VETERAN-OWNED SMALL BUSINESS PARTICIPATION

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

To qualify as an eligible VOSB, the firm must be currently certified by the State of Illinois Commission on Equity & Inclusion. Registration is available at: https://cei.illinois.gov/programs0/business-enterprise-program.html

A current letter of certification and/or No Change Affidavit from the State of Illinois Commission on Equity & Inclusion is requested with your SOI submittal.

You can view/print and download the most current listing of VOSB firms at the State of Illinois Commission on Equity & Inclusion website: https://supplierdiversitymanagementportal.illinois.gov/VendorDirectory.aspx
To qualify as an eligible VOSB, all of the following must be met:

- The firm must be an Illinois business with annual gross sales under $150 million
- At least 51% owned by one or more qualified service-disabled veterans or qualified veterans living in Illinois
- Provide a commercially useful function
- Provide evidence of a current VOSB certification by the State of Illinois Commission on Equity & Inclusion;
- Proposed to provide services identified in the specialty Area on the Letter of Certification.

ILLINOIS TOLLWAY DISCLAIMER STATEMENT

Veteran-Owned Small Business Enterprise Directory

Firms listed in the State of Illinois Commission on Equity & Inclusion VOSB Directory have been certified as Veteran-Owned Small Business Enterprises.

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

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

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

- The Illinois Tollway does not, through its use of and referral to the State of Illinois Commission on Equity & Inclusion VOSB directory, make any representation concerning the ability of any listed firm to perform work in the specialty listed.

- The Illinois Tollway in awarding a contract has discretion in determining whether a VOSB firms' listed work categories are eligible to be counted toward the fulfillment of VOSB contract goals; and

- State of Illinois Commission on Equity & Inclusion disclaims any and all responsibility concerning errors, omissions or misrepresentations which may be contained in its publication. It is the responsibility of all contactors/Vendors to:
  - Conduct their own investigation to determine the capability and capacity of the VOSB firm(s) to satisfactorily perform the proposed work; and
  - Ensure the VOSB has a current VOSB certification letter and/or No Change Affidavit.

This registry lists the most current State of Illinois Commission on Equity & Inclusion VOSB certified firms. If there are any questions concerning this directory, please contact the State of Illinois Commission on Equity & Inclusion.

STATE OF ILLINOIS VETERAN-OWNED SMALL BUSINESS PARTICIPATION AND UTILIZATION PLAN (SOITEAM) FOR PROFESSIONAL SERVICES

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

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

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

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

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

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

Visit https://cei.illinois.gov/programs0/veterans-business-program.html for complete requirements and to apply for certification in the Veteran Business Program.

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Teaming Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Teaming Agreement must clearly evidence that the certified VOSB vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the certified VOSB vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the certified VOSB vendor to be dedicated to the performance of the contract. Established Teaming Agreements will only be credited toward Veteran Small Business goal achievements for specific work performed by the certified VOSB vendor.

2. An agreement between a vendor and a certified VOSB vendor in which a certified VOSB vendor promises not to provide subconsulting proposals to other vendors is prohibited. The Agency may request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the Agency in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed certified VOSB vendor. Failure to cooperate by Vendor and certified VOSB vendor may render the SOI nonresponsive or not responsible. **The contract will not be finally awarded to Vendor unless Vendor's Utilization Plan is approved.**

3. **Veteran Small Business Certified Vendor Locator References:** Vendors may consult CEI's Veteran Small Business Vendor Directory at https://supplierdiversitymanagementportal.illinois.gov/VendorDirectory.aspx. as well as the directories of other certifying agencies, but firms **must be certified with CEI as VOSB/ SDVOSB vendors at the time of submittal of SOI.**

4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency deems appropriate. This assurance must be included in each subcontract that Vendor signs with a Subconsultant.

5. **Calculating Certified VOSB Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or provided by all certified VOSB vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by certified VOSB vendors is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:

5.1. The value of the work actually performed by the certified VOSB vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified VOSB vendor shall be counted.

5.2. A vendor shall count the portion of the total dollar value of the Veteran Small Business contract equal to the distinct, clearly defined portion of the work of the contract that the certified VOSB/SDVOSB vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other certified VOSB vendor. Work performed by the non- certified VOSB party shall not be counted toward the goal. **Work that a certified VOSB vendor subcontracts to a non-certified VOSB vendor will not count towards the goal.**

5.3. Certified VOSB vendors who are performing on contract as second tier Subconsultants may be counted in meeting the established Veteran Small Business goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.

5.4. A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.

5.4.1. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved.

5.4.2. A certified VOSB vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through

which funds are passed through in order to obtain certified VOSB vendor participation. In determining whether a certified VOSB vendor is such an extra participant, the Agency shall examine similar transactions, particularly those in which certified VOSB vendors do not participate, and industry practices.

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

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

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

6.1. In evaluating Vendor's good faith efforts, CEI or the State Agency, as its delegate, may consider whether the ability of other firms submitting SOIs to meet the contract goal suggests that good faith efforts could have resulted in Vendor meeting the goal.

6.2. If CEI or the State Agency, as its delegate, determines that Vendor has made good faith efforts to meet the goal, the Agency may award the contract provided that Vendor is otherwise eligible for award.

6.3. If CEI or the State Agency, as its delegate, determines that good faith efforts have not been met, the SOI may be determined to be non-responsive by the Chief Procurement Office.

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

All required VOSB documentation must be completed to the fullest extent possible and submitted with the SOI, including the Utilization Plan/SOITEAM data. If a VOSB Utilization Plan information is not provided in the SOITEAM and submitted with the SOI, the SOI may be deemed nonresponsive.

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

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

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

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

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

7. Contract Compliance: Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract. If Vendor did not succeed in obtaining certified VOSB vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of certified VOSB vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.

7.1. The Utilization Plan may not be amended after contract execution without the Agency's prior written approval.

7.2. **Vendor may not make changes to its contractual certified VOSB vendor commitments or substitute certified VOSB vendors without the prior written approval of the Agency**. Unauthorized changes or substitutions, including performing the work designated for a certified VOSB vendor with Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. Vendor must negotiate with the certified VOSB vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work, provided the certified VOSB vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work.

7.3. Substitutions of a certified VOSB vendor may be permitted under the following circumstances:

7.3.1. Unavailability after receipt of reasonable notice to proceed;

7.3.2. Failure of performance;

7.3.3. Financial incapacity;

7.3.4. Refusal by the certified VOSB vendor to honor the proposal;

7.3.5. Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;

7.3.6. Failure of the certified VOSB vendor to meet insurance, or licensing requirements;

7.3.7. The certified VOSB vendor's withdrawal of its SOI; or 7.3.8. Decertification of the certified VOSB vendor.

7.4. If it becomes necessary to substitute a certified VOSB vendor or otherwise change the Utilization Plan, Vendor must notify the Agency in writing of the request to substitute a certified VOSB vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency will approve or deny a request for substitution or other change in the Utilization Plan within five business days of receipt of the request.

7.5. Where Vendor has established the basis for the substitution to the Agency's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified VOSB vendor. Documentation of a replacement certified VOSB vendor, or of good faith efforts to replace the certified VOSB vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non- certified VOSB vendor or Vendor may perform the work.

7.6. If a Vendor plans to hire a Subconsultant for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the Agency to modify the Utilization Plan and must make good faith efforts to ensure that certified VOSB vendors have a fair opportunity to submit a proposal on the new scope of work.

7.7. A new certified VOSB vendor agreement must be executed and submitted to the Agency within five business days of Vendor's receipt of the Agency's approval for the substitution or other change.

7.8. Vendor shall maintain a record of all relevant data with respect to the utilization of certified VOSB vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three years after the completion of the contract. Full access to these records shall be granted by Vendor upon 48 hours written demand by the Agency to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the certified VOSB vendor and final payment to the certified VOSB vendor by Vendor, but not later than 30 calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the certified VOSB vendor under the contract.

7.9. The Agency will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the certified VOSB vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.

7.10. The Agency reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

7.11. When a VOSB/SDVOSB firm loses its VOSB/SDVOSB eligibility and certification, the following actions must be taken:

(a) When a prime consultant has made a commitment to using an ineligible VOSB/SDVOSB firm but a decertification notice is issued before the prime consultant executes a subconsultant, the ineligible firm does not count toward the contract goal, and the prime consultant must be directed to meet the contract goal with an eligible VOSB/SDVOSB firm or demonstrate that it has made a good faith effort to do so.

(b) When the Tollway has made a commitment to using an ineligible VOSB/SDVOSB prime consultant, but a decertification notice is issued before the contract is awarded to the ineligible VOSB/SDVOSB firm, the ineligible VOSB/SDVOSB firm does not count toward the contract goal and the Tollway must meet the contract goal with an eligible VOSB/SDVOSB firm.

(c) If a prime consultant executes a subcontract with a VOSB/SDVOSB firm before the firm loses its VOSB/SDVOSB eligibility and certification, the prime consultant may continue to use the firm on the contract and may continue to receive credit toward the VOSB/SDVOSB goal for the firm's work. In this case, or in a case where a prime contract has been awarded to a VOSB/SDVOSB that is later ruled ineligible, the portion of the ineligible firm's performance of the contract remaining after the notice of ineligibility is issued may count toward the contract goal.

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

8. VOSB/SDVOSB PAYMENT & JOINT CHECK REQUEST

(a) Timely VOSB/SDVOSB Payment – Prime consultants should pay their VOSB/SDVOSB subconsultants for work completed as required within 30 days after the Tollway pays the prime consultant for the VOSB/SDVOSB subconsultants' work. Similarly, first tier VOSB/SDVOSB subconsultants should pay their lower tier subconsultants within 30 days after receiving payment from the prime consultant. VOSB/SDVOSB subconsultants should verify compliance with this timely payment policy in the Tollway's B2Gnow system when responding to monthly audit notices.

(b) Joint Check Request – Prime consultants and VOSB/SDVOSB subconsultants that require the use of joint checks to pay material suppliers must complete and submit the Tollway's VOSB/SDVOSB Joint Check Request Form. The prime consultant must ensure that this form is completed and submitted to Tollway Contract Compliance within 30 days after the need for such a payment arises. The form must be completed in its entirety and signed by the VOSB/SDVOSB subconsultant, the material supplier and the prime consultant. No other joint check request form will be accepted. The Tollway will review and approve or deny the joint check request within 15 business days after receiving the completed Joint Check Request Form. It is the responsibility of the prime consultant and VOSB/SDVOSB subconsultant to ensure compliance with all VOSB/SDVOSB joint check policy requirements as outlined in the Tollway's Joint Check policy, including adherence to the commercially useful function, VOSB/SDVOSB independence and check payment verification (by providing a copy of the cancelled joint check to Contract Compliance) requirements.

9. GRANTING VOSB/SDVOSB CREDIT FOR CERTIFIED VENDORS NOT INCLUDED IN THE ORIGINAL APPROVED U-PLAN

On Tollway construction and professional services contracts, VOSB/SDVOSB credit may be granted for work performed by a certified VOSB/SDVOSB that was not listed on the original approved utilization plan if the following requirements are met:

(a) The VOSB/SDVOSB firm's certification was active, at all times, while it performed the scope of work, and the scope of work it performed is in the area(s) of specialty for which theVOSB/SDVOSB firm was certified.

(b) The VOSB/SDVOSB firm performed a commercially useful function for the scope(s) of work for which VOSB/SDVOSB credit is being requested, and all the other requirements for counting VOSB/SDVOSB credit have been met.

(c) While the prime contract is in effect, the prime consultant/contractor submits a revised u-plan including the VOSB/SDVOSB firm to Tollway Contract Compliance, as well as documentation verifying actual payment to the VOSB/SDVOSB firm – such as lien waivers, canceled checks, or evidence of ACH transmittals.

VOSB UTILIZATION PLAN PROFESSIONAL SERVICES
(PRIME MUST COMPLETE & RETURN THIS FORM)

_____ (Vendor) submits the following Utilization Plan as part of our SOI in accordance with the requirements of the Veteran Small Business Program Status and Participation section of the solicitation for _____, Illinois. PSB Item Number _____ We understand that all Subconsultants must be certified with the CEI Veteran Small Business Program at the time of submission of all SOIs. We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.

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

☐ Vendor is a certified VOSB and plans to fully meet the goal through self-performance. ___%(Prime Self-Performance Percentage)

☐ Vendor has identified certified VOSB Subconsultant(s) to fully meet the established goal and submits the attached completed Letter(s) of Intent; or

☐ Vendor has made good faith efforts towards meeting the entire goal, or a portion of the goal, and hereby requests a waiver (complete checklist below).

Vendor's person responsible for compliance:

Name:

Title:

Telephone:

Email:

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

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

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

☐ Utilize the Sell2Illinois VOSB Directory website: https://supplierdiversitymanagementportal.illinois.gov/VendorDirectory.aspx to identify certified VOSB vendors within the respective commodity/service codes denoted above and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.

☐ Solicit through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of certified VOSB vendors that have the capability to perform the work of the contract. Vendor must solicit this interest within sufficient time to allow the certified VOSB vendors to respond to the solicitation. Vendor must determine with certainty if the certified VOSB vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a proposal. Vendor must provide interested certified VOSB vendors with adequate information about the requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.

☐ Select portions of the work to be performed by certified VOSB vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out project scope to facilitate certified VOSB vendor participation, even when Vendor might otherwise prefer to perform these work items.

☐ Make a portion of the work available to certified VOSB vendors and selecting those portions of the work consistent with their availability, so as to facilitate certified VOSB vendor participation.

☐ Negotiate in good faith with interested certified VOSB vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of certified VOSB vendors that were considered; a description of the information provided regarding the project scope for the work selected for sub-consulting and evidence as to why additional agreements could not be reached for certified VOSB vendors to perform the work. A Vendor using good business

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

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

☐ Make efforts to assist interested certified VOSB vendors in obtaining lines of credit or insurance as required by the Agency.

GOOD FAITH EFFORTS CONTACT LOG

Use this Log to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of certified VOSB vendors within the specific scope of work selected. **It is not necessary to show contacts with certified VOSB vendors who are identified on the Letter(s) of Intent. Keep and submit copies of all emails sent and received from prospective vendors. Include a copy of the commodity list or scope of work you solicited prospective vendors to perform.** Duplicate this log as necessary; do not limit your contacts to the number of spaces shown.

Project Name: _____ Project Number: _____

Proposer Name: _____ Contact Person: _____

Name of Certified VOSB/SDVOSB Vendor	Date	Method of Contact	Scope of Work Solicited	Reason Agreement Was Not Reached

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

_____ Print Name

_____ Position

_____ Signature

_____ Phonecontact

_____ E-mail address

_____ Date

EXHIBIT F - Letter of Intent

(PRIME CONTRACTOR MUST SUBMIT EXHIBIT F FOR EACH OF ITS VOSB SUBCONTRACTORS INCLUDING FOR A SELF-PERFORMING VOSB PRIME)

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

Project Name: _____ Project/Solicitation No.: _____

Prime Vendor _____ VOSP Compliance Contact: _____

Address: _____

City: _____ State: IL Zip: _____

Telephone: _____ Email: _____

Certified Vendor Name: _____ ☐ BEP ☐ VSB

Address: _____

City: _____ State: IL Zip: _____

Telephone: _____ Email: _____

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

Type of Agreement: ☐ Services ☐ Supplies ☐ Both Services and Supplies

Anticipated start date of the Certified VOSB Vendor:

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

NOTE: The Prime Vendor must indicate the percentage of the estimated contract award that will be subcontracted to the certified VOSB Vendor. Detailed description of work to be performed by the VOSB Vendor (Please be specific about the scope(s) of work to be performed and associated NAICS/NIGP codes - to demonstrate the performance of a commercially useful function):

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

Vendor (Company Name and D/B/A)

_____
Signature

_____
Title

_____
Date

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

_____
Signature

_____
Title

_____
Date