouse Connection: • PS/2, USB
- Operating Life of Keys: • 8 Million Cycles
- Mouse Type: • Touch Pad Style

#### DISPLAY

- Display Type: • 19" LCD Widescreen, TFT active matrix
- Maximum Resolution: • 1440 x 900 / 65 Hz
- Display Connection: • Analog VGA
- Color Depth: • 16.7 million colors
- Aspect Ratio: • 16:9
- Pixel Pitch: • 0.2835 mm

- Response Time: • 5 ms
- Viewing Angle: • 170 degrees vertical/178 degrees horizontal
- Image Contrast Ratio • 1000:1

#### POWER/ENVIRONMENT

- Power Rating: • Auto-Switching 100 to 240VAC, 50 to 60Hz, 48 Watt
- Power Supply Type: • Built-in
- Operating Temperature: • 32° to 104°F (0° to 40°C)
- Storage Temperature: • -4° to 140°F (-20° to 60°C)
- Humidity: • 0–80% RH, Non-Condensing

#### WARRANTY

- Manufacturer's Warranty: • Two years

Basis of Payment: This work will be paid for at the contract unit price per Each for APPLICATION SERVER which price shall be payment in full for all labor, materials, and equipment required to provide the application server, rack mount console, KVM switch, and accessories described above and deliver it to the Department.



## WEB SERVER

The Contractor shall furnish a computer server complete with accessories (material only) and deliver it to the IDOT District 4 headquarters.

These servers will be utilized in the ATMS software upgrade as database servers.

The computer shall be a HP ProLiant DL380 Gen 9 hot plug server, Dell PowerEdge R730 server, or approved equal that meets or exceeds the following minimum specifications:

- Operating System: One copy of Windows Server 2012 Standard Edition R2 (with latest service pack) licenses shall be furnished with each server
- Hard disk: Six 1 TB 6Gbps 2.5 SAS Dual Port 15,000 rpm Enterprise Hard Drives, Hot-swappable, RAID 5 drive set with P440ar Smart Array Controller with 2GB Flash Based Write Cache
- Motherboard: 2400 MHz FSB clock speed with minimum of 2 dedicated PCI –E slots. All slots shall support bus mastering.
  - Two Intel Xeon E5-2650 v4 2.2 Ghz 12 Core processor (30 MB L3 Cache) with Hyper-Threading Technology and Intel Turbo Boost Technology 2 shall be provided.
  - Embedded Serial ATA/300 controller
  - The following ports shall be provided:
    - Four LAN RJ-45 10/100/1000 NIC connector
    - Two LAN 10 Gigabit Ethernet SFP+
    - Five USB 3.0 ports (1 front, 2 rear, 2 internal)
    - Two USB 2.0 ports (front)
    - Two VGA display port (1 front, 1 rear)
  - Expansion bays: 8 x 2.5" Drive Bay Hot-swappable Bays
  - Expansion slots: 2 (total) / 0 (free) x CPU; 24 (total) / 20 (free) x DIMM 288-pin; 2 (total) / 2 (free) x PCIe 3.0 x16 - half-length, full-height (x8 mode); 2 (total) / 2 (free) x PCIe 3.0 x8 - half-length, full-height; 1 (total) / 1 (free) x microSD Card (internal); 2 (total) / 2 (free) x PCIe 3.0 x16 - full-length, full-height

- Memory: Minimum of 32 GB (2x16GB RDIMM) of PC4-17000 DDR4 SDRAM @ 2400MHz (Advanced ECC) memory (expandable to 768 GB). At least one memory bank shall remain open for future expansion. A total of six slots shall be provided.
- Graphics Controller: 16MB Shared DDR4 SDRAM (Resolutions up to 1600 x 1200 16bpp @ 75 Hz)
- Remote Management The server shall be equipped with a remote management controller and remote management software
- Case: 2U Rack, Equipped with all brackets, hardware, and other items required for rack mounting
- Power Supply Two Hot Swappable 800 Watt power supplies shall be furnished
- Pointing Device: A USB 3-button, optical wheel mouse shall be supplied.
- Keyboard: A USB standard Windows keyboard shall be supplied
- Network Interface: The server shall be supplied with four Integrated Network Interface Cards (NIC) supporting 10/100/1000 MB/s and using 32-bit PCI bus-mastering technology. The cards shall have UTP (RJ-45) connectors. The cards shall be compliant with PCI local bus specification 2.0 and IEEE 802.3 for Ethernet. The card shall also support Netflex-3 technology. The server shall be equipped with two SFP + ports.
- Optical Drive SATA DVD RW Drive
- Warranty Three-year on-site parts and labor (Next Business Day) including telephone technical support
- Recovery Media Drivers, Application Software, and Operating System Installation and/or recovery media (CD or DVD) shall be included, Power Cord

Basis of Payment: This work will be paid for at the contract unit price per Each for WEB SERVER which price shall be payment in full for all labor, materials, and equipment required to provide the application server and accessories described above and deliver it to the Department.

## **NETWORK SECURITY APPLIANCE**

The Contractor shall furnish a network security appliance and deliver it to the Department (material only).

The firewall shall be a Juniper Networks SRX220 Services Gateway Model SRX220H2 (with 2 GB of DRAM, 2 GB flash memory, rack mounting kit (SRX220-RMK), and 3 Year Security Software Subscription which includes Sophos Antivirus, Enhanced Web Filtering, Sophos AS, AppSecure, and IDP Deep Inspection (SRX220-S-SMB4-CS-3) or approved equal.

The firewall shall be a rack mounted security appliance that meets or exceeds the following minimum specifications:

### Features:

- Eight 10/100/1000 Ethernet LAN ports, Two SRX Series Mini-PIM slot, and 2 USB ports (support for 3G USB)
- Factory option of 4 dynamic Power over Ethernet (PoE) ports 802.3af
- Support for T1/E1, serial, ADSL/2/2+, VDSL, G.SHDSL, and Ethernet small form-factor pluggable transceiver (SFP)
- Content Security Accelerator hardware for faster performance of IPS and ExpressAV (with high memory version)
- Full UTM1; antivirus1, antispam1, enhanced Web filtering1, and content filtering
- Intrusion prevention system1, User role-based firewall, and AppSecure1
- 2 GB DRAM, 2 GB flash default

### Maximum Performance and Capacity:

- Firewall throughput (large packets): 950 Mbps
- Firewall throughput (IMIX)(2): 300 Mbps
- Firewall packets per second (64 byte): 125 Kpps
- Firewall Performance (HTTP): 350 Mbps
- IPsec VPN Throughput (Large Packets): 100 Mbps
- IPsec VPN Tunnels: 512
- AppSecure Firewall Throughput: 300 Mbps
- IPS (Intrusion Prevention System): 80 Mbps
- Connections per second: 2,800
- Maximum concurrent sessions: 96,000
- New sessions/second: 2,800
- Maximum security policies: 2048
- Maximum users supported: Unrestricted
- DRAM: 2 GB

Network Connectivity:

- Fixed I/O: 8x10/100/1000
- Physical Interface Module (PIM) slots: 2
- Modular WAN/LAN interface options: (PIMs/uPIMs)

Protocols:

- IPv4, IPv6, ISO Connectionless Network Service (CLNS)

Routing and Multicast:

- Static routes, RIPv2 +v1, OSPF/OSPFv3, BGP, BGP Router Reflector1, IS-IS
- Multicast (Internet Group Management Protocol, (IGMPv1/2/3), PIM-SM/DM/SSM, Session Description Protocol (SDP), Distance Vector Multicast Routing Protocol (DVMRP), source-specific, Multicast inside IPsec tunnel), MSDP
- MPLS (RSVP, LDP, Circuit Cross-connect (CCC), Translational Cross-connect (TCC), Layer 2 VPN (VPLS), Layer 3 VPN, VPLS, NGMVPN)

IP Address Management:

- Static
- DHCP, PPPoE client
- Internal DHCP server, DHCP Relay

Address Translation:

- Source NAT with Port Address Translation (PAT)
- Static NAT
- Destination NAT with PAT
- Persistent NAT, NAT64

Encapsulations:

- Ethernet (MAC and VLAN tagged)
- Point-to-Point Protocol (PPP) (synchronous), Multilink Point-to-Point Protocol (MLPPP)
- Frame Relay, Multilink Frame Relay (MLFR) (FRF.15, FRF.16), FRF.12, LFI
- High-Level Data Link Control (HDLC)
- Serial (RS-232, RS-449, X.21, V.35, EIA-530)
- 802.1q VLAN support
- Point-to-Point Protocol over Ethernet (PPPoE)

L2 Switching:

- 802.1Q, 802.1D, RSTP, MSTP, 802.3ad (LACP)
- 802.1x, LLDP, 802.1ad (Q-in-Q), IGMP Snooping
- Layer 2 switching with high availability

Traffic Management Quality of Service (QoS):

- 802.1p, DSCP, EXP
- Marking, policing, and shaping
- Class-based queuing with prioritization
- Weighted random early detection (WRED)
- Queuing based on VLAN, data-link connection identifier (DLCI), interface, bundles, or multi-field (MF) filters
- Guaranteed bandwidth
- Maximum bandwidth
- Ingress traffic policing
- Priority-bandwidth utilization
- DiffServ marking
- Virtual channels

Security Firewall:

- Firewall, zones, screens, policies
- Stateful firewall, stateless filters
- Network attack detection
- Screens denial of service (DoS) and provides distributed denial of service (DDoS) protection (anomaly-based)
- Prevent replay attack; Anti-Replay
- Unified Access Control: TCP reassembly for fragmented packet protection, Brute force attack mitigation, SYN cookie protection, Zone-based IP spoofing, Malformed packet protection

NGFW/UTM3:

- Intrusion Prevention System (IPS): Protocol anomaly detection, Stateful protocol signatures, Intrusion prevention system (IPS) attack pattern obfuscation, User role-based policies
- Customer signatures creation
- Multiple times a week and emergency updates
- AppSecure: AppTrack (application visibility and tracking), AppFirewall (policy enforcement by application name), Custom signatures, AppQoS (network traffic prioritization and bandwidth management), Dynamic signature updates, User-based application policy enforcement
- Antivirus: Express AV
- File-based antivirus: Signature database, Antispyware, Anti-adware Antikeylogger
- Cloud-based antivirus
- Antispam
- Integrated enhanced Web filtering: Category granularity (90+ categories), Real time threat score
- Redirect Web filtering
- Content Security Accelerator in SRX210 high memory, SRX220, SRX240, SRX550, and SRX6504
- ExpressAV option in SRX210 high memory, SRX220 high memory, SRX240, SRX550, and SRX6504
- Content filtering: Based on MIME type, file extension, and protocol commands

VPN:

- Auto VPN (Zero Touch Hub)
- Tunnels (GRE, IP-IP, IPsec)
- IPsec, Data Encryption Standard (DES) (56-bit), triple Data Encryption Standard (3DES) (168-bit), Advanced Encryption Standard (AES) (128-bit+) encryption
- Message Digest 5 (MD5), SHA-1, SHA-128, SHA-256 authentication
- Junos Pulse Dynamic VPN client; browser-based remote access feature requiring a license
- IPv4 and IPv6 VPN
- Multi-Proxy ID for site-to-site VPN

Multimedia Transport:

- Compressed Real-Time Transport Protocol (CRTP)

High Availability:

- VRRP
- JSRP
- Stateful failover and dual box clustering
- Backup link via 3G/4G LTE wireless or other WAN
- Active/active—L3 mode5
- Active/passive—L3 mode5
- Configuration synchronization5
- Session synchronization for firewall and VPN5
- Session failover for routing change5
- Device failure detection5
- Link failure detection5
- IP Monitoring with route and interface failover

IPv6:

- OSPFv3
- RIPng
- IPv6 Multicast Listener Discovery (MLD)
- BGP
- ISIS

Wireless:

- CX111 Cellular 3G/4G/LTE Broadband Data Bridge supported on all branch SRX Series devices
- 3G USB modem support for SRX100, SRX110, and SRX210

SLA, Measurement, and Monitoring:

- Real-time performance monitoring (RPM)
- Sessions, packets, and bandwidth usage
- Juniper J-Flow monitoring and accounting services
- IP Monitoring

Logging:

- Syslog
- Traceroute
- Extensive control- and data-plane structured and unstructured syslog

Administration:

- Juniper Networks Network and Security Manager support (NSM)
- Juniper Networks Junos Space Security Director support
- Juniper Networks STRM Series Security Threat Response Managers support
- Juniper Networks Advanced Insight Solutions support
- External administrator database (RADIUS, LDAP, SecureID)
- Auto-configuration
- Configuration rollback
- Rescue configuration with button
- Commit confirm for changes
- Auto-record for diagnostics
- Software upgrades (USB upgrade option)
- Juniper Networks J-Web
- Command-line interface
- Smart image download

Additional Software Options to be Furnished with Firewall:

Three year security subscription for enterprise (includes Sophos AV, enhanced WF, Sophos AS, AppSecure and IDP on SRX220) (SRX220-S-SMB4-CS-3)

Basis of Payment: This work will be paid for at the contract unit price per each for NETWORK SECURITY APPLIANCE which price shall be payment in full for all labor, materials, and equipment required to furnish the network security appliance and accessories described above and deliver it to the Department.

**ATMS SOFTWARE (CORE MODULE)**

The Contractor shall furnish and install a system software upgrade for the District 4 Advanced Traffic Management System.

The ATMS software upgrade shall be furnished and installed by Q-Free (formerly Open Roads Consulting) for integration into the existing ITS system.

The existing ATMS software shall be upgraded from OpenTMS Enterprise version 7 to the latest version of OpenTMS Enterprise (currently version 8).

Additional information on OpenTMS Enterprise version 8 can be viewed at [http://www.openroadsconsulting.com/content/wp-content/uploads/2013/06/OpenTMS-Modules\\_web.pdf](http://www.openroadsconsulting.com/content/wp-content/uploads/2013/06/OpenTMS-Modules_web.pdf)

The existing ATMS software shall remain in operation until the upgraded software has been thoroughly tested, configured, deployed and is ready for use.

The ATMS software upgrade shall maintain all current functionality that is available with the existing software. As part of the software upgrade, the following items shall be provided:



Open TMS Base System. The Contractor shall furnish, configure, and deploy the following components:

- Map GUI: The map GUI shall be upgraded to utilize Google Maps. The Department shall furnish current GIS data for migration into the map GUI
- Security Module
- Administration Portal

OpenTMS is a fully web-enabled application that performs in all standard browsers on both desktop and mobile devices. The graphical user interface (GUI) provides the user the ability to view configured devices on a map with their latest status, click on devices from the map to view device specific data, and access modules, along with their devices from a menu and/or lists.

The base system includes the following features:

- The graphical user interface consists of a GIS map, mapping tools, management of map layers, legend of icons, and menus that are accessed via desktop or tablet
- Customizable desktop with multiple windows and/or tabs in order to better perform duties or multitask
- Integrated components to view the status of covered roadways, control ITS devices, and manage critical data

ATMS Software Modules. The Contractor shall furnish, configure and deploy the following software modules:

- Dynamic Message Sign Module

The Message Sign module enables TMC operators to post messages that offer travelers timely and pertinent information regarding current traffic conditions, alternate routes, and travel time. The Message Sign module provides functionality to post messages, create and manage message libraries, monitor the status of the signs, and capture all interactions.

The Message Sign module includes the following features:

- Immediate confirmation of when a sent message is displayed on the sign
- Robust message libraries with keyword search, ability to add, copy, edit, delete, or preview library messages
- Full and common control of many different brands of both fixed and portable sign boards
- Dynamically move mobile sign icons on map and new location displays on all workstations.
- Device testing and diagnostics
- Graphic message integration

- Traffic Sensor Station Module

The Traffic Detector module collects and distributes traffic conditions and vehicle classification data. OpenTMS supports a wide variety of manufacturers including Peek, Siemens, Wavetronix, EIS, and Econolite.

The Traffic Sensor Station Module includes the following features:

- Enables users to monitor traffic flow across the network by graphically displaying volume, flow, occupancy, and speed for each sensor station
- Views can be set up for individual zones or for the entire sensor station by direction
- Enables users to perform comparisons with historical readings of the sensor stations
- Real-time tabular display of the last polled values by lane; realtime comparison of historical vs. real-time values; and realtime, color-coded congestion/occupancy and speed maps with tool tips

- Environmental Sensor (RWIS) Module

The Environmental Sensors module delivers a view of weather and road conditions based on sensor data obtained from roadside weather stations. Alarms are issued when preset sensor thresholds are crossed and warn the operator of hazardous weather conditions that could warrant action. Operators view video from cameras mounted at the weather station to confirm conditions such as fog, rain, snow, or ice.

The Environmental Sensor (RWIS) module includes the following features:

- Monitor weather sensor readings, battery voltage, status, and health of deployed stations
- Tabular display of most recent sensor readings
- Graphical display of sensor readings at six operator selected time intervals
- Alerts sent to preconfigured pager and email addresses when a configured threshold is
- crossed
- Real-time map display of the weather stations within the system, with standard tool tips

- CCTV Camera Module

The Camera module includes the unique capability to control and manipulate common TMC video walls directly from an operator workstation. It features a simple-to-use, “click-and-drag” graphical user interface (GUI) for the pan, tilt, zoom, focus, and iris control of each CCTV camera. Additionally, OpenTMS offers multiple options for mass distribution of CCTV video to Features public websites, and local media outlets.

The CCTV Camera module includes the following features:

- Allows streaming video to be viewed via the web browser
- Powerful video content analysis for detecting moving or stopped objects
- Full PTZ control
- Create and manage camera presets and tours
- Support for video wall and video switching
- Recording and archiving
- VBS (Video Broadcast Server) for Vicads stream replication

- Alerts Module:

The alerts module collects alerts from various systems and ITS devices and disseminates them to the operators via alert notification dialogue boxes, audible alerts, text messages, and emails.

The module shall process all alerts from the existing highway-rail interface, Peoria County CAD system, and Tazewell County CAD system and disseminate them to the end user.

The Contractor shall fully integrate the existing CAD connections with Peoria and Tazewell County and the existing highway-rail crossing interface into the proposed software.

- Incident Management Module:

The Incident Management (IM) module enables operators to manage the full lifecycle of incidents from verification through response and closing. An intuitive workflow makes it easy to quickly enter data and disseminate information to key stakeholders and the traveling public. OpenTMS includes an automated incident response system that incorporates a real-time business rules engine to prescribe response plans based on an agency’s operating procedures. Response plans also include automated notifications which can be configured to identify and notify key stakeholders via email, pager, and subscription services.

The Incident Management module includes the following features:

- OpenTMS supports both manual and automated detection of incidents
  - Automated response plans • Rules-based decision support system
  - Graphical incident timeline
  - Analysis and performance monitoring tools
- Planned Events Module

The Planned Events module enables agencies to schedule and manage events. Activities are managed as a hierarchical relationship of projects, events, and closures, allowing users to easily manage both large complex construction activities and simple one-time events.

The Planned Events module includes the following features:

- Manage ITS device plans
  - Automatic event scheduling (Time-of-day, Recurring, One-time)
  - User initiated on-demand activation
- OpenVideo (VICADS) Video Management Module

The ATMS software provider shall upgrade VICADS to the latest version.

- OpenVideo is a video management solution integrated with OpenTMS to enable more functionality. OpenVideo is a stand-alone client that is installed on each workstation and offers more extensive video processing and advanced features like video wall control and video recording. OpenVideo plays video directly from the cameras unlike many commercial systems that require the video to go through an intermediate device for recording and/or transcoding before delivery to the client. The module includes functionality to block cameras for both internal users and public distribution and a VBS (Video Broadcast Server) for Vicads stream replication.

## MILESTONES FOR COMPLETION OF ATMS SOFTWARE UPGRADE

The installation of the ATMS software upgrade under the provisions of this contract requires that the Contractor meet several specific milestones to ensure that the software can be successfully deployed and integrated into the existing Intelligent Transportation System.

The milestones and their associated dates of completion are as follows:

### Milestone 1

Initial document submittal: The Contractor shall submit all required documentation as outlined in the section titled "Initial Documentation Submittal."

The Contractor shall meet this milestone within 45 calendar days of contract award.

## Milestone 2

Initial hardware and software deployment: The Contractor shall install and configure the proposed servers and associated hardware for operation with the ATMS. All virtual servers shall be created and operational. The Contractor shall have OpenTMS version 8 installed and operational and shall be able to demonstrate that the software has at least fifty (50%) percent of the required functionality of the existing ATMS software. The Contractor shall also demonstrate that the ATMS software is capable of partial integration into the existing ITS system.

The Contractor shall meet this milestone within 90 calendar days of contract award.

## Milestone 3

System acceptance and testing plan submittal: The Contractor shall submit a detailed system deployment, acceptance, and testing plan. The plan shall provide information on all processes including methods for defining, documenting, and addressing issues that arise during deployment and the operational testing period.

The Contractor shall meet this milestone within 120 calendar days of contract award.

## Milestone 4

ATMS software deployment and operational testing: The Contractor shall deploy the ATMS software in all locations for use by the ATMS operators. The software shall be fully operational and have all of the required functionality. The software will begin the 60-day operational test. The Contractor shall also deploy the ATMS external web interface for operational testing as part of this milestone.

The Contractor shall meet this milestone within 150 calendar days of contract award.

## Milestone 5

Completion of outstanding issues: The Contractor shall correct all outstanding issues with the ATMS software to the satisfaction of the Department after the completion of the operational test period.

The Contractor shall meet this milestone within sixty (60) calendar days of receiving the list of outstanding issues from the Department.

## Milestone 6

Completion of training: The Contractor shall complete all training for the ATMS software to the satisfaction of the Department after the completion of Milestone 5.

The Contractor shall meet this milestone within thirty (30) calendar days of receiving the list of outstanding issues from the Department.

The Contractor shall have all required equipment and materials installed, tested and operational within the time frames specified below, unless directed otherwise by the Engineer:

## INITIAL DOCUMENTATION SUBMITTAL

Within forty-five (45) calendar days upon award of the project, the Contractor shall submit the following items to the Department for approval:

- Proposed work plan for ATMS software upgrade, testing, and deployment. The work plan shall contain detailed schedules that coincide with the milestones for review and approval by the Department. This schedule shall include the anticipated delivery, installation, and testing schedule for all equipment and components. It is desired to have this schedule depicted in a critical path format with the controlling item identified.
- Detailed system drawings that depict system processes and software architecture. The Contractor shall submit schematics showing all interconnections included in the system, including those between the existing equipment and the proposed system and locations of proposed equipment.
- Shop drawings for all hardware, software, and other items that will be used in this contract.

After the initial documentation submittal, the Contractor shall meet with the Department via teleconference to discuss the review and subsequent approval and/or revisions of these items.

## Project Management

The Contractor shall provide project management, administration, and internal coordination activities required for a successful project, including, but not limited to the following:

- Monthly progress reports summarizing, per subtask, the work conducted during the reporting period
- Regular coordination and communications with the Department and any other parties associated with the deployment of the ATMS software; and
- Minutes of meetings held with the Department and any other parties associated with the deployment of the ATMS software.

## EXISTING ITS SYSTEM COMPONENTS

The existing system components are configured and comprise a fully operational system.

Upon request, the Department will provide the Contractor with information on the existing ITS system configuration.

The Contractor shall use the existing infrastructure to the greatest extent. The Contractor shall provide the Department with documentation detailing the specific hardware specifications for approval prior to procurement and deployment.

## PROPOSED ITS SYSTEM HARDWARE

The Contractor shall be responsible for configuring, installing, testing, and integrating all proposed hardware (paid for separately under pay items for DATABASE SERVER and APPLICATION server) that is required for the software upgrade into the existing ITS system.

In the event that the proposed ATMS system requires additional hardware and software, the Contractor shall provide the software and/or hardware to the Department as his or her expense. The Contractor shall submit catalog cut sheets for each item along with a description of the item and its required functionality within the system to the Department for review and approval prior to procurement. The Contractor shall furnish, configure, install, test, and integrate the additional components into the system to provide a fully functional and operational system.

Additionally, if the proposed ATMS system requires additional file/application servers and/or database servers in excess of the pay item quantities, the Contractor shall provide these to the Department at his or her expense. The pay items quantities will not be adjusted for additional items. These items shall be subject to the performance specifications contained within this document.

## ATMS Software LICENSING

The ATMS software upgrade shall be licensed for unlimited use within the State of Illinois and IDOT Districts 1 through 9 with unlimited device and unlimited user licenses for deployment in the districts and statewide.

The Contractor shall create and maintain documentation for the software in accordance with the best industry standards including the creation and/or subsequent revisions of the application programming interface, software architecture/design documentation, and technical documentation including source code and specific interface documentation.

In the event that the Contractor or its assigned agent is no longer able to provide support for the ATMS software and there is no upgrade path offered for the software, the Contractor shall make this documentation available to the Department upon request.

In the event that the software upgrade incorporates software that is licensed to other governmental entities, the Contractor shall secure all licensing rights prior to commencing work on this contract. The licensing documentation shall be submitted with the initial documentation submittal.

## ATMS SOFTWARE Deployment

As part of the deployment, the Contractor shall perform the following:

- Integrate the proposed ATMS software with the existing infrastructure.
- Install and configure all hardware required to provide the system functionality as specified.
- Submit detailed schematics showing all interconnections required for the ATMS software including those between the existing equipment and the proposed system and locations of proposed equipment. The existing system drawing CAD files will be made available to the Contractor upon request.
- Submit a detailed System Acceptance Test Plan for review and approval by the Department. This System Acceptance Test Plan shall include two tests: the System Configuration Test and the System Operational Test. The System Configuration Test will validate the system and demonstrate that the ATMS software is configured correctly and works with the existing equipment. The System Operational Test is a sixty day operational test that will demonstrate that the ATMS software is fully functional and meets all of the requirements. Upon approval of the System Acceptance Test Plan by the Department, the Contractor shall carry out the System Acceptance Tests within the time frame required to meet the milestone dates.

The 60-day operational test will be suspended in the event of serious issues including, but not limited to, system instability, system crashes, excessive system reboots, system lockups, and system non-performance. The 60-day operational test will not be restarted until the Contractor has corrected the issues to the satisfaction of the Department.

At the end of the sixty-day (60-day) operational test period, the Department will provide the Contractor with a list of any outstanding issues that will need to be corrected by the Contractor prior to final acceptance of the ATMS software. The Contractor shall address and correct these issues to the satisfaction of the Department within a sixty-day (60-day) time period.

## ATMS SOFTWARE SUPPORT and warranty

The Contractor shall provide the following:

- The Contractor shall warranty the ATMS software for a one year period. The warranty shall include parts, labor, and materials and shall begin after final acceptance by the Department.
- During the warranty period, the Contractor shall provide corrective maintenance to address and repair any issues that arise with the proposed implementation of the upgraded ATMS software. Corrective maintenance does not include upgrades, preventive maintenance, scheduled maintenance, replacement of equipment, enhancements, or consulting support.



- All hardware equipment supplied under this contract shall have a minimum two-year, manufacturer's warranty (parts and labor) that begins after final acceptance.
- All servers shall have a minimum three-year, manufacturer's warranty (parts and labor) with on-site service.
- All ATMS system software and the core system hardware (servers) shall be supported through a twenty-four (24) hours per day, seven (7) days per week contact list with a two-hour response time during normal working hours Monday through Friday and an eight hour response time during weekends and holidays for callback to initiate support.

Warranty and maintenance requirements:

- Failed hardware components shall be replaced within one (1) business day or less from the receipt of the telephone call.
- One complete set of manuals, in electronic format, shall be supplied on a CD or DVD for all systems and hardware provided as part of the contract.
- All instruction sheets and other documentation required to be furnished by the manufacturer for materials and supplies and for operations shall be delivered to the Engineer prior to the acceptance of the project, with the following warranties and guarantees:
  - The manufacturer's standard written warranty for each piece of equipment furnished under the contract.
  - The Contractor's written guarantee that, for a period of two years after the date of final acceptance of the project, all necessary repairs to or replacement of said warranted equipment, or apparatus shall be made by the Contractor at no cost to the Department.
  - The Contractor's written guarantee for satisfactory operation of all hardware and software furnished and constructed under the contract for a period of two years (three years for computer workstations and servers) after final acceptance of the project.
  - The Contractor shall furnish a warranty certificate that lists each component and includes the equipment description and details, serial numbers, effective dates, and the details of the warranty regarding materials and labor. The warranty period shall begin on the date of final acceptance and the warranty certificate shall reflect this date.

The Contractor will not be responsible for components that are not provided under this contract.

## REMOTE ACCESS CAPABILITIES

The Department will provide remote access capabilities into the Intelligent Transportation System to provide the Contractor with the ability to perform work remotely for the initial deployment of the ATMS software upgrade and for maintenance purposes.

## SYSTEM IMPLEMENTATION, EQUIPMENT INTEGRATION AND SUPPORT

The Contractor shall ensure that all components meet the minimum specifications, are compatible with one another, and are integrated to enable the system to perform all functions to the satisfaction of the Engineer.

All other work (labor, equipment, and materials) required for the implementation of this contract, including but not limited to, misc. software and hardware, firewalls, VPN software, reconfiguration of existing components, programming, licenses, etc. will not be paid for separately.

## ATMS SOFTWARE TRAINING

As part of the deployment, the Contractor shall provide on-site training for technicians and operators of the system and equipment. This training will address normal operations of the system, routine system maintenance, provisioning and system setup, and fault diagnosis and system repair.

The Contractor shall provide the following training:

- (2) 8-hour ATMS operations training sessions with capacity for twelve (12) participants for IDOT District Four operators.
- One (1) 8-hour ATMS maintenance training session with capacity for four (4) participants for IDOT District Four ATMS system administrators. Maintenance training sessions may be performed remotely at the discretion of the Department.

All training sessions shall be held at the IDOT District Four Communication Center or partner agency locations. Training shall be hands-on with ample time for questions. The Contractor shall submit a training outline to the Department for approval prior to commencing training. The Contractor shall furnish training manuals that contain a course outline, ATMS software operation information, hands-on training exercises, and any other pertinent items for each participant.

## ATMS SOFTWARE (CORE MODULE)

Payment Schedule: The payment schedule for this pay item is listed below:

- Initial documentation submittal (10%)
- Initial hardware and software deployment (15%)
- System acceptance test plan submittal and approval by the Department. (15%)

- System acceptance test initiation. The acceptance test is comprised of two parts: a system configuration test to verify that system is configured correctly and that it works with the existing equipment, and a 60-day operational test to demonstrate that the system is functional and meets the requirements. The 60-day operational test will be stopped in the event of serious issues including, but not limited to, system instability, system crashes, excessive system reboots, system lockups, and system non-performance. The 60-day operational test will not be restarted until the Contractor has corrected the issues to the satisfaction of the Department. (30%)
- Successful completion of system acceptance test and completion of all outstanding issues. (20%)
- System documentation delivery. (5%)
- System training completion. (5%)

Basis of Payment: This work will be paid for at the contract unit price per Lump Sum for ATMS SOFTWARE (CORE MODULE) which price shall be payment in full for all labor, materials, and equipment required to furnish and install the upgrade to the ATMS software that meets all of the requirements described above with deployment, integration, and testing as specified in this document, complete.

## **MISCELLANEOUS ELECTRICAL WORK**

The Contractor shall perform the following items:

### Fiber Splicing and Termination in East Peoria

There is existing IDOT fiber optic cable that runs from the East Peoria Public Safety Building located at 201 West Washington Street to the East Peoria Public Works Building located at 2232 East Washington Street.

The Contractor shall re-terminate and re-splice the fiber as follows:

- East Peoria Public Safety Building: The Contractor shall furnish and install a new rack mounted 48 fiber termination enclosure in the existing rack inside ITS cabinet. The Contractor shall terminate 24 fibers with ST connectors.
- IL 116 (Main) & IL 8 (Camp): The Contractor shall furnish and install a new 96 fiber enclosure in the existing cabinet and terminate 24 fibers from each cable end with ST connectors. The remaining fibers shall be fusion spliced to create a continuous link from the East Peoria Public Safety Building to the East Peoria Public Works Building.
- East Peoria Public Works Building: The Contractor shall furnish and install a new rack mounted 48 fiber termination enclosure in the existing equipment rack. The Contractor shall terminate 24 fibers with ST connectors.

- The Contractor shall identify and label the existing fiber optic cable and label each terminated fiber with the fiber number, fiber color, and buffer tube color.
- The Contractor shall test the fiber optic cable with an OTDR and power meter and source in accordance with the plan requirements for the proposed fiber optic cable.

#### Fiber Splicing and Termination in Peoria

There is existing 24 fiber cable (12 multimode and 12 single mode fibers) that is installed along US 150 from Adams Street to Dries Lane.

- US 150 (War Memorial Dr.) & Wisconsin/Boulevard: The Contractor shall furnish and install a new wall mounted fiber interconnect inside the existing traffic signal cabinet. The Contractor shall terminate 12 multimode fibers from each cable end with ST connectors and fusion splice all single mode cables to create a continuous fiber link.
- The Contractor shall identify and label the existing fiber optic cable and label each terminated fiber with the fiber number, fiber color, and buffer tube color.
- The Contractor shall test the fiber optic cable with an OTDR and power meter and source in accordance with the plan requirements for the proposed fiber optic cable.

The Contractor shall furnish all materials required to complete this work.

The Contractor shall submit shop drawings for all items for approval prior to ordering any materials.

The Contractor shall verify all field conditions prior to bidding. There will be no additional compensation for this work.

Basis of Payment: This work will be paid for at the contract unit price per Lump Sum for MISCELLANEOUS ELECTRICAL WORK and shall be payment in full for all labor, materials, and equipment required to terminate and splice the fiber optic cable described above, complete.

**COMPENSABLE DELAY COSTS (BDE)**

Effective: June 2, 2017

Revise Article 107.40(b) of the Standard Specifications to read:

“(b) Compensation. Compensation will not be allowed for delays, inconveniences, or damages sustained by the Contractor from conflicts with facilities not meeting the above definition; or if a conflict with a utility in an unanticipated location does not cause a shutdown of the work or a documentable reduction in the rate of progress exceeding the limits set herein. The provisions of Article 104.03 notwithstanding, compensation for delays caused by a utility in an unanticipated location will be paid according to the provisions of this Article governing minor and major delays or reduced rate of production which are defined as follows.

- (1) Minor Delay. A minor delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two hours, but not to exceed two weeks.
- (2) Major Delay. A major delay occurs when the work in conflict with the utility in an unanticipated location is completely stopped for more than two weeks.
- (3) Reduced Rate of Production Delay. A reduced rate of production delay occurs when the rate of production on the work in conflict with the utility in an unanticipated location decreases by more than 25 percent and lasts longer than seven calendar days.”

Revise Article 107.40(c) of the Standard Specifications to read:

“(c) Payment. Payment for Minor, Major, and Reduced Rate of Production Delays will be made as follows.

- (1) Minor Delay. Labor idled which cannot be used on other work will be paid for according to Article 109.04(b)(1) and (2) for the time between start of the delay and the minimum remaining hours in the work shift required by the prevailing practice in the area.

Equipment idled which cannot be used on other work, and which is authorized to standby on the project site by the Engineer, will be paid for according to Article 109.04(b)(4).

- (2) Major Delay. Labor will be the same as for a minor delay.

Equipment will be the same as for a minor delay, except Contractor-owned equipment will be limited to two weeks plus the cost of move-out to either the Contractor's yard or another job and the cost to re-mobilize, whichever is less. Rental equipment may be paid for longer than two weeks provided the Contractor presents adequate support to the Department (including lease agreement) to show retaining equipment on the job is the most economical course to follow and in the public interest.

- (3) Reduced Rate of Production Delay. The Contractor will be compensated for the reduced productivity for labor and equipment time in excess of the 25 percent threshold for that portion of the delay in excess of seven calendar days. Determination of compensation will be in accordance with Article 104.02, except labor and material additives will not be permitted.

Payment for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be determined according to Article 109.13."

Revise Article 108.04(b) of the Standard Specifications to read:

"(b) No working day will be charged under the following conditions.

- (1) When adverse weather prevents work on the controlling item.
- (2) When job conditions due to recent weather prevent work on the controlling item.
- (3) When conduct or lack of conduct by the Department or its consultants, representatives, officers, agents, or employees; delay by the Department in making the site available; or delay in furnishing any items required to be furnished to the Contractor by the Department prevents work on the controlling item.
- (4) When delays caused by utility or railroad adjustments prevent work on the controlling item.
- (5) When strikes, lock-outs, extraordinary delays in transportation, or inability to procure critical materials prevent work on the controlling item, as long as these delays are not due to any fault of the Contractor.
- (6) When any condition over which the Contractor has no control prevents work on the controlling item."

Revise Article 109.09(f) of the Standard Specifications to read:

“(f) **Basis of Payment.** After resolution of a claim in favor of the Contractor, any adjustment in time required for the work will be made according to Section 108. Any adjustment in the costs to be paid will be made for direct labor, direct materials, direct equipment, direct jobsite overhead, direct offsite overhead, and other direct costs allowed by the resolution. Adjustments in costs will not be made for interest charges, loss of anticipated profit, undocumented loss of efficiency, home office overhead and unabsorbed overhead other than as allowed by Article 109.13, lost opportunity, preparation of claim expenses and other consequential indirect costs regardless of method of calculation.

The above Basis of Payment is an essential element of the contract and the claim cost recovery of the Contractor shall be so limited.”

Add the following to Section 109 of the Standard Specifications.

“**109.13 Payment for Contract Delay.** Compensation for escalated material costs, escalated labor costs, extended project overhead, and extended traffic control will be allowed when such costs result from a delay meeting the criteria in the following table.

Contract Type	Cause of Delay	Length of Delay
Working Days	Article 108.04(b)(3) or Article 108.04(b)(4)	No working days have been charged for two consecutive weeks.
Completion Date	Article 108.08(b)(1) or Article 108.08(b)(7)	The Contractor has been granted a minimum two week extension of contract time, according to Article 108.08.

Payment for each of the various costs will be according to the following.

(a) **Escalated Material and/or Labor Costs.** When the delay causes work, which would have otherwise been completed, to be done after material and/or labor costs have increased, such increases will be paid. Payment for escalated material costs will be limited to the increased costs substantiated by documentation furnished by the Contractor. Payment for escalated labor costs will be limited to those items in Article 109.04(b)(1) and (2), except the 35 percent and 10 percent additives will not be permitted.

(b) Extended Project Overhead. For the duration of the delay, payment for extended project overhead will be paid as follows.

(1) Direct Jobsite and Offsite Overhead. Payment for documented direct jobsite overhead and documented direct offsite overhead, including onsite supervisory and administrative personnel, will be allowed according to the following table.

Original Contract Amount	Supervisory and Administrative Personnel
Up to \$5,000,000	One Project Superintendent
Over \$ 5,000,000 - up to \$25,000,000	One Project Manager, One Project Superintendent or Engineer, and One Clerk
Over \$25,000,000 - up to \$50,000,000	One Project Manager, One Project Superintendent, One Engineer, and One Clerk
Over \$50,000,000	One Project Manager, Two Project Superintendents, One Engineer, and One Clerk

(2) Home Office and Unabsorbed Overhead. Payment for home office and unabsorbed overhead will be calculated as 8 percent of the total delay cost.

(c) Extended Traffic Control. Traffic control required for an extended period of time due to the delay will be paid. For working day contracts the payment will be made according to Article 109.04. For completion date contracts, an adjustment will be determined as follows.

Extended Traffic Control occurs between April 1 and November 30:

$$\text{ETCP Adjustment (\$)} = \text{TE} \times (\% / 100 \times \text{CUP} / \text{OCT})$$

Extended Traffic Control occurs between December 1 and March 31:

$$\text{ETCP Adjustment (\$)} = \text{TE} \times 1.5 (\% / 100 \times \text{CUP} / \text{OCT})$$



Where: TE = Duration of approved time extension in calendar days.  
 % = Percent maintenance for the traffic control, % (see table below).  
 CUP = Contract unit price for the traffic control pay item in place during the delay.  
 OCT = Original contract time in calendar days.

Original Contract Amount	Percent Maintenance
Up to \$2,000,000	65%
\$2,000,000 to \$10,000,000	75%
\$10,000,000 to \$20,000,000	85%
Over \$20,000,000	90%

When an ETCP adjustment is paid under this provision, an adjusted unit price as provided for in Article 701.20(a) for increase or decrease in the value of work by more than ten percent will not be paid.

Upon payment for a contract delay under this provision, the Contractor shall assign subrogation rights to the Department for the Department's efforts of recovery from any other party for monies paid by the Department as a result of any claim under this provision. The Contractor shall fully cooperate with the Department in its efforts to recover from another party any money paid to the Contractor for delay damages under this provision."

**DISADVANTAGED BUSINESS ENTERPRISE PARTICIPATION (BDE)**

Effective: September 1, 2000

Revised: July 2, 2016

FEDERAL OBLIGATION. The Department of Transportation, as a recipient of federal financial assistance, is required to take all necessary and reasonable steps to ensure nondiscrimination in the award and administration of contracts. Consequently, the federal regulatory provisions of 49 CFR Part 26 apply to this contract concerning the utilization of disadvantaged business enterprises. For the purposes of this Special Provision, a disadvantaged business enterprise (DBE) means a business certified by the Department in accordance with the requirements of 49 CFR Part 26 and listed in the Illinois Unified Certification Program (IL UCP) DBE Directory.

STATE OBLIGATION. This Special Provision will also be used by the Department to satisfy the requirements of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575. When this Special Provision is used to satisfy state law requirements on 100 percent state-funded contracts, the federal government has no involvement in such contracts (not a federal-aid contract) and no responsibility to oversee the implementation of this Special Provision by the Department on those contracts. DBE participation on 100 percent state-funded contracts will not be credited toward fulfilling the Department's annual overall DBE goal required by the US Department of Transportation to comply with the federal DBE program requirements.

CONTRACTOR ASSURANCE. The Contractor makes the following assurance and agrees to include the assurance in each subcontract that the Contractor signs with a subcontractor.

The Contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of contracts funded in whole or in part with federal or state funds. Failure by the Contractor 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 recipient deems appropriate, which may include, but is not limited to:

- (a) Withholding progress payments;
- (b) Assessing sanctions;
- (c) Liquidated damages; and/or
- (d) Disqualifying the Contractor from future bidding as non-responsible.

OVERALL GOAL SET FOR THE DEPARTMENT. As a requirement of compliance with 49 CFR Part 26, the Department has set an overall goal for DBE participation in its federally assisted contracts. That goal applies to all federal-aid funds the Department will expend in its federally assisted contracts for the subject reporting fiscal year. The Department is required to make a good faith effort to achieve the overall goal. The dollar amount paid to all approved DBE companies performing work called for in this contract is eligible to be credited toward fulfillment of the Department's overall goal.

CONTRACT GOAL TO BE ACHIEVED BY THE CONTRACTOR. This contract includes a specific DBE utilization goal established by the Department. The goal has been included because the Department has determined that the work of this contract has subcontracting opportunities that may be suitable for performance by DBE companies. The determination is based on an assessment of the type of work, the location of the work, and the availability of DBE companies to do a part of the work. The assessment indicates that, in the absence of unlawful discrimination, and in an arena of fair and open competition, DBE companies can be expected to perform **0.00%** of the work. This percentage is set as the DBE participation goal for this contract. Consequently, in addition to the other award criteria established for this contract, the Department will only award this contract to a bidder who makes a good faith effort to meet this goal of DBE participation in the performance of the work. A bidder makes a good faith effort for award consideration if either of the following is done in accordance with the procedures set for in this Special Provision:

- (a) The bidder documents that enough DBE participation has been obtained to meet the goal or,
- (b) The bidder documents that a good faith effort has been made to meet the goal, even though the effort did not succeed in obtaining enough DBE participation to meet the goal.

DBE LOCATOR REFERENCES. Bidders shall consult the IL UCP DBE Directory as a reference source for DBE-certified companies. In addition, the Department maintains a letting and item specific DBE locator information system whereby DBE companies can register their interest in providing quotes on particular bid items advertised for letting. Information concerning DBE companies willing to quote work for particular contracts may be obtained by contacting the Department's Bureau of Small Business Enterprises at telephone number (217) 785-4611, or by visiting the Department's website at: <http://www.idot.illinois.gov/doing-business/certifications/disadvantaged-business-enterprise-certification/il-ucp-directory/index>.

BIDDING PROCEDURES. Compliance with this Special Provision is required prior to the award of the contract and the failure of the low bidder to comply will render the bid not responsive.

In order to assure the timely award of the contract, the low bidder shall submit:

- (a) The bidder shall submit a DBE Utilization Plan on completed Department forms SBE 2025 and 2026.
  - (1) The final Utilization Plan must be submitted within five calendar days after the date of the letting in accordance with subsection (a)(2) of Bidding Procedures herein.
  - (2) To meet the five day requirement, the bidder may send the Utilization Plan electronically by scanning and sending to **DOT.DBE.UP@illinois.gov** or faxing to (217) 785-1524. The subject line must include the bid Item Number and the Letting date. The Utilization Plan should be sent as one .pdf file, rather than multiple files and emails for the same Item Number. It is the responsibility of the bidder to obtain confirmation of email or fax delivery.

Alternatively, the Utilization Plan may be sent by certified mail or delivery service within the five calendar day period. If a question arises concerning the mailing date of a Utilization Plan, the mailing date will be established by the U.S. Postal Service postmark on the certified mail receipt from the U.S. Postal Service or the receipt issued by a delivery service when the Utilization Plan is received by the Department. It is the responsibility of the bidder to ensure the postmark or receipt date is affixed within the five days if the bidder intends to rely upon mailing or delivery to satisfy the submission day requirement. The Utilization Plan is to be submitted to:

Illinois Department of Transportation  
Bureau of Small Business Enterprises  
Contract Compliance Section  
2300 South Dirksen Parkway, Room 319  
Springfield, Illinois 62764

- The Department will not accept a Utilization Plan if it does not meet the five day submittal requirement and the bid will be declared not responsive. In the event the bid is declared not responsive due to a failure to submit a Utilization Plan or failure to comply with the bidding procedures set forth herein, the Department may elect to cause the forfeiture of the penal sum of the bidder's proposal guaranty, and may deny authorization to bid the project if re-advertised for bids. The Department reserves the right to invite any other bidder to submit a Utilization Plan at any time for award consideration.
- (b) The Utilization Plan shall indicate that the bidder either has obtained sufficient DBE participation commitments to meet the contract goal or has not obtained enough DBE participation commitments in spite of a good faith effort to meet the goal. The Utilization Plan shall further provide the name, telephone number, and telefax number of a responsible official of the bidder designated for purposes of notification of Utilization Plan approval or disapproval under the procedures of this Special Provision.
- (c) The Utilization Plan shall include a DBE Participation Commitment Statement, Department form SBE 2025, for each DBE proposed for the performance of work to achieve the contract goal. For bidding purposes, submission of the completed SBE 2025 forms, signed by the DBEs and scanned or faxed to the bidder will be acceptable as long as the original is available and provided upon request. All elements of information indicated on the said form shall be provided, including but not limited to the following:
- (1) The names and addresses of DBE firms that will participate in the contract;
  - (2) A description, including pay item numbers, of the work each DBE will perform;
  - (3) The dollar amount of the participation of each DBE firm participating. The dollar amount of participation for identified work shall specifically state the quantity, unit price, and total subcontract price for the work to be completed by the DBE. If partial pay items are to be performed by the DBE, indicate the portion of each item, a unit price where appropriate and the subcontract price amount;
  - (4) DBE Participation Commitment Statements, form SBE 2025, signed by the bidder and each participating DBE firm documenting the commitment to use the DBE subcontractors whose participation is submitted to meet the contract goal;
  - (5) If the bidder is a joint venture comprised of DBE companies and non-DBE companies, the Utilization Plan must also include a clear identification of the portion of the work to be performed by the DBE partner(s); and,
  - (6) If the contract goal is not met, evidence of good faith efforts; the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor is selected over a DBE for work on the contract.

GOOD FAITH EFFORT PROCEDURES. The contract will not be awarded until the Utilization Plan submitted by the apparent successful bidder is approved. All information submitted by the bidder must be complete, accurate and adequately document that enough DBE participation has been obtained or document that good faith efforts of the bidder, in the event enough DBE participation has not been obtained, before the Department will commit to the performance of the contract by the bidder. The Utilization Plan will be approved by the Department if the Utilization Plan documents sufficient commercially useful DBE work to meet the contract goal or the bidder submits sufficient documentation of a good faith effort to meet the contract goal pursuant to 49 CFR Part 26, Appendix A. The Utilization Plan will not be approved by the Department if the Utilization Plan does not document sufficient DBE participation to meet the contract goal unless the apparent successful bidder documented in the Utilization Plan that it made a good faith effort to meet the goal. This means that the bidder must show that all necessary and reasonable steps were taken to achieve the contract goal. Necessary and reasonable steps are those which, by their scope, intensity and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not successful. The Department will consider the quality, quantity, and intensity of the kinds of efforts that the bidder has made. Mere *pro forma* efforts, in other words, efforts done as a matter of form, are not good faith efforts; rather, the bidder is expected to have taken genuine efforts that would be reasonably expected of a bidder actively and aggressively trying to obtain DBE participation sufficient to meet the contract goal.

- (a) The following is a list of types of action that the Department will consider as part of the evaluation of the bidder's good faith efforts to obtain 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 the Department may be relevant in appropriate cases, and will be considered by the Department.
  - (1) Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBE companies that have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBE companies to respond to the solicitation. The bidder must determine with certainty if the DBE companies are interested by taking appropriate steps to follow up initial solicitations.
  - (2) Selecting portions of the work to be performed by DBE companies in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime Contractor might otherwise prefer to perform these work items with its own forces.
  - (3) Providing interested DBE companies with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

- (4) a. Negotiating in good faith with interested DBE companies. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBE companies 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 DBE companies to perform the work.
  - b. A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, 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 DBE companies is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also the ability or desire of a bidder to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Bidders are not, however, required to accept higher quotes from DBE companies if the price difference is excessive or unreasonable. In accordance with subsection (c)(6) of the above Bidding Procedures, the documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.
- (5) Not rejecting DBE companies as being unqualified without sound reasons based on a thorough investigation of their capabilities. The bidder's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of bids in the bidder's efforts to meet the project goal.
  - (6) Making efforts to assist interested DBE companies in obtaining bonding, lines of credit, or insurance as required by the recipient or Contractor.
  - (7) Making efforts to assist interested DBE companies in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - (8) Effectively using the services of available minority/women community organizations; minority/women contractors' 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 DBE companies.

- (b) If the Department determines that the apparent successful bidder has made a good faith effort to secure the work commitment of DBE companies to meet the contract goal, the Department will award the contract provided that it is otherwise eligible for award. If the Department determines that the bidder has failed to meet the requirements of this Special Provision or that a good faith effort has not been made, the Department will notify the responsible company official designated in the Utilization Plan that the bid is not responsive. The notification shall include a statement of reasons for the determination. If the Utilization Plan is not approved because it is deficient as a technical matter, unless waived by the Department, the bidder will be notified and will be allowed no more than a five calendar day period in order to cure the deficiency.
- (c) The bidder may request administrative reconsideration of a determination adverse to the bidder within the five working days after the receipt of the notification date of the determination by delivering the request to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764 (Telefax: (217) 785-1524). Deposit of the request in the United States mail on or before the fifth business day shall not be deemed delivery. The determination shall become final if a request is not made and delivered. A request may provide additional written documentation or argument concerning the issues raised in the determination statement of reasons, provided the documentation and arguments address efforts made prior to submitting the bid. The request will be forwarded to the Department's Reconsideration Officer. The Reconsideration Officer will extend an opportunity to the bidder to meet in person in order to consider all issues of documentation and whether the bidder made a good faith effort to meet the goal. After the review by the Reconsideration Officer, the bidder will be sent a written decision within ten working days after receipt of the request for consideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. A final decision by the Reconsideration Officer that a good faith effort was made shall approve the Utilization Plan submitted by the bidder and shall clear the contract for award. A final decision that a good faith effort was not made shall render the bid not responsive.

CALCULATING DBE PARTICIPATION. The Utilization Plan values represent work anticipated to be performed and paid for upon satisfactory completion. The Department is only able to count toward the achievement of the overall goal and the contract goal the value of payments made for the work actually performed by DBE companies. In addition, a DBE must perform a commercially useful function on the contract to be counted. A commercially useful function is generally performed when the DBE is responsible for the work and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. The Department and Contractor are governed by the provisions of 49 CFR Part 26.55(c) on questions of commercially useful functions as it affects the work. Specific counting guidelines are provided in 49 CFR Part 26.55, the provisions of which govern over the summary contained herein.

- (a) DBE as the Contractor: 100 percent goal credit for that portion of the work performed by the DBE's own forces, including the cost of materials and supplies. Work that a DBE subcontracts to a non-DBE does not count toward the DBE goals.

- (b) DBE as a joint venture Contractor: 100 percent goal credit for that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work performed by the DBE's own forces.
- (c) DBE as a subcontractor: 100 percent goal credit for the work of the subcontract performed by the DBE's own forces, including the cost of materials and supplies, excluding the purchase of materials and supplies or the lease of equipment by the DBE subcontractor from the prime Contractor or its affiliates. Work that a DBE subcontractor in turn subcontracts to a non-DBE does not count toward the DBE goal.
- (d) DBE as a trucker: 100 percent goal credit for trucking participation provided the DBE is responsible for the management and supervision of the entire trucking operation for which it is responsible. At least one truck owned, operated, licensed, and insured by the DBE must be used on the contract. Credit will be given for the following:
  - (1) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
  - (2) The DBE may also lease trucks from a non-DBE firm, including from an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission is receives as a result of the lease arrangement.
- (e) DBE as a material supplier:
  - (1) 60 percent goal credit for the cost of the materials or supplies purchased from a DBE regular dealer.
  - (2) 100 percent goal credit for the cost of materials of supplies obtained from a DBE manufacturer.
  - (3) 100 percent credit for the value of reasonable fees and commissions for the procurement of materials and supplies if not a DBE regular dealer or DBE manufacturer.



**CONTRACT COMPLIANCE.** Compliance with this Special Provision is an essential part of the contract. The Department is prohibited by federal regulations from crediting the participation of a DBE included in the Utilization Plan toward either the contract goal or the Department's overall goal until the amount to be applied toward the goals has been paid to the DBE. The following administrative procedures and remedies govern the compliance by the Contractor with the contractual obligations established by the Utilization Plan. After approval of the Utilization Plan and award of the contract, the Utilization Plan and individual DBE Participation Statements become part of the contract. If the Contractor did not succeed in obtaining enough DBE participation to achieve the advertised contract goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of DBE work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the amended contract goal. All work indicated for performance by an approved DBE shall be performed, managed, and supervised by the DBE executing the DBE Participation Commitment Statement.

- (a) **NO AMENDMENT.** No amendment to the Utilization Plan may be made without prior written approval from the Department's Bureau of Small Business Enterprises. All requests for amendment to the Utilization Plan shall be submitted to the Department of Transportation, Bureau of Small Business Enterprises, Contract Compliance Section, 2300 South Dirksen Parkway, Room 319, Springfield, Illinois 62764. Telephone number (217) 785-4611. Telefax number (217) 785-1524.
- (b) **CHANGES TO WORK.** Any deviation from the DBE condition-of-award or contract plans, specifications, or special provisions must be approved, in writing, by the Department as provided elsewhere in the Contract. The Contractor shall notify affected DBEs in writing of any changes in the scope of work which result in a reduction in the dollar amount condition-of-award to the contract. Where the revision includes work committed to a new DBE subcontractor, not previously involved in the project, then a Request for Approval of Subcontractor, Department form BC 260A or AER 260A, must be signed and submitted. If the commitment of work is in the form of additional tasks assigned to an existing subcontract, then a new Request for Approval of Subcontractor shall not be required. However, the Contractor must document efforts to assure that the existing DBE subcontractor is capable of performing the additional work and has agreed in writing to the change.
- (c) **SUBCONTRACT.** The Contractor must provide DBE subcontracts to IDOT upon request. Subcontractors shall ensure that all lower tier subcontracts or agreements with DBEs to supply labor or materials be performed in accordance with this Special Provision.

- (d) ALTERNATIVE WORK METHODS. In addition to the above requirements for reductions in the condition of award, additional requirements apply to the two cases of Contractor-initiated work substitution proposals. Where the contract allows alternate work methods which serve to delete or create underruns in condition of award DBE work, and the Contractor selects that alternate method or, where the Contractor proposes a substitute work method or material that serves to diminish or delete work committed to a DBE and replace it with other work, then the Contractor must demonstrate one of the following:
- (1) That the replacement work will be performed by the same DBE (as long as the DBE is certified in the respective item of work) in a modification of the condition of award; or
  - (2) That the DBE is aware that its work will be deleted or will experience underruns and has agreed in writing to the change. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so; or
  - (3) That the DBE is not capable of performing the replacement work or has declined to perform the work at a reasonable competitive price. If this occurs, the Contractor shall substitute other work of equivalent value to a certified DBE or provide documentation of good faith efforts to do so.
- (e) TERMINATION AND REPLACEMENT PROCEDURES. The Contractor shall not terminate or replace a DBE listed on the approved Utilization Plan, or perform with other forces work designated for a listed DBE except as provided in this Special Provision. The Contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains the Department's written consent as provided in subsection (a) of this part. Unless Department consent is provided for termination of a DBE subcontractor, the Contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the DBE in the Utilization Plan.

As stated above, the Contractor shall not terminate or replace a DBE subcontractor listed in the approved Utilization Plan without prior written consent. This includes, but is not limited to, instances in which the Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm. Written consent will be granted only if the Bureau of Small Business Enterprises agrees, for reasons stated in its concurrence document, that the Contractor has good cause to terminate or replace the DBE firm. Before transmitting to the Bureau of Small Business Enterprises any request to terminate and/or substitute a DBE subcontractor, the Contractor shall give notice in writing to the DBE subcontractor, with a copy to the Bureau, of its intent to request to terminate and/or substitute, and the reason for the request. The Contractor shall give the DBE five days to respond to the Contractor's notice. The DBE so notified shall advise the Bureau and the Contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Bureau should not approve the Contractor's action. If required in a particular case as a matter of public necessity, the Bureau may provide a response period shorter than five days.

For purposes of this paragraph, good cause includes the following circumstances:

- (1) The listed DBE subcontractor fails or refuses to execute a written contract;
- (2) The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor;
- (3) The listed DBE subcontractor fails or refuses to meet the prime Contractor's reasonable, nondiscriminatory bond requirements;
- (4) The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- (5) The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law.
- (6) You have determined that the listed DBE subcontractor is not a responsible contractor;
- (7) The listed DBE subcontractor voluntarily withdraws from the projects and provides to you written notice of its withdrawal;
- (8) The listed DBE is ineligible to receive DBE credit for the type of work required;
- (9) A DBE owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract;
- (10) Other documented good cause that compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the prime Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the prime Contractor can self-perform the work for which the DBE contractor was engaged or so that the prime Contractor can substitute another DBE or non-DBE contractor after contract award.

When a DBE is terminated, or fails to complete its work on the Contract for any reason the Contractor shall make a good faith effort to find another DBE to substitute for the original DBE to perform at least the same amount of work under the contract as the terminated DBE to the extent needed to meet the established Contract goal. The good faith efforts shall be documented by the Contractor. If the Department requests documentation under this provision, the Contractor shall submit the documentation within seven days, which may be extended for an additional seven days if necessary at the request of the Contractor. The Department shall provide a written determination to the Contractor stating whether or not good faith efforts have been demonstrated.

- (f) PAYMENT RECORDS. The Contractor shall maintain a record of payments for work performed to the DBE participants. The records shall be made available to the Department for inspection upon request. After the performance of the final item of work or delivery of material by a DBE and final payment therefore to the DBE by the Contractor, but not later than thirty calendar days after payment has been made by the Department to the Contractor for such work or material, the Contractor shall submit a DBE Payment Agreement on Department form SBE 2115 to the Resident Engineer. If full and final payment has not been made to the DBE, the DBE Payment Agreement shall indicate whether a disagreement as to the payment required exists between the Contractor and the DBE or if the Contractor believes that the work has not been satisfactorily completed. If the Contractor does not have the full amount of work indicated in the Utilization Plan performed by the DBE companies indicated in the Utilization Plan and after good faith efforts are reviewed, the Department may deduct from contract payments to the Contractor the amount of the goal not achieved as liquidated and ascertained damages. The Contractor may request an administrative reconsideration of any amount deducted as damages pursuant to subsection (h) of this part.
- (g) ENFORCEMENT. The Department reserves the right to withhold payment to the Contractor to enforce the provisions of this Special Provision. Final payment shall not be made on the contract until such time as the Contractor submits sufficient documentation demonstrating achievement of the goal in accordance with this Special Provision or after liquidated damages have been determined and collected.
- (h) RECONSIDERATION. Notwithstanding any other provision of the contract, including but not limited to Article 109.09 of the Standard Specifications, the Contractor may request administrative reconsideration of a decision to deduct the amount of the goal not achieved as liquidated damages. A request to reconsider shall be delivered to the Contract Compliance Section and shall be handled and considered in the same manner as set forth in paragraph (c) of "Good Faith Effort Procedures" of this Special Provision, except a final decision that a good faith effort was not made during contract performance to achieve the goal agreed to in the Utilization Plan shall be the final administrative decision of the Department. The result of the reconsideration process is not administratively appealable to the U.S. Department of Transportation.

**LIGHT POLES (BDE)**

Effective: July 1, 2016

Revise the second paragraph of Article 1069.01 of the Standard Specifications to read:

“The detailed design and fabrication of the pole shaft, arms, tenons, and attachments shall be according to AASHTO “LRFD Specifications for Structural Supports for Highway Signs, Luminaires and Traffic Signals” current at the time the project is advertised. Light poles shall be designed for ADT > 10,000 and Risk Category Typical. If Fatigue design is required, light poles shall be designed for Importance Category I.”

Revise the fifth paragraph of Article 1069.01(a) of the Standard Specifications to read:

“Deflection of the pole top as caused by the combined effect of deadload referenced above and wind speed prescribed by AASHTO shall be as required by AASHTO. Pole deflection and loading compliance, certified by the manufacturer, shall be noted on the pole submittal.”

**PROGRESS PAYMENTS (BDE)**

Effective: November 2, 2013

Revise Article 109.07(a) of the Standard Specifications to read:

“(a) Progress Payments. At least once each month, the Engineer will make a written estimate of the quantity of work performed in accordance with the contract, and the value thereof at the contract unit prices. The amount of the estimate approved as due for payment will be vouchered by the Department and presented to the State Comptroller for payment. No amount less than \$1000.00 will be approved for payment other than the final payment.

Progress payments may be reduced by liens filed pursuant to Section 23(c) of the Mechanics’ Lien Act, 770 ILCS 60/23(c).

If a Contractor or subcontractor has defaulted on a loan issued under the Department’s Disadvantaged Business Revolving Loan Program (20 ILCS 2705/2705-610), progress payments may be reduced pursuant to the terms of that loan agreement. In such cases, the amount of the estimate related to the work performed by the Contractor or subcontractor, in default of the loan agreement, will be offset, in whole or in part, and vouchered by the Department to the Working Capital Revolving Fund or designated escrow account. Payment for the work shall be considered as issued and received by the Contractor or subcontractor on the date of the offset voucher. Further, the amount of the offset voucher shall be a credit against the Department’s obligation to pay the Contractor, the Contractor’s obligation to pay the subcontractor, and the Contractor’s or subcontractor’s total loan indebtedness to the Department. The offset shall continue until such time as the entire loan indebtedness is satisfied. The Department will notify the Contractor and Fund Control Agent in a timely manner of such offset. The Contractor or subcontractor shall not be entitled to additional payment in consideration of the offset.

The failure to perform any requirement, obligation, or term of the contract by the Contractor shall be reason for withholding any progress payments until the Department determines that compliance has been achieved.”

**TUBULAR MARKERS (BDE)**

Effective: January 1, 2017

Revise Article 701.03(j) of the Standard Specifications to read:

“(j) Tubular Markers ..... 1106.02”

Revise Article 701.15(g) of the Standard Specifications to read:

“(g) Tubular Markers. Tubular markers are used to channelize traffic. They shall only be used when specified.”

Revise the second paragraph of Article 701.18(f) of the Standard Specifications to read:

“Devices no greater than 24 in. (600 mm) wide, may be used in place of tubular markers when the two-way operation is to be in place four days or less.”

Revise the second sentence of the second paragraph of Article 1106.02 of the Standard Specifications to read:

“These include cones, tubular markers, and plastic drums with no attachments.”

Revise the third sentence of the seventh paragraph of Article 1106.02 of the Standard Specifications to read:

“Sheeting used on cones, drums, and tubular markers shall be reboundable as tested according to ASTM D 4956.”

Revise Article 1106.02(f) of the Standard Specifications to read:

“(f) Tubular Markers. Tubular Markers shall be designed to bend under repeated impacts and return to an upright position without damage to the impacting vehicle or the markers. The markers shall be readily removable from the bases to permit field replacement.

The markers shall be orange in color having two white and two fluorescent orange bands.”

**WEEKLY DBE TRUCKING REPORTS (BDE)**

Effective: June 2, 2012

Revised: April 2, 2015

The Contractor shall submit a weekly report of Disadvantaged Business Enterprise (DBE) trucks hired by the Contractor or subcontractors (i.e. not owned by the Contractor or subcontractors) that are used for DBE goal credit.

The report shall be submitted to the Engineer on Department form "SBE 723" within ten business days following the reporting period. The reporting period shall be Monday through Sunday for each week reportable trucking activities occur.

Any costs associated with providing weekly DBE trucking reports shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed.



## **REVISIONS TO THE ILLINOIS PREVAILING WAGE RATES**

The Prevailing rates of wages are included in the Contract proposals which are subject to Check Sheet #5 of the Supplemental Specifications and Recurring Special Provisions. The rates have been ascertained and certified by the Illinois Department of Labor for the locality in which the work is to be performed and for each craft or type of work or mechanic needed to execute the work of the Contract. As required by Prevailing Wage Act (820 ILCS 130/0.01, et seq.) and Check Sheet #5 of the Contract, not less than the rates of wages ascertained by the Illinois Department of Labor and as revised during the performance of a Contract shall be paid to all laborers, workers and mechanics performing work under the Contract. Post the scale of wages in a prominent and easily accessible place at the site of work.

If the Illinois Department of Labor revises the prevailing rates of wages to be paid as listed in the specification of rates, the contractor shall post the revised rates of wages and shall pay not less than the revised rates of wages. Current wage rate information shall be obtained by visiting the Illinois Department of Labor web site at <http://www.state.il.us/agency/idol/> or by calling 312-793-2814. It is the responsibility of the contractor to review the rates applicable to the work of the contract at regular intervals in order to insure the timely payment of current rates. Provision of this information to the contractor by means of the Illinois Department of Labor web site satisfies the notification of revisions by the Department to the contractor pursuant to the Act, and the contractor agrees that no additional notice is required. The contractor shall notify each of its subcontractors of the revised rates of wages.