



State of Illinois
Public Institutions of Higher Education

Request for Proposal

Contractor Service
1RMJ2101
March 3, 2020 at 2:00PM CST

Vendor Submitting Offer: _____

Please Note: Vendors MUST be registered with the Illinois Secretary of State (unless a sole proprietor) AND the Illinois State Board of Elections.

The University of Illinois requests proposals from responsible vendors to meet its needs. A brief description is set forth below, with detailed requirements in subsequent sections of this solicitation. If you are interested and able to meet these requirements, the University appreciates and welcomes a response.

Brief Description:

The Board of Trustees of the University of Illinois at Urbana-Champaign on behalf of Facilities and Services (F&S), hereinafter referred to as "University" is seeking proposals from qualified firms, hereinafter referred to as "Contractor" to provide contracting services.

Please read the entire solicitation package and submit your response in accordance with the instructions.

All forms and signature areas contained in the solicitation package must be completed in full and submitted as part of your response. To provide uniformity, all information submitted must clearly refer to the page number, section or other identifying reference in this solicitation. All information submitted must be noted in the same sequence as its appearance in the solicitation document.

If a subcontractor or supplier is needed to fulfill contract requirements, please consider using a small or disadvantaged business. The State's policy is to promote small businesses, including those owned by Veterans, businesses owned and controlled by minorities, females, and persons with disabilities, and sheltered workshops for the severely disabled. We encourage the use of these companies on State contracts and in your commercial activities. Please visit <http://www.illinois.gov/cpo/HigherEd/Pages/Preferences.aspx> for more information regarding these programs.

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

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1. Instructions for Submitting Responses

- 1.1 Responding to the Solicitation:** Follow these instructions carefully. Provide your response to each item requested. If the information requested does not apply to the Vendor's situation, then enter "N/A". **Failure to provide the requested information may result in disqualification.**
- 1.2 Published Procurement Information:** The University publishes procurement information, including updates and award information, on The Illinois Procurement Bulletin / Public Institutions of Higher Education ("Bulletin") (<http://www.procure.stateuniv.state.il.us>). Official solicitation documents are found or referenced on this website. Procurement information may not be available in any other form or location. Vendor is responsible for monitoring the Bulletin. The University will not be held responsible if Vendor fails to receive the optional email notices.
- 1.3 Solicitation Contact:** The individual listed below shall be the single point of contact for this solicitation. Unless otherwise directed, do not discuss this solicitation, directly or indirectly, with any University employee other than the Solicitation Contact. Suspected errors in the solicitation should be immediately reported to the Solicitation Contact. The University shall not be held responsible for information provided by any person other than the Solicitation Contact. Only information provided in writing shall be binding on the University.

Solicitation Contact: Ryan M Johnson

Phone: 217-244-7922

University Name: University of Illinois Urbana-Champaign

Email: rmjohnso@uillinois.edu

Street Address: 212 Illini Plaza, 1817 S. Neil Street, MC 602

Fax: 217-239-6877

City, State, Zip: Champaign, IL 61820

- 1.4 Vendor Questions / University Responses:** All questions / concerns regarding this solicitation, including specifications, other than those raised at any conference held regarding this solicitation, must be in written form and submitted to the Solicitation Contact **no later than February 24, 2020**. Questions received and University responses may be posted as an addendum to the original solicitation on the Bulletin; only these written responses to questions shall be binding on the University. Vendors are responsible for monitoring the Bulletin for addenda and other updates.

- 1.5 Pre-Submission Conferences and / or Site Visits:** Yes No

Mandatory Attendance: Yes No

Date: January 22, 2020 Time: 8:00 am – noon (local time)

Location: iHotel and Conference Center in the Chancellor Ball Room

1900 South 1st Street

Champaign, Illinois 61820

****If attendance is mandatory, Vendor (including incumbent) will be considered non-responsive and disqualified if Vendor does not attend, arrives after the meeting is called to order, leaves early or fails to sign the attendance sheet. Vendor must allow adequate time to accommodate security screenings at the site.**

1.6 Due Date, Time, Address and Requirements for Submission of Responses: Responses will be opened at the “Submit / Deliver To” address provided below at the specified Due Date and Time.

1.6.1 Due Date: March 3, 2020 Time: 2:00PM

1.6.2 Submit / Deliver Responses To: Label (outside of envelopes / containers):

University: University of Illinois – Purchasing
Attn: Ryan M Johnson
Address: 212 Illini Plaza MC 602, 1817 S. Neil St.
City, State, Zip: Champaign, IL 61820

Label (outside of envelopes / containers):

Sealed Response – DO NOT OPEN
Project Title: Contractor Services
Bulletin Reference #: 1RMJ2101
Due Date & Time: March 3, 2020 2:00PM Local Time
Vendor Name
Vendor Address

1.6.3 Requirements for Submission of Responses: The Response must be submitted in separately sealed packets as indicated below and clearly labeled with the Request for Proposal title, the packet number, the Vendor’s name and the wording: **“Sealed Response – Do Not Open.”** The separately sealed packets may be submitted together in one mailing / shipping box or may be submitted separately in individual / shipping boxes. Do not put the entire Response on one USB. Pricing must be on a separate USB and sealed in the Pricing packet.

Subject Matter	# of Original (Hard Copy)	# of USB
Packet 1 (Section 4) Offer Letter (Section 5) Specifications / Qualifications / Statement of Work (Section 8) Supplemental Terms and Conditions (Section 9) Vendor Exceptions and Confidential Information (Section 10) References (Section 11) Form A or Form B (as applicable) (Section 1.11) Minorities, Females, & Persons with Disabilities Participation and Utilization Plan and Letter of Intent (if applicable) (Section 1.12) Veteran Small Business Participation and Utilization Plan and Letter of Intent (if applicable) Redacted Proposal (if requesting confidential treatment of proposal)	1	2
Packet 2 Pricing (Section 6)	1	1

- 1.7 Late Submissions:** Responses submitted late will not be considered. The Vendor is responsible for ensuring that their response is received at the time, date, and place specified. All times are State of Illinois local times. Responses received after the specified date and time may be returned at the Vendor's request and expense.
- 1.8 Response Firm Time:** The response must remain firm for 120 days from the opening date.
- 1.9 Security:** Performance Bond (**NOT REQUIRED AT THE TIME OF SUBMITTING YOUR PROPOSAL**), however, Both Performance and Payment bonds are required with every issued construction permit that has a value greater than or equal to \$50,000. The bond must be from a surety licensed to do business in Illinois. The University will accept a certified check in lieu of the bond.
- 1.10 Small Business Set-Aside:** Yes No If "yes" is marked, Vendors must be qualified as a small business at the time the response is due in order to be evaluated. (30 ILCS 500/45-45)
- 1.11 Minorities, Females and Persons with Disabilities Participation and Utilization Plan:**
 Yes No If "yes" is marked, this solicitation contains a goal of 20% to include businesses owned and controlled by minorities, females and persons with disabilities in the State's procurement and contracting / subcontracting processes. **The goal is the percentage of the total amount of the work at the end of the fiscal year (07/01/2020 – 06/30/2012) completed by Vendors who registered as Minorities, Females and Persons with Disabilities.** All questions regarding any subcontracting goal must be directed to the Solicitation Contact. **Failure to submit a Utilization Plan as instructed may render the response non-responsive.**

If a BEP goal is identified, you must complete and attach the BEP Utilization Plan and Letter of Intent which can be found at: <https://www2.illinois.gov/sites/cpo-he/pages/forms.aspx>.

Visit <http://www.illinois.gov/cms/business/sell2/bep/Pages/default.aspx> for complete requirements for BEP certification.

- 1.12 Veteran-Owned Small Business Participation and Utilization Plan:**
 Yes No If "yes" is marked, this solicitation contains a goal of N/A% to include businesses owned and controlled by military Veterans in the State's procurement and contracting processes. All questions regarding the subcontracting goal must be directed to the Solicitation Contact prior to submission of proposals. Failure to submit a Utilization Plan as instructed, if required, may render the response non-responsive.

If a Veteran's goal is identified, you must complete and attach the Utilization Plan and Letter of Intent which can be found at: <https://www2.illinois.gov/sites/cpo-he/pages/forms.aspx>.

Visit <http://www.illinois.gov/cms/business/sell2/Pages/VeteranownedBusinesses.aspx> for complete requirements for VOSB or SDVOSB certification.

- 1.13 Employment Tax Credit:** The State of Illinois encourages prospective Vendors to consider hiring qualified Veterans and Illinois residents discharged from any Illinois adult correctional center, in appropriate circumstances. If you hire qualified Veterans and / or certain ex-offenders, you may be eligible for tax credits. (30 ILCS 500/45-67 & 45-70) Please contact the Illinois Department of Revenue (217-524-4772) for information about tax credits.
- 1.14 Governing Law and Forum:** Illinois law and rule govern this solicitation and any resulting contract. Vendor must bring any action relating to this solicitation or any resulting contract in the appropriate court in Illinois. This document contains statutory references designated with "ILCS". This refers to the Illinois Compiled Statutes. The Illinois Procurement Code (30 ILCS 500) and the Higher Education Standard Procurement Rules (44 Ill. Admin. 4) are applicable to this solicitation.
- 1.15 Public Records and Requests for Confidential Treatment:** Responses to the solicitation become the property of the University. All responses will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules. However, we will consider requests for confidential treatment under FOIA. A request for confidential treatment will not supersede the University's legal obligations under FOIA. The University will not honor requests to keep entire responses confidential. Vendors must show the specific grounds in FOIA or other law or Rule that support application of confidential treatment. Regardless, the University will disclose the successful Vendor's name, the substance of the response and the price. If Vendor requests confidential treatment, Vendor must submit an additional copy of the response with the proposed confidential information redacted. This redacted copy must tell the general nature of the material removed, and shall retain as much of the original response as possible. In Section 9 of the Response, Vendor shall list the provisions, identified by section number, for which it seeks confidential treatment and identify the statutory basis under Illinois or other applicable law and include a detailed justification for exempting the information from public disclosure. Vendor will hold harmless and indemnify the University for all costs or damages associated with the University honoring Vendor's request for confidential treatment. Vendor agrees the University may copy the response to facilitate evaluation, or to respond to requests for public records. Vendor warrants that such copying will not violate the rights of any third party.
- 1.16 Reservations:** Vendor must read and understand the solicitation and tailor the response and all activities to ensure compliance. The University reserves the right to amend the solicitation; reject any or all responses; award by item, group of items, or grand total; and waive minor defects. The University may request a clarification, inspect Vendor's premises, interview staff, request a presentation, or otherwise verify the contents of the response, including information about subcontractors and suppliers. The University may request best and final offers when appropriate. The University will make all decisions on compliance, evaluation, terms and conditions, and shall make decisions in the best interests of the University and in accordance with the Illinois Procurement Code, Rules and other applicable state and federal statutes and regulations. Failure to comply with requests for information or cooperate may result in the response being deemed non-responsive to the solicitation. Submitting a response does not entitle a Vendor to an award or contract. Posting Vendor's name in a Bulletin notice does not entitle Vendor to a contract. The University is not responsible for and will not pay any costs associated with the preparation and submission of any solicitation response. Awarded Vendor(s) shall not commence, and will not be paid for, any billable work prior to the date all parties execute the contract or the date of receipt of an executed purchase order.

- 1.17 Protest Review Office:** Vendor may submit a written protest to the Protest Review Office following the requirements of the Higher Education Standard Procurement Rules. (44 Ill. Admin. Code 4.5550) For protests related to the solicitation, including specifications, the Protest Review Office must physically receive the protest no later than 14 days after the solicitation or related addendum was posted to the Bulletin. For protests related to rejection of individual responses, or of awards, the protest must be received by close of business no later than 14 days after the protesting party knows or should have known of the facts giving rise to the protest, or posting to the Bulletin, whichever is earlier. The Protest Review Office's information is as follows:

Chief Procurement Office for Higher Education
Attn: Protest Review Office
513 Stratton Office Building
401 South Spring Street
Springfield, IL 62706
Email: EEC.CPOHE@illinois.gov

2. Evaluation Process:

2.1 Evaluation: The University evaluates three categories of information: responsiveness, responsibility, and price. The University will consider the information provided in the response and the quality of that information when evaluating responses. If the University finds a failure or deficiency, the University may reject the response or reflect the failure or deficiency in the evaluation as appropriate.

The University will determine how well responses meet the Responsiveness requirements. They will rank responses, without consideration of Price, from best to least qualified using a point ranking system (unless otherwise specified) as an aid in conducting the evaluation. Vendors who fail to meet minimum requirements or who receive fewer than the minimum required points will not be considered for Price evaluation and award. **The maximum number of points possible is 2018 points (Responsiveness 1398 pts + Price 620 pts).**

2.1.1 Responsiveness: A Vendor is considered responsive when they have submitted a response that conforms in all material respects to the solicitation and includes all required forms and signatures.

2.1.1.1 The University will determine whether the response complied with the instructions and other administrative requirements for submitting responses. Except for late submissions, and other requirements that by law must be part of the submission, the University may require that a Vendor correct deficiencies as a condition of further evaluation.

2.1.1.2 The University will determine whether the response meets the stated requirements. Minor differences or deviations that have negligible impact on the suitability of the supply or service to meet the University's needs may be accepted or corrections allowed.

2.1.1.3 When the specification calls for "Brand Name or Equal", the brand name product is acceptable. Other products will be considered with proof the other product meets stated specifications and is equivalent to the brand product in terms of quality, performance and desired characteristics.

2.1.1.4 The chart below shows the elements of Responsiveness in point format and the maximum number of points available for each element. The total number of points available for Responsiveness is 1398 points. Vendors who do not receive 468 points of the total Responsiveness points need not be considered for Price evaluation and award.

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Responsiveness Elements	Maximum # of Points Possible	Minimum # of Points Required
Mandatory Requirements (5.2.1)	18	18
Support Staff (5.4.2)	80	
Financial Adequacy (5.4.3)	300	150
Insurance Rating (5.4.5)	100	
Licensing (5.4.6)	30	
BEP/MAFBE (1.11)	120	
Tradesperson per Division (5.3.2)	150	
Prior Work Experience (5.3.2)	360	195
Employee Licensing and Certs (5.3.3)	30	
Equipment per Division (5.3.3)	10	
Emergency Hours (5.3.2)	200	105

2.1.2 Responsibility: A Vendor is considered responsible when it has the capability in all respects to fully perform the contract requirements and have the integrity and reliability that will assure good faith performance. The University will determine whether the University can or should do business with a Vendor. The University may consider factors including, but not limited to political contributions, certifications, conflict of interest, financial disclosures, past performance in business or industry, references (including those found outside the solicitation), compliance with applicable laws, financial responsibility, insurability, equal opportunity compliance, payment of prevailing wages if required by law, capacity to produce or sources of supply, ability to provide required maintenance service or other matters relating to the Vendor’s probable ability to deliver in the quality and quantity within the time and price as specified in the solicitation.

- 2.1.3 Price: The total number of points for Price is 620 points. The University will determine Price points using the following formula:

Price Scoring Calculation per Division of Work

1. Sort all regular Journeyman hourly rate responses in ascending order
2. Multiply the lowest hourly rate by 600 points. This number will be the divider used to assign points to the remaining proposal rates within the division of work.
3. Divide the divider, from item 2 above, by the remaining proposal rates to assign points to remaining proposals.

Example

Three rates: \$83, \$85, \$90

\$83 is the lowest so: $\$83 \times 600 \text{ points} = 49,800$

$49,800 / \$83 = 600 \text{ points}$

$49,800 / \$85 = 586 \text{ points}$

$49,800 / \$90 = 553 \text{ points}$

4. Minimum requirement for all Journeymen Hourly Rates is that each rate is within two Standard Deviations of all proposals submitted. If a vendor's pricing, per Division of Work, exceeds two standard deviations of pricing for the Division of Work, it will not qualify for the program. A best and Final Offer (BAFO) may be sent to the vendor for consideration.

Renewal Option

1. If vendor offers a renewal option, the vendor will receive 20 points, otherwise zero points.

If the University does not consider the Price to be fair and reasonable, and negotiations fail to establish an acceptable Price, the University reserves the right to award to the next most qualified vendor with whom the university can negotiate a fair and reasonable price or cancel the solicitation and take appropriate action to meet the needs of the University. The University will determine whether the Price is fair and reasonable by considering the Price proposed, the Vendor's qualifications, the Vendor's reputation, all prices submitted, other known prices, the project budget and other relevant factors.

- 2.2 Award:** The University is not obligated to award a contract pursuant to this solicitation. If the University issues an award, the award shall be made to the responsible vendor whose proposal is determined in writing to be the most advantageous to the University, taking into consideration the evaluation factors set forth in this solicitation and price.

- 2.2.1 The University will post a notice to the Bulletin identifying the most responsive and responsible vendor. Awards are not final until all protests are resolved. The notice extends the response firm time until the parties sign a contract or determine not to sign a contract. If negotiations do not result in an acceptable agreement, the University shall reject the response and may begin negotiations with another vendor.

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- 2.2.2 Awarded Vendors must always, including during any resulting contract, have financial resources sufficient, in the opinion of the University, to ensure performance of the contract. Vendor must provide proof upon request. The University may require a performance bond if, in the opinion of the University, it will ensure performance of the contract. The University may terminate the contract if the Vendor lacks the financial resources to perform under the contract.

End of Instructions

3. Vendor’s Checklist for Submission of Response

This checklist is provided as a tool to aid vendors in submitting a complete response in compliance with the solicitation. Mark each item as appropriate. Failure to meet all solicitation requirements may be cause for disqualification.

3.1 Solicitation Review: We have reviewed the entire solicitation, including all referenced documents, instructions and any applicable revisions (addenda) to the solicitation. We have completed all blanks and provided all required information. Yes No

3.2 Pre-Submission Conferences / Site Visits: We attended all pre-submission conferences and /or site visits, if mandatory. Yes No N/A

3.3 Response Submission: We have enclosed the completed items as shown below.

Container properly labeled and addressed	Section 1.6.2	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Correct number of copies	Section 1.6.3	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Bid / Performance bond included	Section 1.9	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
BEP Utilization Plan completed, if applicable	Section 1.11	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Veterans Utilization Plan completed, if applicable	Section 1.12	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Vendor’s Offer	Section 4	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Milestones and deliverables	Section 5.3	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Vendor and staffing specifications	Section 5.4	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Transportation and delivery terms	Section 5.5	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Subcontracting disclosure	Section 5.6	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Where services are to be performed	Section 5.7	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Pricing completed as specified	Section 6	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Standard terms and conditions	Section 7	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Supplemental terms and conditions	Section 8	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Vendor Exceptions included	Section 9	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Confidential Information requested	Section 9	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
Redacted copy of response	Section 9	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A
References provided as requested	Section 10	<input type="checkbox"/> Yes	<input type="checkbox"/> No	<input type="checkbox"/> N/A

You must complete and provide one of the following Forms as applicable:

Form A Section 11 Yes N/A
 (if vendor is not registered in the Illinois Procurement Gateway (IPG) and does not have an active IPG Registration Number with an unexpired date)

or

Form B Section 11 Yes N/A
 (if vendor is registered in the Illinois Procurement Gateway (IPG) and does have an active unexpired IPG registration number)

Packet 2

Pricing completed as specified Section 6 Yes No

4. Vendor's Offer

The undersigned authorized representative of the identified Vendor hereby submits this offer to perform in full compliance with the subject solicitation. By completing and signing this form, we are making an offer to the University that the University may accept. The offer consists of this signature page, our response to the subject solicitation and any attachments referenced in the response.

We believe we are eligible for the preferences or special programs identified below and have checked each that applies to this offer. We understand that the University reserves the right to make a final determination regarding whether the preference or special program applies to us.

- Resident Vendor (30 ILCS 500/45-10)
- Soybean Oil-Based Ink (30 ILCS 500/45-15)
- Recycled Materials (30 ILCS 500/45-20)
- Recycled Paper (30 ILCS 500/45-25)
- Environmentally Preferable Supplies (30 ILCS 500/45-26)
- Gas Mileage (30 ILCS 500/45-40)
- Small Businesses (30 ILCS 500/45-45)
- Illinois Agricultural Products (30 ILCS 500/45-50)
- Corn-Based Plastics (30 ILCS 500/45-55)
- Disabled Veterans (30 ILCS 500/45-57)
- Vehicles Powered by Agricultural Commodity-Based Fuel (30 ILCS 500/45-60)
- Biobased Products (30 ILCS 500/45-75)
- Historic Preference Area (30 ILCS 500/45-80)
- Procurement of Domestic Products (30 ILCS 517)
- Public Purchases in Other State (30 ILCS 520)
- Illinois Mined Coal Act (30 ILCS 555)
- Steel Products Procurement (30 ILCS 565)
- Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575)
- Veteran's Preference (330 ILCS 55)

We are providing the following explanation of qualification for the preference or special programs checked above:

We certify that we have made no alterations or modifications to the original content of this solicitation or other related procurement documents, either text or graphics and whether transmitted electronically or hard copy.

Vendor Name: _____

Signature of Authorized Representative: _____ Date: _____

Printed Name: _____ Title: _____

5. Description of Supplies and Services

5.1 University's Need for Supplies / Services:

5.1.1 It is the intention of the University to establish a list of Contractors that can perform two types of work under this solicitation.

1) Construction work - Includes building, altering, repairing, improving, or demolishing any structure or building, or making improvements of any kind to real property owned or leased by the University of Illinois Urbana-Champaign.

2) Maintenance work – Includes routine operation, routine repair, routine maintenance as well as servicing fixtures, equipment, and MEP systems of existing structures, buildings, or real property.

This Request For Proposal (RFP) will facilitate the selection process for the Contractor Services Program by giving the University a list of readily available contractors approved to do work on campus at competitive prices. The intent is to award contracts to as many qualifying Contractors as necessary, to ensure the University has a sufficient number of experienced contractors that can provide work for as many of the divisions of work as possible. The University reserves the right but is not required, to issue supplementary requests for proposals to search for additional qualified Contractors as needed by the University. There is no guarantee of minimum utilization or expenditure to any successful Contractor during the contract period. For the fiscal year 2021 (July 1, 2020 through June 30, 2021) the University issued approximately 1,700 construction and maintenance services permits under this program for a total of approximately \$15.0 million.

The awarded standing purchase orders issued under this Request for Proposal (RFP) shall not allow for a single release for a project to exceed the small purchase threshold for construction, which is currently \$100,000 for fiscal year 2021. This threshold is adjusted annually on July 1 pursuant to the Higher Education Procurement Rules. A notice shall be posted detailing the annual adjustment on the Illinois Public Higher Education Procurement Bulletin web page, which is: <http://www.procure.stateuniv.state.il.us/>

All contractors, including those currently participating in the Contractor Services Program, are required to respond to this Request For Proposal (RFP) if they would like to continue participating in the Contractor Services Program.

5.1.2 Scope of Work

1. This is an indefinite quantity Contract for the work as specified, and is in effect for the period stated in the Contract Documents. No minimum level of work is guaranteed. All work will be ordered and funded when needed in accordance with the procedures contained in the Contract Documents.

2. This Contract is primarily intended for the construction, maintenance, repair, remodeling, renovation, and demolition work on University of Illinois public structures or facilities, or making improvements of any kind to University real property. This contract may also include routine repair and maintenance of existing structures, buildings, or real property.

3. The scope of work of this Contract shall be determined and authorized by individual construction permits issued in accordance with Section 5.1.3 Procedure for Ordering Work. The Contractor shall provide all pricing, management, design drawings, shop drawings, samples, documents, proper type and quantity of materials, supplies, parts (to include system components), transportation, plant, supervision, labor, and equipment needed to complete the request. The Contractor shall provide quality assurance as specified in strict accordance with the Contract Documents for each project. The Contractor shall also be responsible for site safety as well as site preparation and cleanup during and after construction. The Owner makes no commitment as to the award of individual construction permits. All costs associated with preparing proposals shall be the responsibility of the Contractor.

4. For each construction permit, the Contractor will be required to notify the Owner's Rep of the specific point of contact for the specific construction permit and the individual's direct phone number in case issues arise. The work shall be conducted by the Contractor in strict accordance with the Contract Documents and all applicable laws, regulations, codes, or directives including Federal, State of Illinois and the Owner.

5.1.3 Procedure for Ordering Work

1. Owner Notification of Work. As the need exists for work by the Contractor under the terms of this Contract, the Campus department requesting the work will submit a work request via the Facilities and Services (F&S) request portal. Each request must include pertinent information about the work required, including but not limited to the nature of the work, location of the work, preliminary scope of work, budget and required schedule, and the department contact information.

Note that Owner's Representative (Owner's Rep) as used in this section means the Owner's Rep designated by the owner to manage the executions of the work under the Contractor Services program. An employee of the Facilities and Services Construction Services Department is the designated Owner's Rep. Units ordering work DO NOT represent the Owner and cannot authorize, direct or modify work or any portion of the contractor's obligation under this contract.

For each project, the Owner's Rep will allocate the work to the qualifying contractor that best meets the University's need for the project based on factors including price, capacity, past performance, experience and knowledge.

Upon request, the work may be allocated to a contractor specified by the Campus department if determined by the Owner's Rep to be in the best interest of University. If a specific contractor is requested, the contractor will be responsible for entering the estimate on the electronic University's estimate template, along with the department contact information.

The Owner's Rep reserves the right to solicit competitive quotes from qualified vendors within the Contractor Services Program for any requested project. Competitive quoting may only be conducted by the Owner's Rep. The Owner's Rep will develop criteria for determining whether or not to solicit competitive quotes. These criteria may include factors such a departmental request, the uniqueness and complexity of a project, and potential savings. F & S Crafts and F&S Trades are not eligible to competitively quote.

Campus departments may not request multiple quotes directly from contractors.

2. Contractor Notification of Work. The Owner's Rep (or designee) will notify the Contractor of the work request and the pre-construction documentation required to process the construction permit.

3. Contractor Scope Meeting. The Contractor's representative responsible for preparation of the construction permit Proposal will visit the proposed work site in the presence of the Owner's rep for the purpose of determining the following:

- a. A detailed scope of work
- b. Existing site conditions
- c. Methods and alternatives for accomplishing the work
- d. Requirements for drawings, sketches, shop drawings, etc.
- e. Schedule requirements
- f. Preliminary quantity estimates
- g. Price Proposal

4. Detailed Scope of Work. The detailed scope of work, unless modified by agreement between the Contractor and the Owner's Rep, will be the basis on which the Contractor will develop its proposal and the basis on which the Owner's Rep will evaluate the Contractor's price proposal.

5. Issuance of the Request for Design or Request for Proposal. Upon Campus department request or completion of the scope meeting and determination of the detailed scope of work, it may be determined that design or engineering is required for the work. If design or engineering is necessary, the Owner's Rep will issue a request for design to the F&S Engineering Services Division and will provide necessary documentation to the F&S Engineering Services Division describing the detailed scope of work.

5.1.4 Preparation of the Pre-Construction Documentation and Price Proposal

Upon notification of the work by the Owner's Rep, the Contractor shall provide or cause to be on file with the Owner, the following pre-construction documentation within five (5) working days of the notice of work. Additional documentation may be required as necessary. The Contractor will not be authorized to start work until all documentation has been received, reviewed and deemed properly executed by the Owner's Rep and a construction permit has been issued by the Owner's Representative.

1. General Liability Certificate of Insurance. The General Liability Certificate of Insurance submittal requirements shall be in accordance with the Contract Documents. The Contractor shall name "The Board of Trustees of the University of Illinois" as additional insured in the appropriate locations and shall provide the blanket purchase order#, and description of the division of work. A current General Liability Certificate of Insurance must be submitted on annual basis with each renewal.

2. Builder's Risk Insurance. The Contractor shall submit a Builder's Risk Insurance Certificate for each construction permit in accordance with Section III.I herein, as a Completed Value All Risk Builder's Risk/Installation Floater policy. The total insured value must equal the total value of the proposal;

the proper Flood and Earthquake limits and deductible must be listed, if applicable; any exclusions must be listed; "The Board of Trustees of the University of Illinois" must be listed as additional insured in the appropriate locations and the purchase order# , work location and description of work must be indicated. The Contractor, at its own option, may provide an annual Builder's Risk Insurance Certificate for the value of its Standing Purchase Order (SPO).

3. Performance and Payment Bonds. All construction permits with a proposal equal to or greater than \$50,000 shall include a payment and performance bond. The Contractor shall provide a separate payment and performance bond on the forms provided by the Owner and shall be issued by a surety with a bond rating of B+,VI or better as rated by A.M. Best Key Rating Guide, as acceptable to the Owner. Each bond shall include a penal sum in the amount of one hundred percent (100%) of the Contract Sum. The Contractor's surety shall be deemed to have waived notice of, and to have consented to, changes to the Contract Documents, including changes in: (a) the time for performing the work and payment of compensation to Contractor hereunder; (b) the sums payable under this contract to Assigned Subcontractors, if applicable; and (c) the work to be performed. The Contract Documents shall be incorporated by reference into each bond.

4. Subcontractor/Vendor/Supplier Identification and Documentation. The following documentation is required by law for each subcontractor/vendor/supplier with an annual cumulative value of more than \$50,000:

- a. Electronic copy of the executed subcontract;
- b. Electronic copy of the executed Certifications and Statutory Requirements form;
- c. Electronic copy of the executed Financial Disclosures and Potential Conflicts of Interest form.

5. Shop Drawings. If applicable.

6. Proposed Changes to Floor Plan. If applicable.

7. Price Proposal. The Contractor shall prepare and submit a written fixed cost proposal electronically using the University's estimate form, which can be accessed via the Facilities and Services MyFS portal. The Proposal MUST contain the following information:

- a. Standard Purchase Order Number (SPO#)
- b. Work Request Number
- c. Scope of work
- d. Schedule
- e. Approved labor rate, estimated hours, and total labor cost
- f. Material costs, material specifications, and equipment submittals
- g. Itemized cost of Material mark-up, Parking, Equipment, Freight and Bonds (The proposal shall not include any other cost than those listed above)
- h. Subcontractor/Vendor/Supplier list with name, contract amount, and the approved labor rate with estimated hours.
- i. Time and material proposals are not allowed.

By submitting a signed price proposal to the Owner's Rep, the Contractor agrees to fully execute the work in strict accordance with the Contract Documents and the detailed scope of work for the specific construction permit. It is the Contractor's responsibility to include the necessary items in the price proposal prior to delivering it to the Owner's Rep.

5.1.5 Time for Submittal

The pre-construction documentation and price proposal will be due no later than five (5) working days after the date of notification to the Contractor. The Owner's Rep may allow additional time for preparation of these documents for complex work requests requiring approval of drawings and permits.

5.1.6 Review of the Submittals and Price Proposal

1. The Owner's Rep will evaluate the Contractor's pre-construction documentation and price proposal to ensure it is acceptable and properly executed and will work directly with the Contractor to cure any deficiencies in the submitted documentation. If the Owner's Rep (or designee) deems that the Contractor has failed to properly execute any of the required documentation, the Construction permit to the Contractor will not be issued. At the Owner's option and sole discretion, another contractor on the Contractor Services list of pre-approved vendors may be contacted to prepare a price proposal. Further, failure to submit required documentation may result in the Contractor's contract being suspended or terminated for failure to meet the contractual obligations.

2. The price proposal will be reviewed by the Owner's Rep through an evaluation of the proposal line items and proposed work units against the agreed upon detailed scope of work. The Owner's Rep will determine the reasonableness of approach, including the nature and number of work units proposed. Further, the Owner's Rep may compare the Contractor's price proposal to a cost estimate prepared by the Owner. The Owner reserves the right to reject a Contractor's price proposal based on unjustifiable quantities and/or work items, performance periods, inadequate documentation, or other proposal inconsistencies. The Owner also reserves the right to not award a Construction permit if the owner determines that awarding such Construction permit would not be in the best interests of the Owner.

3. If the Owner's Rep finds inconsistencies with the Contractor's price proposal, the Owner's Rep will contact the Contractor and request that the Contractor provide justification for all questionable line items. The Owner's Rep may request the Contractor to re-submit its price proposal. If the Contractor does not re-submit the Owner's Rep may deny the construction permit. If the Contractor is required to resubmit its price proposal, said re-submitted price proposal shall be submitted to the Owner within 48 hours. If the Contractor consistently submits price proposals which are rejected, or if the Contractor consistently fails to meet the submittal and/or resubmittal deadlines, the Owner may declare the Contractor in default and initiate termination of the Contract, in accordance with Section 7 – Termination for Cause.

4. The means and methods of construction shall be at the exclusive domain of the Contractor; subject however, to the Owner Rep's right to reject means and methods proposed by the Contractor that:

- a. Will constitute or create a hazard to the work, or to persons or property;

Or

- b. Will not produce finished work in accordance with the terms of the Contract; or

- c. Unnecessarily increases the price of the construction permit when alternative means and methods are available.

5. After the Owner's Rep has reviewed the Contractor's price proposal and agreement has been reached on the proposal content and pricing, the Contractor shall not allowed to make any further changes to the revised price proposal.

6. The Owner's Rep reserves the right to reject a Contractor's proposal based on any deficiency set forth in this document or if the Owner it feels it is in its best interest of the University to do so.

7. The Contractor shall not perform any work that is not authorized by the Owner's Rep, nor shall the Contractor perform work that is not a part of the project scope.

5.1.7 Issuance of the Construction Permit

1. When agreement is reached between the Owner's Rep and the Contractor on the Contractor's price proposal and submittals, the Owner's Rep will issue a construction permit to the Contractor authorizing the Contractor to commence work.

2. The Owner's authorized construction permit issued to the Contractor shall state the agreed upon scope, fixed cost price for performance of the detailed scope of work, schedule, Owner's Rep contact information, payment information, documents required for final work closeout and payment. The full content of the Contract Documents shall be applicable to any construction permit issued. The construction permit constitutes the Owner's acceptance of the Contractor's proposal. A fully executed copy will be provided to the Contractor.

3. No work will be performed under this Contract without a construction permit issued by the Owner's authorized representative, except emergency work as defined in Section H of this document. Performing work without a permit may result in withholding of payment and/or suspension or termination of the Contract.

5.1.8 Changes in Work

1. Only the Owner's Rep is authorized to order changes in the work by altering, adding to or deducting from the scope of work. Changes in the scope of work are made solely through the issuance of an additional permit. Changes in the scope of work must fall into one of the following Seven (7) change categories: Client Request (must submit in writing to the Owner's Rep for approval), Owner's Rep Request for Scope Changes , Professional Services Consultant (PSC) Error, PSC Omission, Code/Standards, Delivery Schedule, and Unforeseen Conditions.

2. Changes to the work will be considered as a new construction permit and as such shall require the procedures outlined above.

5.1.9 Emergency Work

For emergency work, no contractor may accept emergency work unless properly executed liability and builder's risk insurance are on file to cover said work. For emergency work situations and minor maintenance and repair construction permits requiring immediate completion, pre-construction documentation is due no later than one (1) working day after the commencement of the work. The intent of the emergency work authorization is to stop the emergency condition. Work beyond this is not a part of the emergency work authorization. Additional work required to remedy the situation must follow the established procedure for ordering work, which will result in the issuance of a new permit.

5.1.10 Builder's Risk Insurance

1. The Owner's Risk. Owner bears the risk of loss or damage for Owner-procured equipment while in transit or in storage away from the jobsite until responsibility for the Owner procured equipment is accepted by the Contractor or the property is transferred to the custody of the designated Contractor or the custody of any Contractor subject to the supervision of the designated Contractor, or any Contractor named as an additional insured, or named insured, under the Builder's Risk/Installation Floater coverage outlined in Paragraph 3 of this section. The designated Contractor is Responsible for providing and paying for the builder's risk insurance as described in Paragraph 2 and 3 of this section. Any loss or cost of repair not covered by such insurance shall be borne by the Contractor responsible for the work, without additional cost to the Owner.

2. The Contractor's Risk. The Contractor shall procure a builder's risk policy that insures against all risks of direct physical loss or damage to the work. The policy shall be issued under an ISO Completed Value Form, or equivalent form, with one hundred percent (100%) of the insurable value of the work to be executed and incorporated in the building under this Contract including all materials in or adjacent thereto and intended for use thereon. Risk of transit and storage for equipment not Owner procured is the responsibility of each individual Contractor until such time as the equipment is delivered to the jobsite. Contractors shall be responsible for payment of the policy deductible for losses to their portion of the work. In addition, Contractors will also be responsible for any losses to their portion of the work that is not covered by the Builder's Risk policy procured for the work. Contractors shall be responsible for submitting and negotiating their claims, if any, under the Builder's Risk policy, and/or for any other coverage's that they might procure on their own behalf.

a. Deductible. The policy shall be subject to the following deductible schedule, unless a different deductible is approved by the Owner under separate cover:

<u>Policy Limit of Builder's Risk</u>	<u>Maximum Amount of Deductible</u>
Under \$1,000,000	\$1, 000
\$1,000,001 to \$5,000,000	\$2,500
\$5,000,001 to \$10,000,000	\$5,000
\$10,000,001 to \$25,000,000	\$10,000
over \$25,000,000	\$25,000

The Owner shall not be responsible for any portion of the deductible.

b. Insured under the Builder's Risk Policy. The policy shall be issued in the name of the designated Contractor, or other party designated by the Owner, with the Owner, subcontractor(s), and any other party designated by the Owner named as an additional insured, as their interests may appear. If a party other than the Contractor is required to provide a Builder's Risk insurance policy, the Contractor(s) shall also be named as an additional insured(s) on said policy in addition to parties noted above.

c. Additional Risks of Loss Provisions. Contractors are responsible for, and may carry whatever additional insurance the Contractor may deem necessary and appropriate to protect the Contractor against hazards or perils not covered by the Builder's Risk insurance policy purchased in accordance with Sub-Paragraphs 2.a, 2.b, and 2.c. Any loss or cost of repair not covered by such insurance, as designated in Paragraphs 2 and 3 shall be borne exclusively by the Contractor whose work or property suffers the loss, without additional cost to the Owner. There is no insurance maintained by the Owner that covers any tools, equipment, scaffoldings, staging, towers, forms and other similar property not intended to become a permanent part of the construction owned, used or rented.

3. Builder's Risk Policy. The policy described in Section 2 shall be a Completed Value All Risk Builder's Risk/Installation Floater policy or a combination thereof. The policy shall be written in an amount equal to one hundred percent (100%) of the total sum of all construction permits issued hereunder, including the value of Owner-purchased building materials and supplies, equipment, machinery and fixtures intended to become a permanent part of the work. The insurance companies providing coverage must have a policyholder's rating not lower than B+ and a financial rating not lower than VI in the current edition of Best's Key Rating Guide. In addition, such policy must provide for thirty (30) days advance written notice to the Owner of any modification or change that includes a reduction in terms or conditions, or cancellation of any of the insurance coverages. Contractor must agree to maintain such insurance for the duration of the work. The policy will, at a minimum, comply with the requirements of this section.

a. Coverage shall include the following items:

1. The installed work of all Contractors until final acceptance by the Owner.
2. Building materials and supplies, equipment, machinery and fixtures intended to become a permanent part of the work. Coverage shall include construction premises, temporary storage locations, including staging areas (even if greater than 100 feet from premises), and property in transit.
3. Construction forms, scaffolding and temporary structures on the premises.
4. Drawings and specifications used to document as-built conditions.
5. Debris removal resulting from a covered peril.
6. Fire or collapse resulting from excluded perils.

7. Testing

b. Coverage may only exclude the following property:

1. Tools, equipment and other personal property of the Contractors and their employees;
2. Vehicles of any kind;
3. Lawns, trees, shrubs or plants; and
4. The value of existing buildings prior to renovation under this Agreement

c. Perils excluded may only include:

1. Dishonest acts of the insured or its employees;
2. Trick or fraud;
3. Mysterious disappearance;
4. Inventory shortage;
5. Corrosion, rust, rot, mold, wear and tear, except resulting unexcluded loss;
6. Changes or extremes of temperature and humidity;
7. Settling, cracking, shrinking, expanding of walls, ceilings, floors, foundations, etc.;
8. Operation of building ordinances or laws;
9. Loss of use or occupancy;
10. Design error, except resulting damages;
11. War, rebellion, insurrection, radioactive contamination; and
12. Pollution clean-up, unless the release results from a covered peril.

d. In the ISO Completed Value Builders Risk Form, or equivalent form, the limits of liability for the following two perils must be equal to the completed value or \$5,000,000, whichever is less. The deductible for the following two perils may be as high as one percent (1%) of the completed value or \$25,000, whichever is greater. Loss limitations or higher deductibles do not relieve the Contractor of responsibility for the uninsured portion of the loss.

PERILS:

1. Earth movement, including earthquake, landslide, or mudslide
2. Flood, surface water sewer backup, and seepage

e. Occupancy. The policy by its terms or endorsement shall specifically permit and allow for beneficial or partial occupancy by the Owner prior to final acceptance by the Owner.

f. Waiver of Subrogation. The Contractor's insurance policies shall include the following waiver of subrogation clause:

"It is agreed that in no event shall any insurance company of the Contractor have any right of recovery against Owner for any and all damage or loss unless such damage or loss results from the sole gross negligence or willful misconduct of Owner."

4. Evidence of Insurance. Contractor shall furnish any original Evidence of Property Insurance form evidencing the required Builder's Risk coverage to be in force on the date of this construction permit, and any renewal Evidence of Property Insurance form if coverage has an expiration or renewal date occurring during the term of the permit. The receipt of any certificate does not constitute, by the Owner, that insurance requirements have been met. Failure of the Owner to obtain certificates or other insurance evidence from the Contractor shall not be deemed a waiver by the Owner. Failure to comply with insurance requirements may be regarded as a breach of contract terms. Within five (5) days from the notice of a construction permit, a copy of the Builder's Risk Insurance policy shall be provided to the Owner's Rep (or designee).

5.2 Supplies / Services Required:

5.2.1 Mandatory Requirements:

The following is a list of **MANDATORY** requirements that all Contractors must agree to in order to be awarded a contract under the University's Contractor Services program.

Failure to agree to one of the mandatory requirements listed below shall result in the finding of your proposal to be "non-responsive" and evaluation of your proposal shall cease at this point.

	Mandatory Requirements	Is your firm able to meet this requirement? (Y/N)	Comments
5.2.1.A	The Contractor shall agree to abide by the "Contractor Services Program Specifications" (Program) in Section 5 Description of Supplies and Services of this RFP.		
5.2.1.B	The Contractor shall meet with the Owner's representative or designated campus representative to ascertain the scope for each project.		
5.2.1.C	The Contractor shall work closely with the Owner's representative and consultants to ensure the projects are completed in a timely manner and provide the quality of work required by the "University of Illinois at Urbana-Champaign Facilities Standards" which can be viewed at: http://www.fs.illinois.edu/resources/facilitiesstandards		

	Mandatory Requirements	Is your firm able to meet this requirement? (Y/N)	Comments
5.2.1.D	If proposing multiple divisions of work, each Contractor shall prove that it is “self-performing” that particular division of work. Contractor is considered to be “self-performing” when it completes at least 51% of an awarded project with its own employees. The University may, at its discretion, conduct in-depth personal interviews, obtain additional references, request background material, including financial statements, and staffing information for each division of work proposed by the Contractor.		
5.2.1.E	Contractor shall not be a construction broker. The University will not accept construction brokers into this Program.		
5.2.1.F	If work to be provided under this RFP is intended to be completed by multiple, related companies, the Contractor shall provide a separate response to this Proposal for each entity with different FEIN numbers.		
5.2.1.G	At a minimum, the Contractor shall retain complete records of the work performed under this Contract for three (3) years after payment by the University hereunder and shall make them available for inspection and audit by authorized representatives of the University. At a minimum, these records shall include: certified payrolls; invoices for materials and parts; material and part purchase documentation; asbuilt drawings; blueprints; design documents; sub-contracts entered into; and any other documentation required elsewhere in this RFP		
5.2.1.H	Contractor shall only perform work under this contract when a construction permit to perform the work is issued by the authorized Owner’s representative.		
5.2.1.I	Contractor shall sign a Project Labor Agreement (PLA) upon request for specific projects identified under this Program. In the event a PLA is required to be completed and Contractor is not able to enter into the PLA, Contractor acknowledges it may not be awarded the specific project. Contractor may qualify for an award under this RFP if it is unable to execute a PLA; however, the Contractor may not be eligible to provide work for projects that require a PLA. The University has attached its PLA with the East Central Illinois Building and Construction Trades Council in .pdf Attachment titled Project Labor Agreement.		

	Mandatory Requirements	Is your firm able to meet this requirement? (Y/N)	Comments
5.2.1.J	Contractor shall only request payment, via an invoice, when a project is completed and acknowledged as completed by the owner's signature on the work permit.		
5.2.1.K	Contractor shall provide all required documentation for payment as indicated on the permit including: a signed permit, final inspection report, as-built drawings, operation and maintenance manuals, university assigned keys, and other documents are required.		
5.2.1.L	Contractor shall provide Builders Risk Insurance in the amount of the quoted project prior to each issuance of a permit to conduct work.		
5.2.1.M	Contractor shall provide a performance and payment bond with a rating of A-:VI prior to issuance of a permit for any quoted project under this award that equals or exceeds \$50,000. Any Contractor that cannot qualify for bonding at the appropriate rating will not be allowed to provide services over \$50,000.00, but will be allowed to perform services under \$50,000.00.		
5.2.1.N	For each project, the Contractor shall notify the University of the specific point of contact for that job and a direct phone number in case issues arise.		
5.2.1.O	Contractor shall abide by the University's Labor and Indemnity requirements provided in Section 7 Standard Terms and Conditions of this RFP.		
5.2.1.P	Contractor shall warranty all work (including, but not limited to, labor, parts, and materials) provided under an awarded Contract for a period of one (1) year.		
5.2.1.Q	Contractor must computers with internet and be able to email		
5.2.1.R	The Contractor shall put forth good faith effort to use businesses owned by Minorities, Females or persons with Disabilities in performing the work to achieve 20% participation goal. Businesses used towards meeting the goal must be registered with the Illinois Department of Central Management Services (CMS) Business Enterprise Program (BEP). A firm's good faith efforts in meeting the 20% participation goal may be a factor in determining its eligibility for renewals.		

Vendor Name: _____

Signature of Authorized Representative: _____ Date: _____

Printed Name: _____ Title: _____

5.2.2 Divisions of Work:

Services provided under the Contractor Services Program shall be provided by specific divisions of work. Vendor not required to provide proposal for each division of work. If a proposal is not provided for a certain division of work, work will not be allowed to be allocated to your company under this solicitation. A single firm may qualify in the program for multiple divisions of work. The division of work breakdown is as follows:

Division 1	General Work*	Division 19	Fire Protection (alarm, detection, etc.)
Division 2	Plumbing	Division 20	Finish Flooring
Division 3	Heating/Piping/Refrigeration/Temp Control	Division 22	Landscaping
Division 4	Ventilation & Air Distribution	Division 23	Masonry
Division 5	Electrical	Division 24	Miscellaneous Metals
Division 6	Fire Suppression (sprinklers, Halon, etc.)	Division 25	Painting
Division 7	Temperature Control	Division 26	Roofing
Division 8	HVAC Test/Balance	Division 27	Site Work
Division 9	Elevator	Division 28	Structural Steel
Division 12	Carpentry	Division 34	Site Utilities
Division 14	Ceiling	Division 35	Windows/Entrances
Division 15	Concrete	Division 45	Environmental/Asbestos Abatement
Division 16	Demolition	Division 50	Trucking & Hauling
Division 17	Drywall	Division 55	Special Structures (including Metal Buildings, Pile Barns & Farm Structures)
Division 18	Excavation	Division 56	Insulation

* Any Contractor that submits a "Division of Work Qualification Form" for Division 1- General Work, shall also submit a "Division of Work Qualification Form" for at least one (1) additional division of work. Any contractor awarded General work as a division of work category shall continue to be self-performing the work awarded under the division. The University shall not allow a firm to qualify only for Division 1 work under this Program

5.2.3 Construction Practices At Site

5.2.3.1 Protection of Persons and Property

1. Disruption of Owner Activities:

The Contractor shall not cause a disruption to Owner activities. Planned activities will be coordinated with the Owner and construction will be accomplished in accordance with the schedule set forth in construction permits issued hereunder. Proposed schedule revisions shall be made known to the Owner on a timely basis.

5.2.3.2 Protection of Existing Structures and Property

1. The Contractor shall provide adequate protection to the structure or work areas during the performance of the work. In the event the failure to provide such protection would endanger life or property, the Owner may without further notice provide or install barricades, warnings, or other protection necessary and shall assign the cost of such protection to the Contractor which the Contractor agrees to pay the Owner immediately upon being billed for the same.
2. The Contractor shall avoid damage, as a result of his operations, to trees, plant life, existing sidewalks, curbs, streets, alleys, pavements, utilities, adjoining property, the work of other contractors and the property of the Owner and others and he shall at his own expense repair any damage thereto caused by his operations
3. The Contractor hereby agrees that he shall be responsible to the extent not covered by insurance for loss or damage by fire or theft of equipment, material, or other property of the Owner, incurred while such equipment, material or other property is located in any field office or on the site of the work under this Contract and the Contractor further agrees that he shall repair or replace any such equipment, material or other property so lost or damaged, to the satisfaction of the Owner at no additional cost to the Owner.
4. The Contractor or any subcontractor shall be responsible for loss or damage to any property owned by or in the care, custody, or control of the Contractor or subcontractor, as the case maybe, which does not become a permanent part of the work.
5. The Contractor shall familiarize himself with the requirements of local and state laws applicable to underpinning, shoring and other work affecting adjoining property and wherever required by law the Contractor shall shore-up, brace, underpin, secure and protect as may be necessary all foundations and other parts of existing structures adjacent to, adjoining and in the vicinity of each work site, which may be in any way affected by the excavations or other operations connected with the work.
6. The Contractor shall be responsible for the giving of any and all required notices to any adjacent or adjoining property Owner or other party and such notice or notices shall be served in sufficient time as not to delay the progress of the work.
7. The Contractor shall indemnify, save and keep the Owner harmless from any loss,

expense or damages on account of settlements or the loss of lateral support of adjacent or adjoining property and from all loss or expense and all damages for which the Owner may become liable in consequence of such injury or damage to adjacent and adjoining structures and their premises, caused by the execution, or other operations connected with the work. The provisions of this paragraph shall include also, and apply to any liabilities and duties placed upon the Owner as Owner or occupant of the property on which the improvements provided for herein are to be constructed, by the provisions of an Act entitled "An Act to prescribe the duty of an Owner or occupant of lands upon which excavations are made in reference to the furnishing of lateral and subjacent support to adjoining lands and structures thereon". See 765 ILCS 140/1 et seq.

8. The Contractor shall be responsible for final clean up on each construction permit. The cost for final clean-up will not be paid for under any specific item but shall be included in the Contractor's proposal for the work

5.2.3.3 Precautions and Safety

The following list contains site protection and safety issues which, if not maintained or remedied within seven days of notice shall be cause for termination of this Contract.

1. The Contractor shall take all precautions that may be necessary to render all portions of the work secure in every respect or to decrease the liability of accidents from any cause, or to avoid contingencies which are liable to delay the completion of the work. The Contractor shall furnish and install, subject to the approval of the Owner, all necessary facilities to provide safe means of access to all points where work is being performed and make all necessary provisions to insure the safety of workers, and the Owner's personnel during the performance of said work. The Contractor will be required to conduct his work so as not to unnecessarily obstruct the activities of other contractors who also may be engaged in work on any work or any public facility.
2. Only such materials and equipment as are necessary for the prosecution of the work under this Contract, as determined by the Owner, shall be placed, stored or allowed to occupy any such space at any work site. If gasoline, flammable oils or other highly combustible materials are to be stored at any work site, they shall be stored in approved safety containers and placed where directed by the Owner.
3. The Contractor shall prohibit all lighting of fires in or around the premises and all smoking in restricted areas where posted with "NO SMOKING" signs and shall use due diligence to see that such prohibition is enforced. "NO SMOKING" signs shall be furnished and posted by the Contractor.
 - a. No debris or waste materials shall be burned at any work site.
 - b. During work, all cutting or welding operations shall be carried out with all precautions taken to prevent fires resulting from sparks or hot slag. Extreme care shall be exercised to determine that such sparks or embers do not fall into any combustible materials, even if such material is stored on lower floors. Sheet metal wind screens shall be provided around the lead-melting furnaces whether building is enclosed or not. Portable fire extinguisher shall be provided

at and below all locations where cutting or welding or melting operations are being performed or, if such operations are extensive, a hose from the stand pipe system or fire hydrant shall be placed nearby.

c. Combustible material, such as wood, crates, excelsior paper, rags or flammable solvents shall not be allowed to accumulate; but, shall be removed in Contractor provided dumpsters to a safe location and disposed of immediately after they have served their purpose.

d. Concentration of gas fumes shall be reported immediately by the Contractor who shall be responsible for clearing the area, and notifying the Owner and the utility company. All operations in the area shall be suspended until the source of such fumes has been located and corrected.

e. The Contractor shall arrange for the installation of necessary fire protection lines and equipment as required by the local fire Marshall or the Owner's Fire Department and as necessary to properly protect any building under construction. Permanent fire protection facilities may be used for this purpose as soon as they are installed tested, approved for use by the Owner in writing for temporary use. Salamander heaters or similar forms of uncontrolled heaters shall not be used except with the special written permission of the Owner and the Owner's Fire Owner and then only when each salamander is maintained under constant supervision.

f. Gasoline shall be kept and handled in approved safety cans.

g. All tarpaulins used for any purpose shall be made of fire, water and weather resistant materials.

h. Contractor shall at all times take, or require to be taken, all necessary steps required to safeguard Owner's property and employees from injury or loss in connection with the performance of the work. Contractor shall take, or require to be taken, all necessary steps to protect Owner's equipment, adjacent facilities, apparatus, and other property and all adjacent work and property, including, but not limited to, the use of shoring, boarding, and other safeguards. Where the work endangers the safety of pedestrians and drivers, barricades for traffic shall be used. Contractor shall keep Owner's property and the work reasonably free from dampness, dirt, dust, and other damage and shall provide all reasonable security measures necessary to protect the work from the elements, vandalism, theft, and other risks of property loss. All temporary protections shall be removed by Contractor upon completion of the work.

5.2.3.4 Occupancy Interference

1. The Contractor shall comply with any and all requirements imposed by the Owner in order to minimize the interference of the work with the normal conduct of business in or around the portions of any buildings or structures in use at the site of any work.

2. Upon the Owner's direction, the buildings or structures which are presently in full time use and operation at the site of any work, will continue in normal use during

performance of the work. Building facilities, including heating, ventilation, and air conditioning, lighting and plumbing, will not be interrupted in the occupied areas, except as required for making connections to power sources as hereinafter specified.

3. The Contractor will provide written notification to the Owner requesting any anticipated interruption in facilities at least two (2) weeks prior to the proposed interruption, allowing for temporary relocation of personnel, operations and equipment during the work. The Contractor shall provide any temporary facilities deemed necessary by the Owner due to an interruption of facilities. The Owner, in his sole discretion, will determine the procedures, times of day and dates that the Contractor may accomplish the work and may reject or modify the Contractor's proposal.

4. Storage of all material and/or equipment shall be located in areas as designated and approved by the Owner, scheduled in such manner to minimize interference with the normal conduct of business in or around the occupied portions of the building and/or vehicular areas at any work site.

5. All utility outages shall be scheduled through the F&S Service Office.

5.2.3.5 University Procedures and Requirements

1. Limit of Contractor's Operations:

a. Work Areas: Work areas outside the building shall be confined to the limits of the construction site. The general scheme of operations, work area assignments, and use of the job site shall be subject to the approval of the Owner's Rep.

b. Building Access: Uncontrolled or unrestricted access will not be permitted through either an existing building or new building site for materials, debris or equipment. All access routes and methods shall be controlled by the Contractor so as to minimize the disruption of the Owner's operations and shall be subject to approval by the Owner's Rep. Doors, windows, stairs and floors used in moving materials shall be properly protected to prevent damage thereto.

c. Site Security: Full-time watchmen will not be specifically required, but the Contractor shall provide inspection of the building and site daily while the work is in progress and shall take whatever measures are necessary to secure the building from theft, vandalism and unauthorized entry.

5.3 Milestones and Deliverables:

	Mandatory Requirement	Is your firm able to meet this requirement? (Y/N)	Comments
5.3.1.A	In order to be accepted into the program, the Contractor shall be required to maintain a certified payroll, and make those documents available to the University upon request.		
5.3.1.B	Awarded Contractors shall be required to complete Financial Disclosures and Conflict of Interest Form annually. This form is Required with the response to this RFP, is included in Section 11 Form A or B of this RFP, and may be subject to change throughout the term of the Contract.		
5.3.1.C	Contractor shall agree to provide the reports and deliverables required in the Contractor Services Program Specifications provided in Section 5 Description of Supplies and Services of this RFP		

5.3.2 Division of Work Qualification Form

Each proposal must contain one (1) completed “Division of Work Qualification Form” for **EACH DIVISION OF WORK** your firm seeks to qualify for in the Contractor Services Program.

Please indicate on each “Division of Work Qualification Form” whether your firm is applying for consideration to perform construction and/or maintenance work.

Please make additional copies of this form for each division of work you firm seeks qualification for in this program.

Contractor may attach additional pages if necessary.

PRIOR WORK EXPERIENCE:

Provide information in the following tables related to three (3) to five (5) of the most recent projects your firm has completed which would fall under this division of work.

N/A is required if no experience exists.

NOTE: The Contractor certifies that it is empowered to use the names of references it provides and agrees that the University may contact these references.

PROJECT 1

Job Description:	
Company/Individual Providing Work For:	
Company/Individual's Telephone #:	
Project Dates:	
Approximate \$ Value of Job:	
Percentage of Work Completed Using Your Firm's Employees:	

PROJECT 2

Job Description:	
Company/Individual Providing Work For:	
Company/Individual's Telephone #:	
Project Dates:	
Approximate \$ Value of Job:	
Percentage of Work Completed Using Your Firm's Employees:	

PROJECT 3

Job Description:	
Company/Individual Providing Work For:	
Company/Individual's Telephone #:	
Project Dates:	
Approximate \$ Value of Job:	
Percentage of Work Completed Using Your Firm's Employees:	

PROJECT 4

Job Description:	
Company/Individual Providing Work For:	
Company/Individual's Telephone #:	
Project Dates:	
Approximate \$ Value of Job:	
Percentage of Work Completed Using Your Firm's Employees:	

PROJECT 5

Job Description:	
Company/Individual Providing Work For:	
Company/Individual's Telephone #:	
Project Dates:	
Approximate \$ Value of Job:	
Percentage of Work Completed Using Your Firm's Employees:	

5.3.3 Licensing or Certifications Employee Specific

Provide information for any licenses or certifications held by employees for the trades necessary to conduct work in this division of work:

Type of License or Certification	# of Full-Time Employees Licensed or Certified

In order for the University to obtain a “snapshot” of the licensed employees, complete the following table demonstrating licenses for trades necessary to conduct work for this division of work. The University does not want to burden potential Contractors and require information for all licensed employees; however, in order to verify that your firm can perform this division of work verification of licensed employees may be necessary (depending on the division of work).

Employee’s Name	Type of License	License Number	Date of Expiration	Years Employee has Been with the firm

EQUIPMENT:

List a snapshot of pieces of equipment (if applicable) that your firm owns/leases to provide services in this division of work:

Description	Model # (if applicable)	Year Purchased/Leased (if known)	Leased or Owned?

5.3.4 Design and Construction Submittals

5.3.4.1 Contractor's Responsibilities and Submittal Procedures

1. Providing sketches, investigations to properly address the scope of work, shop drawings, specifications, as-built drawings, product data and samples, operation and maintenance manuals, warranties, and other submittals shall be included in the scope of work under this Contract and shall be fully executed at the expense of the Contractor to the satisfaction of the Owner.
2. The number of design drawings, shop drawings, product data and samples to be submitted for approval will be determined by the Owner.

5.3.4.2 Design Submittals

1. Under this Contract it is expected that the level of design will vary from construction permit to Construction permit. Case 1: On some construction permits the Owner will provide all necessary drawings, plans and specifications for the Contractor to do "take offs" and shop drawings if required. Case 2: On other work the Owner may supply only partially developed plans and drawings and the Contractor will be required, at its own expense and to the satisfaction of the Owner, to provide supplemental sketches including, but not limited to expanded detail sketches, material schedules and drawings necessary for the purpose of defining the scope of work and construction.

5.3.4.3 Submittals During Construction

1. Contractor shall submit prior to purchase and installation, all necessary shop drawings, product data and samples for all materials, equipment and fixtures as required. All submittals shall be sent to the Owner with sufficient time for review and approval without adversely affecting the execution of the work.
2. The Contractor shall submit shop drawings, working drawings, samples, catalogue and other data as the Owner may require for the work involved under individual construction permits under this Contract. The requirement for providing such documentation will vary with each construction permit depending on the amount of documentation furnished by the Owner, the complexity of the work, and nature of the work involved.
3. It is understood and agreed that the Contractor will furnish the Owner sufficient drawings and information to permit the Owner to identify and check the construction, setting erection and assembly of the various materials and parts of equipment, and to determine whether the work complies with the requirements of the construction permit proposal. The Contractor shall take all measurements and verify all conditions at the site where work is to be performed on any existing structures and on the new structures to be built under this Contract.
4. The procedures required to obtain approval of shop drawings, working drawings and other data shall be as ordered by the Owner after award of the Contract.
5. It is understood and agreed by the Contractor, by accepting this Contract, that when the Owner approves shop drawings, the Owner is merely accepting the general layout and appearance; that approval of shop drawings does not constitute acceptance by the

Owner of variations from the construction permit documents, and that the Contractor is not relieved of strict adherence and responsibility to the details of the Contract as shown on the work documents and written in the specifications.

5.3.4.4 Close Out Submittals

1. Record Documents. Within thirty (30) days after completion and acceptance of the Work, the Contractor shall deliver to the Owner, clearly marked "Record Documents", the "As-Built" drawings and Record Shop Drawings and Product Data arranged in proper order, and indexed.

2. Procedures

a. "As-Built" documents shall be "As-Built" record shop drawings or "As-Built" Contract drawings and specifications.

b. The Contractor shall provide the "As-Built" documentation.

c. The Owner's Rep shall monitor the "As-Built" process.

3. Construction Permit signed by the department representative that requested the work.

4. As-Built Contract Document(s). Contractor shall provide as-built drawings and shall confirm to Owner that such drawings are appropriate and complete and in compliance with the requirements of the Contract Documents,

a. The "As-Built" drawings shall reflect the actual conditions of the constructed facility or work.

b. The work specifications shall be revised to reflect the final "As-Built" condition.

c. As the work progresses, the Contractor shall keep a complete and accurate record of the following:

1. Changes and deviations between the work as shown on the Contract drawings and the shop drawings, indication on the "As-Built" documents the work as actually installed.

2. The specific locations of piping, valves, duct work, equipment and other such work, which were not located as shown in the Contract Documents.

3. Equipment schedules indicating the actual manufacturer's names and model numbers.

d. Changes, deviations and other records shall be recorded on blueline prints of the Contract drawings. This record set of drawings shall be kept at the job site by the Contractor for periodic inspection by the Owner's Rep.

e. At the completion of the work, the Contractor shall review the "As-Builts", make the necessary corrections and certify that the "As-Built" documents (drawings and specifications) are complete and accurate.

5. "As-Built" Shop Drawings and Product Data

a. The preparation of "As-Built" shop drawings shall be the exclusive responsibility of the Contractor.

b. Shop drawings shall reflect the as-manufactured or "As-Built" conditions.

c. "As-Built" Drawings shall be submitted for all items previously reviewed as shop drawings except information as specified under "Instruction and Parts Lists."

d. The Contractor shall furnish three (3) record copies of product data.

6. Operation and Maintenance Manuals

Contractor shall obtain and transmit to the Owner's Rep all documentation required by the Contract Documents regarding the operation and recommended maintenance programs relating to the various elements of the work. Such documentation shall be furnished to Owner's Rep in uniform three-ring binders labeled with the work name and number.

a. Contractor shall submit three (3) copies of Operating and Maintenance Manuals. Each complete copy may utilize several binders to contain the materials.

b. Accuracy of information and compliance with other requirements are the exclusive responsibility of the Contractor.

c. Submittal Procedure

1) All O&M manuals shall include definite and specific information and instructions on materials, apparatus, equipment and systems provided under the Contract and include only latest standard commercial data. Maintenance period to be represented by maintenance data is five (5) years.

2) Include for each item the following data, as applicable, edited to include items specific to the Contract. Make data, including notations, completely legible, either typewritten or printed.

a) Manufacturer's operating instructions, maintenance and repair manuals that set forth the manner of operation, precautions to be followed, and periodic preventative maintenance requirements.

b) Final accepted shop drawings, product data and catalog cuts, including final comments and responses.

- c) Printed Data: Manufacturer's original catalogue cuts, brochures, operating and maintenance data.
- d) Manufacturer's recommended maintenance and cleaning procedures, methods and materials for exposed finish.
- e) Manufacturer's product specifications including performance curves, wiring diagrams, and tabulation of sizes and identifying numbers.
- f) Complete and detailed materials list and parts list of assembly drawing.
- g) Recommended inventory of spare parts and emergency parts, sources of purchase, and quantities and prices for 5 years of operation.
- h) Name, address, telephone numbers of Contractor, suppliers, installers, service representatives and part vendors.
- n) Anticipated date Owner assumes responsibility for maintenance.
- o) Procedures for starting, operating and stopping equipment, including checklists and all tools or equipment required for operating.
- p) Inspection and adjustment procedures.
- q) Emergency schedules and procedures.
- r) One copy of each wiring, piping and/or duct diagram.

5.3.5 Work Documentation

5.3.5.1 Basic Work and Records Retention Procedures

1. Basic Work Documentation. Contractor shall maintain the following documents on behalf of and for the use of Owner: (a) a complete set of current subcontracts and Contract Documents, including a current set of drawings, specifications, modifications reflecting product and materials selections and as-built conditions on the work; (b) all shop drawings, samples, product data, and other submittals; (c) a clean set of the principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations certified by a qualified surveyor or engineer; (d) all required insurance certificates from subcontractors; and (e) all other documents required by this Contract.

2. Record Retention and Audits. 30 Illinois Compiled Statutes 500/20-65 requires the Contractor (and any Subcontractors) to maintain, for a period of three (3) years after the later of the date of completion of this Contract or the date of final payment under the Contract, all books and records relating to the performance of the Contract and necessary to support amounts charged to the Owner under the Contract. The Contract and all books and records shall be available for review and audit by the Owner and the Illinois Auditor General. If this Contract is funded from contract/grant funds provided by the U.S. Government, the Contract, books, and records shall be available for review and audit by the Comptroller General of the U.S. and/or the Inspector General of the federal sponsoring agency. The Contractor agrees to cooperate fully with any audit and to

provide full access to all relevant materials. Failure to maintain the required books and Records shall establish a presumption in favor of the Owner for the recovery of any funds paid by the Owner under this Contract for which adequate books and records are not available. Contractor shall require all payees, including but not limited to subcontractors and material suppliers, to comply with the provisions of this section and shall include the requirements set forth herein as part of any written contractual agreements between Contractor and payees.

3. Work Videotapes and Photographs. If at any time requested by Owner's Rep, Contractor shall, at Owner's expense, record periodic narrated videotapes or take photographs depicting progress of the work. Any specific safety or environmental incidents shall be videotaped at the time of the incident without waiting for Owner authorization. All videotapes and photographs shall be submitted to Owner's Rep on a weekly basis.

4. Certified Payroll. The Contractor shall maintain, keep and make available for audit by the Owner, a certified payroll consisting of a complete copy of the records required by the Prevailing Wage Act (ILCS 820 130/5(a)(1)). The certified payroll shall include records of all laborers, mechanics, and other workers employed by the Contractor and its subcontractors, for services performed under this Agreement. The records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, hourly wages paid in each pay period, number of hours worked each day, and the starting and ending times of each workday. The certified payroll shall be accompanied by a statement signed by the Contractor and statements signed by each subcontractor where appropriate which aver that: (1) such records are true and accurate, (2) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required under the Act; and (3) the Contractor or subcontractor acknowledges that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.

5.3.6 Decals or stickers advertising the vendor's name are not to be placed on or displayed on any University property or equipment. Failure to comply with this condition may be reason for termination of contract.

5.4 Vendor and Staffing Specifications:

5.4.1 Contractor's Qualifications and Other Required Information

In order to be evaluated for a contract award, the Contractor shall complete section 3.1 entitled "Contractor Services Company Qualification Form." In addition, the Contractor shall complete section 3.2 entitled "Division of Work Qualification Form" for each individual division of work for which Contractor would like to qualify. The Contractor shall indicate on the "Division of Work Qualification Form" whether it is applying for consideration to perform construction and/or maintenance work under that division of work.

5.4.2 Contractor's Services Company Qualifications Form

Each proposal must contain one (1) completed "Contractor Services Company Qualification Form" Contractor may attach additional pages if necessary.

SUPPORT EMPLOYEES:

Indicate the number of full-time, part-time and seasonal “support” employees. Types of employees may be: secretarial, management, administrative assistant, planner, etc....:

Type	Number of Full-Time Support Employees	Number of Part-Time Support Employees	Number of Seasonal Support Employees

5.4.3 Financial Adequacy:

The company’s most recent audited Annual Report and or its financial statements for the past (3) fiscal years, including Balance Sheets, Statements of Revenue and Expenses, and Statement of Cash Flow for the business entity must be provided to demonstrate financial solvency.

CURRENT FINANCIAL INSTITUTION

Company Name:	
Contact’s Name:	
Contact’s Telephone #:	
Contact’s Fax Number:	
Type of Services Provided and Duration of Relationship:	

5.4.4 **Bond Rating**

Any projects for work under this program that meet or exceed \$50,000.00 will require a Combined Payment and Performance Bond. The University reserves the right to require a Combined Payment and Performance Bond for any project under this amount as well. In the event that the University requires a Combined Payment and Performance Bond, the bond will be provided by a satisfactory and responsible surety company authorized to do business in the State of Illinois, and which bond shall be in satisfactory form to the University and written by a surety company having a rating of B+:VI in the latest issue of Best's Key Rating Guide.

List the additional cost of Combined Payment and Performance Bond that the University may require _____% of total bid at \$50,000.00.

The University reserves the right to consider the Combined Payment and Performance Bond as part of the overall RFP analysis. Failure to offer a bond may result in your bid being declared non-responsive.

Please provide your bond policyholder rating: _____

Please provide your bond financial rating: _____

5.4.5 Insurance Rating

The insurance companies providing coverage must have a policyholder’s rating not lower than B+ and a financial rating not lower than VI in the current edition of Best’s Key Rating Guide. In addition, such policy must provide for thirty (30) days advance written notice to the University of any modification or change that includes a reduction in terms or conditions, or cancellation of any of the insurance coverage. Contractor must agree to maintain such insurance for the duration of the work. The policy will, at a minimum, comply with the requirements of this section. **Please provide a copy of your current insurance certificate with your response.**

Please provide your policyholder rating: _____

Please provide your financial rating: _____

5.4.6 Licensing (Company Specific)

Provide licensing information for any licenses held in the name of the company:

Name on License	Type of License	License Number	Date of Expiration	Years License has been continuously held

5.4.7 Personnel

5.4.7.1 General

The Contractor shall, immediately upon receiving a fully executed Contract, assign and maintain during the term of this Contract and any extension of it, an adequate staff of competent personnel who are fully equipped, licensed as appropriate, available as needed, qualified and assigned exclusively to perform the work.

5.4.7.2 Character of Workers

1. The Contractor shall employ a sufficient number of competent and efficient laborers, mechanics, or artisans and whenever, in the opinion of the Owner, any employee is careless, incompetent, violates safety or security rules, obstructs the progress of the work, acts contrary to instructions or conducts himself/herself improperly, or fails to follow the safety requirements of this Contract, the Contractor shall, upon request of the Owner, remove the employee from the work and shall not employ the employee again with respect to the work, except with the written consent of the Owner. The Contractor shall not permit any person to enter any part of the work or any buildings connected therewith who is under the influence of alcohol or controlled substances.

2. The Contractor shall provide a job site supervisor who is readily available and competent to ensure the work is properly executed.

1. If, at any time during the course of the work, the Owner's Rep reasonably determines that the performance of any member of Contractor's staff or any of Contractor's subcontractors working on the work is unsatisfactory, the Owner's Rep may, in writing, require Contractor to remove such staff member or terminate such subcontractor from the work immediately and replace the staff member or subcontractor at no cost to Owner, including those resulting from any delay or inefficiency the change may cause.

5.5 Transportation and Delivery Terms:

5.5.1 Orders of Materials and Equipment

Orders of Materials and Equipment The Contractor shall be expected to schedule, coordinate, expedite, and effect the purchase and delivery to the project site of materials and equipment required to be provided by the Contractor pursuant to the construction permit. The Contractor shall be expected to perform expediting and inspection services after the placement of all such orders.

5.5.2 Time and Progress

5.5.2.1 Time

The dates of commencement and completion of a construction permit shall be the date on which the construction permit is issued. The Contractor shall provide all required documentation and complete all work in a timely manner as to not delay the execution of the construction permit.

5.5.2.2 Progress Schedule

The Contractor agrees to begin actual work covered by construction permits issued under this Contract in conformity with the provisions set forth herein and to prosecute the same with all due diligence, so as to complete each construction permit by the completion date stipulated in the construction permit.

5.5.2.3 Inspection and Punch List

1. Prior to the issuance of a construction permit, the Owner's Rep will complete an Inspection and Risk Assessment Form to determine if an inspection is required. If it is determined that an inspection is required, it will be indicated on the construction permit as a close-out requirement. No payment will be made to the Contractor until the inspection has been completed, punch list items corrected, and it has been determined by the Owner's Rep that final completion has been achieved.

2. Upon notification by the Contractor that the work is complete and ready for inspection, Owner's personnel shall conduct the final inspection to determine if the work complies with the Contract Documents.

3. At the conclusion of the final inspection, the Contractor shall be notified of any items remaining in a deficient, defective or unacceptable condition. Said list shall be known as the Owner's punch list.

4. Correction of the Owner's Punch List. It is the responsibility of the Contractor to correct any deficient, defective or unacceptable work. Within three (3) days of receipt of the punch list the Contractor shall commence correcting all items identified as deficient, defective or unacceptable

a. Contractor shall bear all costs and expenses associated with correcting punch list items.

b. If the Contractor does not complete the items on the Owner's punch list within 10 days of receipt of the notice, it shall be construed as failure to prosecute the work under the Contract.

c. If the work on the Owner's punch list cannot be completed within the stated time, the Contractor shall provide information explaining why the items cannot be completed. The Owner's Rep and Contractor will agree to a time when such items will be completed.

d. Failure of Owner personnel to include any items on the Owner's punch list shall not alter the responsibility of the Contractor to complete all the work in accordance with the Contract Documents.

e. Items discovered after the Owner's punch list which are part of the construction permit shall be completed within ten (10) days of notification to the Contractor.

5.5.3 Payment

5.5.3.1 Payment Frequency

Barring extenuating circumstances, only one payment shall be made to the Contractor. Such payment shall be made after the full performance of the construction permit. The Owner's Rep, after notification in writing by the Contractor that the work is fully completed and ready for final inspection, and upon finding the work acceptable, all closeout documents submitted, university-issued keys returned and the Contract fully performed, shall promptly certify its acceptance and final completion and issue payment. The Contractor is responsible for acquiring a signature on the permit from the requesting department signifying that the work is complete as a part of the closeout documents.

Payments will be made after a properly formatted invoice has been received and reconciled. The invoice must include the unique invoice number, invoice date, remittance address, amount, contractor's standard purchase order number and the construction permit number. In addition, all closeout requirements must be met before payment will be released.

Closeout requirements may include:

- A copy of the construction permit signed by the responsible party
- A final inspection report provided by Facilities & Services Commissioning & Inspection
- As-Built Drawings
- Operation and Maintenance Manuals
- University assigned keys
- Other documents as requested by the Owner's Rep

Payment for work with deductive change orders:

If actual work performed results in an invoice amount less than the construction permit amount, the invoice will be paid as submitted and recognized as the first and final invoice for the project

5.5.4 Payment Withheld

The Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any payment to such extent as the Owner may deem to be necessary to protect Owner from loss for including, but not limited to, one or more of the following items:

1. Performing work without a permit with the exception of work performed in accordance with section 5.1.9 – Emergency Work.
2. Failure by Campus department to sign the construction permit indicating agreement that the Contractor has completed the scope of work in a satisfactory manner.
3. Defective work not remedied.
4. Claims against either Contractor or Owner or both filed by any person or persons, including Owner, or reasonable evidence indicating probable filing of such claims.
5. Failure of the Contractor to make payments properly to subcontractors or for material or labor.
6. A reasonable doubt that the work can be completed for the balance currently unpaid.
7. Damage to Owner or to a third-party to whom Owner is or may be liable.

5.6 Subcontracting:

5.6.1 Subcontracting is allowed is not allowed.

For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Unless a supply item is the essence of the contract, a supplier is not considered a subcontractor.

5.6.2 The maximum percentage allowed to be provided by a subcontractor is 49 %.

5.6.3 Will subcontractors be utilized? Yes No

If "Yes", identify any subcontractor(s) who will have a subcontract with an estimated value of \$50,000 or more.

Subcontractor Name: _____
 BEP, Veterans, or Small Business certification # (if applicable): _____
 Anticipated / Estimated Amount to be Paid: _____
 Address: _____
 Description of work: _____

Subcontractor Name: _____
 BEP, Veterans, or Small Business certification # (if applicable): _____
 Anticipated / Estimated Amount to be Paid: _____
 Address: _____

Description of work: _____

All identified subcontracts must include the Certifications and the Financial Disclosures and Conflicts of Interest, completed and signed by the subcontractor.

5.6.4 The Vendor shall notify the University of any additional or substitute subcontractors hired during the term of any resulting contract and provide the information identified in Section 5.6.3.

5.6.5 Contractor to Subcontract.

The successful Contractor may enter into Subcontracts with Subcontractors for the performance of those portions of the construction permit not performed directly by the Contractor. The subcontracted amount for any individual construction permit shall not exceed 49% of the value of the labor on the construction permit. The Contractor shall, within five (5) days after notification of the work request, notify the University in writing of the names of Subcontractor(s) and amount proposed for the Work. The Contractor may be required to provide the University's Representative with such written information as the University deems necessary in order to determine whether to object to the hiring of any Subcontractor, including proof of license. If no objection is interposed by the University within seven (7) days of its receipt of such information, the University shall be deemed to have no such objection and the Vendor may execute such Subcontract and shall furnish the University a copy of same. The Vendor shall not subcontract with any Subcontractor (including affiliates and subsidiaries of Contractor) who is not properly licensed or against whom the University has a reasonable objection. The Vendor shall bind every Subcontractor by all of the provisions of the construction permit and this RFP, which are applicable to such Subcontractor's Work.

5.6.6 Coordination of the Subcontracts

The University shall not assume any responsibility for defining the limits on any Subcontracts on account of the construction permit. The Contractor is expected to ensure that the Subcontracts are coordinated so that all of the Work is properly and clearly allocated among, and assigned to, the Contractor and Subcontractors without omission, conflict, or duplication.

5.6.7 Contractor Responsible for Acts of Subcontractors

The Contractor's subcontracting of the Work, and the University's consent and approval of subcontracting with any Subcontractor, shall not relieve the Contractor from any liability or obligation under the Agreement, Documents, Construction Permit, or under any Applicable Laws. The Contractor shall be responsible for any and all acts, defaults, omissions or negligence of its Subcontractors, and shall be and remain liable and obligated to the University for all Work subcontracted. No relationship of agency, employment, contract, obligation or otherwise shall be created between the University and any Subcontractor of the Contractor, and a provision to this effect shall be inserted into all Subcontracts and other agreements between the Contractor and its Subcontractors. In no event shall the University be liable to any of the Subcontractors for Work performed by such Subcontractor on behalf of the Contractor or for the Project.

5.7 Location Where Services are to be Performed:

- 5.7.1 In accordance with Section 25-65 of the Illinois Procurement Code, Vendor shall disclose the locations where the services required under this solicitation and will be performed, including by any subcontractors, and the known or anticipated value of the services to be performed at each location.
- 5.7.2 Unless otherwise disclosed in this section, all services shall be performed in the United States. This information and economic impact on Illinois and its residents may be considered in the evaluation. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States unless the Chief Procurement Officer determines in writing that it is in the best interest of the University.
- 5.7.3 Location where services will be performed: _____
 Percentage of services performed at this location: _____
 Anticipated value of services performed at this location: _____

5.8 Term:

- 5.8.1 Any contract resulting from this solicitation will have an initial term of **July 1, 2020 through June 30, 2022**. If a start date is not identified, the term of the resulting contract shall commence upon the last dated signature of the parties.
- 5.8.2 In no event will the total term of the resulting contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years.
- 5.8.3 Vendor shall not commence billable work in furtherance of the contract before the contract is signed by all parties.

5.9 Renewal:

- 5.9.1 The resulting contract will will not contain renewal options. The resulting contract may not be renewed unless the renewal period(s) and any applicable conditions are shown below.
- 5.9.2 The University reserves the right to renew for a total of **1 renewal option for 2 years**.
- 5.9.3 Unless otherwise specified in this solicitation or the resulting contract, renewals will be subject to the same terms and conditions as the original contract.
- 5.9.4 The University may renew the resulting contract for any or all of the renewal option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the University.
- 5.9.5 The resulting contract may not renew automatically nor renew solely at the Vendor's option.

- 5.10 Termination for Cause:** The University may terminate the resulting contract, in whole or in part, immediately upon notice to the Vendor if: (a) the University determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property; (b) the Vendor has notified the University that it is unable or unwilling to perform the contract; (c) Vendor fails to perform to the University's satisfaction any material requirement of the resulting contract; or (d) the University determines that the Vendor lacks the financial resources to perform the contract. The University shall provide written notice to the Vendor to cure the problem identified within a specified period of time. If not cured by the specified date, the University may either immediately terminate the contract without additional written notice or enforce the terms and conditions of the contract. For termination due to any of the causes contained in this section, the University retains the right to seek any available legal or equitable remedies and damages.
- 5.11 Termination for Convenience:** The University may, for its convenience and with 30 days prior written notice to Vendor, terminate the resulting contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and / or services provided in compliance with the resulting contract up to and including the date of termination.

6. Pricing

6.1 Pricing Offer: Attach additional pages if the specified pricing format requires additional pages.

Pricing **MUST** be returned on the Excel spreadsheet that is attached to the Procurement Bulletin in electronic format on the USB that is required with your proposal. If pricing is not returned in an electronic format vendor may be disqualified. Please note two versions of excel has been posted to the Procurement Bulletin the version that is compatible with your system needs to be returned with your proposal.

6.1.1 Method and Rate of Payment

6.1.1.A Hourly Labor Rates:

In the tables below indicate the rate that your firm will charge the University for supplying foremen and journeymen tradespersons for each category you intend to provide for the first term of the contract July 1, 2022 – June 30, 2024. The rate should include all costs, overhead and profit, excluding material, material mark-up, parking, equipment and freight. The rate should cover prevailing wage requirements established by the Illinois Department of Labor as outlined for Champaign County on their web page at:

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/2019-Rates.aspx>

Under the Renewal section 6.1.5 for the contractors that select that option that prices will increase or decrease in accordance with the east Central Illinois Building & Construction Trades Council Local Area Agreement, upon the start of the first renewal period from July 1, 2022 to June 30, 2024 and each renewal period to follow, the University shall calculate any prevailing wage increase/decrease per division of work, per the East Central Illinois Building & Construction Trades Council Local Area Agreement, and add that increase or deduct that decrease, if applicable, to this portion of the contract. For each renewal period, the Contractor shall receive a purchase order which will list the amount of the increase/decrease and the resulting new rate for the renewal period.

<https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/2019-Rates.aspx>

6.1.1.B Hourly Rates for Foremen

Contractors should list the hourly rates for foremen under the applicable trade name they are proposing. When completing this table, Contractors should be aware of the following:

- Trade Name is as defined by the Illinois Department of Labor.
- Type/Class is the type/class of the trade as defined by the Illinois Department of Labor.
- Base Rate is considered the base rate for hours worked Monday through Friday for equal to or less than an eight (8) hour shift.
- Mon.-Fri. > 8 Overtime Rate is the hourly rate for hours worked Monday through Friday after the tradesperson works over eight (8) hours.
- OSA Rate is the hourly rate for every hour worked on a Saturday
- OSH Rate is the hourly rate for every hour worked on a Sunday or Holiday (see section 6.1.2 for additional information on holidays)

Determination of the hourly rate to be paid for specific scenarios shall be made in accordance with the Illinois Department of Labor's prevailing wage requirements.

Trade Name	Type/ Class	Foreman base rate (per hour)	Foreman Mon.-Fri. > 8 overtime rate (per hour)	Foreman OSA rate (per hour)	Foreman OSH rate (per hour)
Asbestos Abt-Gen	BLD	\$	\$	\$	\$
Asbestos Abt-Mec	BLD	\$	\$	\$	\$
Boilermaker	BLD	\$	\$	\$	\$
Brick Mason	BLD	\$	\$	\$	\$
Carpenter	BLD	\$	\$	\$	\$
Carpenter	HWY	\$	\$	\$	\$
Cement Mason	BLD	\$	\$	\$	\$
Cement Mason	HWY	\$	\$	\$	\$

Trade Name	Type/ Class	Foreman base rate (per hour)	Foreman Mon.-Fri. > 8 overtime rate (per hour)	Foreman OSA rate (per hour)	Foreman OSH rate (per hour)
Ceramic Tile Fnsher	BLD	\$	\$	\$	\$
Electric Pwr Lineman	ALL	\$	\$	\$	\$
Electric Pwr Eqmt Op	ALL	\$	\$	\$	\$
Electric Pwr Grndman	ALL	\$	\$	\$	\$
Electric Pwr Trk Drv	ALL	\$	\$	\$	\$
Electrician	BLD	\$	\$	\$	\$
Electronic Sys Tech	BLD	\$	\$	\$	\$
Elevator Constructor	BLD	\$	\$	\$	\$
Fence Erector	ALL	\$	\$	\$	\$
Glazier	BLD	\$	\$	\$	\$
Ht/Frost Insulator	BLD	\$	\$	\$	\$
Iron Worker	ALL	\$	\$	\$	\$
Laborer	BLD	\$	\$	\$	\$
Laborer	HWY	\$	\$	\$	\$
Lather	BLD	\$	\$	\$	\$
Machinist	BLD	\$	\$	\$	\$
Marble Finishers	BLD	\$	\$	\$	\$
Marble Mason	BLD	\$	\$	\$	\$
Millwright	BLD	\$	\$	\$	\$
Millwright	HWY	\$	\$	\$	\$
Operating Engineer	ALL	\$	\$	\$	\$
Operating Engineer	ALL/1	\$	\$	\$	\$
Operating Engineer	ALL/2	\$	\$	\$	\$

Trade Name	Type/ Class	Foreman base rate (per hour)	Foreman Mon.-Fri. > 8 overtime rate (per hour)	Foreman OSA rate (per hour)	Foreman OSH rate (per hour)
Painter	ALL	\$	\$	\$	\$
Painter Signs	ALL	\$	\$	\$	\$
Piledrive	BLD	\$	\$	\$	\$
Piledriver	HWY	\$	\$	\$	\$
Pipefitter	BLD	\$	\$	\$	\$
Pipefitter	BLD	\$	\$	\$	\$
Plasterer	BLD	\$	\$	\$	\$
Plumber	BLD	\$	\$	\$	\$
Roofer	BLD	\$	\$	\$	\$
Sheetmetal Worker	BLD	\$	\$	\$	\$
Sprinkler Fitter	BLD	\$	\$	\$	\$
Stone Mason	BLD	\$	\$	\$	\$
Terazzo Finisher	BLD	\$	\$	\$	\$
Terazzo Mason	BLD	\$	\$	\$	\$
Tile Mason	BLD	\$	\$	\$	\$
Truck Driver	ALL/1	\$	\$	\$	\$
Truck Driver	ALL/2	\$	\$	\$	\$
Truck Driver	ALL/3	\$	\$	\$	\$
Truck Driver	ALL/4	\$	\$	\$	\$
Truck Driver	ALL/5	\$	\$	\$	\$
Truck Driver	O&C/1	\$	\$	\$	\$
Truck Driver	O&C/2	\$	\$	\$	\$
Truck Driver	O&C/3	\$	\$	\$	\$
Truck Driver	O&C/4	\$	\$	\$	\$
Truck Driver	O&C/5	\$	\$	\$	\$
Truckpoiner	BLD	\$	\$	\$	\$
Other:		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$

6.1.1.C Hourly Rates for Journeymen

Contractors should list the hourly rates for journeymen under the applicable trade name they are proposing. When completing this table, Contractors should be aware of the following:

- Trade Name is as defined by the Illinois Department of Labor.
- Type/Class is the type/class of the trade as defined by the Illinois Department of Labor.
- Base Rate is considered the base rate for hours worked Monday through Friday for equal to or less than an eight (8) hour shift.
- Mon.-Fri. > 8 Overtime Rate is the hourly rate for hours worked Monday through Friday after the tradesperson works over eight (8) hours.
- OSA Rate is the hourly rate for every hour worked on a Saturday
- OSH Rate is the hourly rate for every hour worked on a Sunday or Holiday (see section 6.1.2 for additional information on holidays)

Determination of the hourly rate to be paid for specific scenarios shall be made in accordance with the Illinois Department of Labor's prevailing wage requirements.

Trade Name	Type/ Class	Foreman base rate (per hour)	Foreman Mon.-Fri. > 8 overtime rate (per hour)	Foreman OSA rate (per hour)	Foreman OSH rate (per hour)
Asbestos Abt-Gen	BLD	\$	\$	\$	\$
Asbestos Abt-Mec	BLD	\$	\$	\$	\$
Boilermaker	BLD	\$	\$	\$	\$
Brick Mason	BLD	\$	\$	\$	\$
Carpenter	BLD	\$	\$	\$	\$
Carpenter	HWY	\$	\$	\$	\$
Cement Mason	BLD	\$	\$	\$	\$
Cement Mason	HWY	\$	\$	\$	\$

Trade Name	Type/ Class	Foreman base rate (per hour)	Foreman Mon.-Fri. > 8 overtime rate (per hour)	Foreman OSA rate (per hour)	Foreman OSH rate (per hour)
Ceramic Tile Fnsher	BLD	\$	\$	\$	\$
Electric Pwr Lineman	ALL	\$	\$	\$	\$
Electric Pwr Eqmt Op	ALL	\$	\$	\$	\$
Electric Pwr Grndman	ALL	\$	\$	\$	\$
Electric Pwr Trk Drv	ALL	\$	\$	\$	\$
Electrician	BLD	\$	\$	\$	\$
Electronic Sys Tech	BLD	\$	\$	\$	\$
Elevator Constructor	BLD	\$	\$	\$	\$
Fence Erector	ALL	\$	\$	\$	\$
Glazier	BLD	\$	\$	\$	\$

Trade Name	Type/ Class	Foreman base rate (per hour)	Foreman Mon.-Fri. > 8 overtime rate (per hour)	Foreman OSA rate (per hour)	Foreman OSH rate (per hour)
Ht/Frost Insulator	BLD	\$	\$	\$	\$
Iron Worker	ALL	\$	\$	\$	\$
Laborer	BLD	\$	\$	\$	\$
Laborer	HWY	\$	\$	\$	\$
Lather	BLD	\$	\$	\$	\$
Machinist	BLD	\$	\$	\$	\$
Marble Finishers	BLD	\$	\$	\$	\$
Marble Mason	BLD	\$	\$	\$	\$
Millwright	BLD	\$	\$	\$	\$
Millwright	HWY	\$	\$	\$	\$
Operating Engineer	ALL	\$	\$	\$	\$
Operating Engineer	ALL/1	\$	\$	\$	\$
Operating Engineer	ALL/2	\$	\$	\$	\$
Painter	ALL	\$	\$	\$	\$
Painter Signs	ALL	\$	\$	\$	\$
Piledrive	BLD	\$	\$	\$	\$
Piledriver	HWY	\$	\$	\$	\$
Pipefitter	BLD	\$	\$	\$	\$
Pipefitter	BLD	\$	\$	\$	\$
Plasterer	BLD	\$	\$	\$	\$
Plumber	BLD	\$	\$	\$	\$
Roofer	BLD	\$	\$	\$	\$
Sheetmetal Worker	BLD	\$	\$	\$	\$
Sprinkler Fitter	BLD	\$	\$	\$	\$
Stone Mason	BLD	\$	\$	\$	\$
Terazzo Finisher	BLD	\$	\$	\$	\$
Terazzo Mason	BLD	\$	\$	\$	\$
Tile Mason	BLD	\$	\$	\$	\$
Truck Driver	ALL/1	\$	\$	\$	\$
Truck Driver	ALL/2	\$	\$	\$	\$
Truck Driver	ALL/3	\$	\$	\$	\$
Truck Driver	ALL/4	\$	\$	\$	\$
Truck Driver	ALL/5	\$	\$	\$	\$
Truck Driver	O&C/1	\$	\$	\$	\$
Truck Driver	O&C/2	\$	\$	\$	\$

Trade Name	Type/ Class	Foreman base rate (per hour)	Foreman Mon.-Fri. > 8 overtime rate (per hour)	Foreman OSA rate (per hour)	Foreman OSH rate (per hour)
Truck Driver	O&C/3	\$	\$	\$	\$
Truck Driver	O&C/4	\$	\$	\$	\$
Truck Driver	O&C/5	\$	\$	\$	\$
Truckpoiner	BLD	\$	\$	\$	\$
Other:		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$
		\$	\$	\$	\$

6.1.2 Holiday Payment:

The University shall pay OSH rates for holidays pursuant to direction from the Illinois Department of Labor. Currently, the Illinois Department of Labor indicates the following holidays apply to the trades:

The following list is considered as those days for which holiday rates of wages for work performed apply: New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain days of celebration. If in doubt, please check with Illinois Department of Labor (IDOL).

Contractors should list any holidays outside of the ones listed in the paragraph above which your trades will require holiday rate for. Contractors should also list any known instances where a specific trade does not follow the holiday schedule listed above. If no information is provided by the Contractor then the holiday rate shall only be paid in accordance with the paragraph provided above.

6.1.3 Parts/Materials Pricing:

The cost of parts and materials provided under this contract shall be calculated based on actual cost to the contractor plus the approved mark-up resulting from this bid. The Successful Contractors may be required to submit invoices and receipts for parts/materials to substantiate the cost of parts/materials.

Please provide your material mark-up here: _____%

*Mark-ups are **NOT** allowed on any other cost, i.e. subcontractors, bonds, etc.

Minimum requirement for all material mark-up rates is that each rate is within two Standard Deviations of all proposals submitted.

If a vendor's material mark-up rate, exceeds two standard deviations of pricing of all proposals submitted, it will not qualify for the program. A Best and Final Offer may be sent to the vendor for consideration.

University reserves the right to purchase and provide its own materials. The University may, at its sole discretion, extend master contracting pricing to vendors in the Contractors Services program.

6.1.4 Price shall not be increased should vendor experience an increase in wage rates, materials, equipment, or in any other of Vendor's costs, or should Vendor be compelled to pay premium wages for overtime work prior to completion of Vendor's work under the resulting contract.

6.1.5 Renewals:

6.1.5.1 If the resulting contract will contain renewal options, the price for renewals shall be the same rate as for the initial term unless a different compensation or formula for determining the renewal compensation is stated in this section. If the University formula is shown below, Vendor shall calculate renewal rates using that formula.

6.1.5.2 The University reserves the sole right to renew this contract for any or all of the option periods specified based on continuing need and favorable market conditions, when in the best interest of the University. If the University decides to exercise its right to renew the Contract, a revised price schedule shall be included with the renewal.

If you fail to provide pricing information for the requested option periods specified, and Contract awarded to your firm shall be limited to the initial term and cannot include any renewal options.

6.1.5.3 First Renewal Period

The University desires an option to renew this Contract for the period of July 1, 2022 through June 30, 2024 at the Proposal prices and stated conditions, contingent upon continuing need and availability of funds. Please indicate an option offer below.

_____ Prices will remain firm for the option period

_____ Prices will increase or decrease in accordance with the East Central Illinois Building & Construction Trades Council Local Area Agreement

In the Pricing table if the Trade Name "Other was selected one of the following renewal options must be selected:

_____ Prices will increase up to _____% for the option period

_____ Prices will decrease up to _____% for the option period

6.2 Type of Pricing: Pricing under the resulting contract will be firm estimated \$_____

6.3 Discount: The University may receive a _____% discount for payment within _____ days of receipt of correct invoice.

6.4 Invoicing:

6.4.1 By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of the contract, and the amount billed and expenses incurred are as allowed in the contract. Invoices may be subject to statutory offset (30 ILCS 210).

6.4.2 Vendor shall invoice at the completion of the contract unless invoicing is tied in the contract to milestones, deliverables, or other invoicing requirements agreed to in the contract. University may withhold final payment until all services, supplies, reports or other deliverables specified herein have been completed in a form satisfactory to University. Send invoices to:

Invoices should be emailed to fandsconstructioninvoice@illinois.edu or mailed to:

Attention: Construction Services, Room 1850
Physical Plant Services Building
1501 South Oak Street
Champaign, IL 61820

6.4.3 University may withhold or nullify the whole or a part of any invoice if necessary to protect University from loss on account of: a) unsatisfactory work performed; b) failure of Vendor to make required payments to Subcontractors; c) damage to University property or related liability; or d) incomplete, inaccurate, or unauthorized billing.

6.5 Taxes: Pricing shall not include any taxes unless accompanied by proof the University is subject to the tax. If necessary, Vendor may request the University's Illinois tax exemption number and federal tax exemption information.

7. Standard Terms and Conditions

7.1 Payment Terms and Conditions

- 7.1.1 Late payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable (30 ILCS 540; 74 Ill. Adm. Code 900). This shall be Vendor's sole remedy for late payments by the University. Payment terms contained on Vendor's invoices shall have no force or effect.
- 7.1.2 Minority Contractor Initiative: The State Comptroller requires a fee of \$15 to cover expenses related to the administration of the Minority Contractor Opportunity Initiative for contracts paid with State funds. Any Vendor awarded a contract under Section 20-10, 20-15, 20-25 or 20-30 or the Illinois Procurement Code (30 ILCS 500) of \$1,000 or more, other than statewide master contracts, is required to pay a fee of \$15. The State Comptroller shall deduct the fee from the first check issued to the Vendor under any contract resulting from this solicitation.
- 7.1.3 Expenses: The University will not pay for supplies provided or services rendered, or expenses incurred prior to the execution by the Parties of any resulting contract even if the effective date of the contract is prior to execution.
- 7.1.4 Prevailing Wage: Certain services require vendors to pay prevailing wage rates. See Section 8 for Supplemental Terms and Conditions. If applicable, and as a condition of receiving payment, Vendor must pay its employees prevailing wages in the locality in which the work is to be performed. Vendor shall provide a copy of the certified payroll on request. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements. The prevailing rates of wages are determined by the Illinois Department of Labor and are available on the Department's official website: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>.
- 7.1.5 Federal Funds: For purchases funded in whole or in part by Federal funds, the solicitation will identify the federal agency providing the funds, the name of the fund and contact information where interested parties can obtain requirements for contracting in relation to those funds. (44 Ill. Adm. Code 4.2005(w))
- 7.1.6 Availability of Appropriation (30 ILCS 500/20-60): Any resulting contract is contingent upon and subject to the availability of funds. The University, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation. If funds needed are insufficient for any reason, the University has discretion on which contracts will be funded.

- 7.2 Assignment and Subcontracting:** Any resulting contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the University. For purposes of this section, subcontractors are those specifically hired by the Vendor to perform all or part of the work covered by the contract. Vendor shall describe the names and addresses of all subcontractors to be utilized by Vendor in the performance of the resulting contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to a subsequent contract. Vendor shall notify the University in writing of any additional or substitute subcontractors hired during the term of a resulting contract, and shall supply the names and addresses and the expected amount of money that each new or replaced subcontractor will receive

pursuant to the Contract. All subcontracts must include the same certifications and disclosures that Vendor must make as a condition of this solicitation.

- 7.3 Audit / Retention of Records:** Vendor and its subcontractors shall maintain books and records relating to the performance of the resulting contract or subcontract and necessary to support amounts charged to the University. Books and records, including information stored electronically, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for a minimum of five years after completion of work. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the University for the recovery of any funds paid by the University under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records (30 ILCS 500/20-65).
- 7.4 Time is of the Essence:** Time is of the essence with respect to Vendor's performance of any resulting contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the University.
- 7.5 No Waiver of Rights:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 7.6 Force Majeure:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel the contract without penalty if performance does not resume within 30 days of the declaration.
- 7.7 Confidential Information:** Each Party to any resulting contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under that contract. Vendor shall presume all information received from the University or to which it gains access pursuant to this solicitation and resulting contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all confidential data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

- 7.8 Freedom of Information Act:** This solicitation and any resulting contract and all related public records maintained by, provided to, or required to be provided to the University are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in the resulting contract. (5 ILCS 140)
- 7.9 Use and Ownership:** All work performed or supplies created by Vendor under any resulting contract, whether written documents, data, goods or deliverables of any kind, shall be deemed work-for-hire under copyright law and all intellectual property and other laws, and the University is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the University all right, title, and interest in and to such work including any related intellectual property rights, and waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the University may use the work product for any purpose. Confidential data or information contained in such work shall be subject to confidentiality provisions of the executed contract.
- 7.10 Indemnification and Liability:** The Vendor shall indemnify and hold harmless the University, its Board of Trustees, the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; or (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents. Neither Party shall be liable for incidental, special, consequential or punitive damages.
- 7.11 Insurance:** Vendor shall, at all times during the term and any renewals, maintain and provide upon request a Certificate of Insurance naming the University and its Board of Trustees as additional insured for all required bonds and insurance. Certificates may not be modified or canceled until at least 30 days' notice has been provided to the University. Vendor shall provide at a minimum: (a) General Commercial Liability-occurrence form in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto, in amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage); and (c) Worker's Compensation Insurance in amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 7.12 Independent Contractor:** Vendor shall act as an independent contractor and not an agent or employee of the University.
- 7.13 Solicitation and Employment:** Vendor shall not employ any person employed by the University during the term of any resulting contract to perform any work under the contract. Vendor shall give notice immediately to the University's president or designee if Vendor solicits or intends to solicit University employees to perform any work under any resulting contract.
- 7.14 Background Check:** Whenever the University deems it reasonably necessary for security reasons, the University may require background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the University, does not pass the background checks.
- 7.15 Applicable Law:** Any resulting contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois. The Department of Human Rights' Equal Opportunity requirements are incorporated by reference (44 Ill. Admin. Code 750). Any claim against the University arising out of a contract must be filed exclusively with the Illinois Court of Claims. (705 ILCS 505/8) The University does

not waive sovereign immunity by entering into a resulting contract. The official text of cited statutes is incorporated by reference.

- 7.16 Compliance with the Law:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders, federal circulars and all licenses and permit requirements in the performance of the subsequent contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of any resulting contract.
- 7.17 Anti-Trust Assignment:** If Vendor does not pursue any claim or cause of action it has arising under federal or state antitrust laws relating to the subject matter of the contract, then upon request of the Illinois Attorney General, Vendor shall assign to the University rights, title and interest in and to the claim or cause of action.
- 7.18 Contractual Authority:** The University that signs the resulting contract shall be the only State entity responsible for performance and payment under the contract. If the Chief Procurement Officer, State Purchasing Officer, or authorized designee approves the contract prior to execution by a university, he / she does so as approving officer and shall have no liability, personal or otherwise, to Vendor.
- 7.19 Notices:** Notices and other communications shall be given in writing by registered or certified mail with return receipt requested, by receipted hand delivery, or by courier (UPS, Federal Express or other similar and reliable carrier) showing the date and time of successful receipt. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.
- 7.20 Modifications and Survival:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this solicitation and any resulting contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination.
- 7.21 Performance Record / Suspension:** Upon request of the University, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The University may consider Vendor's performance under any resulting contract and compliance with law and rule to determine whether to continue the contract, whether to suspend Vendor from doing future business with the University for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.
- 7.22 Schedule of Work:** Any work performed on University premises shall be done during the hours designated by the University and performed in a manner that does not interfere with the University, its personnel, or related operations.
- 7.23 Warranties for Supplies and Services**
- 7.23.1 Vendor warrants that the supplies furnished under any resulting contract will: (a) conform to the standards, specifications, drawings, samples or descriptions furnished by the University or furnished by the Vendor and agreed to by the University, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party.

7.23.2 Vendor shall insure that all manufacturers' warranties are transferred to the University and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied, or statutory, and shall survive the University's payment, acceptance, inspection, or failure to inspect the supplies.

7.23.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who does not perform in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or University policies.

7.23.4 Vendor agrees to reimburse the University for any losses, costs, damages or expenses, including without limitation, reasonable attorney's fees and expenses arising from failure to meet such warranties.

7.24 Reporting:

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

7.24.2 By August 31 of each year, Vendor shall report to the University the number of qualified veterans and certain ex-offenders hired during Vendor's last completed fiscal year. (30 ILCS 500/45-67 & 45-70) Vendor may be entitled to employment tax credit for hiring individuals in those groups. (35 ILCS 5/216, 5/217)

8. Supplemental Terms and Conditions

8.1 University Supplemental Terms and Conditions:

University Definitions

A. Definitions

1. "Applicable Laws" means all laws, statutes, ordinances, codes, building codes, regulations, rules, orders and resolutions of all federal, administrative, state, local, municipal, and other governing bodies having jurisdiction over the work or the performance of the work.
2. "Architect/Engineer" (also "Architect" or "Engineer" or "Professional Services Consultant"), as used in the Contract Documents, refers to a) the Owner, in cases where construction permits are designed and administered by the Owner's personnel or b) an independent Architect or Engineer or his authorized representative retained by the Owner for professional services related to a construction permit.
3. "Change Order" means the written order to the Contractor directing changes in the work or the Contract time. A Change Order is made solely by the issuance of a new construction permit.
4. "Competitive Quoting" is a selection method in which quotations are requested from several contractors and the most competitive one is chosen based on identified criteria.
5. "Contract Documents" include, but are not limited to 1) Owner's Request for Proposal and all other exhibits, specifications, or documents incorporated therein by reference; 2) the standard purchase order and its attachments; 3) written amendments to the Contract; 4) all construction permits issued thereunder; 5) all modifications, or revisions made in accordance with the terms of the Contract Documents; 6) the Addenda; 7) and any supplemental documents.
6. "Contract Modification" is the document signed by the Contractor and Owner, or, in certain circumstances, the Owner alone, which authorizes a change in the Contract Documents.
7. "Contractor" means any person or entity having a direct contract or purchase order with the Owner for the performance or supply of any portion of the work required by the construction permit and Contract Documents or the supply of any materials, services, equipment or installation services.
8. "Emergency Work" is conditions that require immediate action including but not limited to instances of a threat to public health or safety, loss of or damage to property or the integrity of vital records, or serious disruption of essential services such as research and animal care. Approval of emergency work is entirely within the discretion of the Owner, upon satisfactory completion and submission of required documentation, which must be provided to the Owner within one (1) business day of commencing emergency work.

9. "Final Completion" means the date on which the last of all of the following events have occurred: the Owner has determined that all Punch List work and any other remaining work has been completed in accordance with the Contract Documents; final inspections by Facilities & Services (F&S) have been completed and all operations systems, equipment testing, validations, certifications, and training of Owner's staff have been completed; all deliverables such as manufacturer's guarantees, operation manuals, and As-Built Drawings (in electronic format, if required), key return, have been provided to the Owner and all contractual requirements for final payment have been completed.
10. "Proposal" as used herein refers to the Contractor prepared document in response to the Owner's request for proposal including: a Price Proposal with scope, labor costs with approved hourly breakout, material breakout, construction schedule, approved drawings and other documents as required for the completion of a specific scope of work as requested by the Owner. Documentation such as drawings, material cut sheets, and any other supplemental documentation shall be provided as required.
11. "Owner's Rep" means the Owner's representative designated by the Owner to manage the execution of the work under the Contractor Services program. An employee of the Facilities and Services Construction Services Department is the designated Owner's Representative. Units ordering work DO NOT represent the Owner and cannot authorize, direct or modify work or any portion of the contractor's obligation under this contract.
12. "Construction Services Personnel" mean the Owner's representative(s) designated by the Owner to provide administrative or other support for the Contractor Services program.
13. "Construction Permit" means written authorization from the Owner, authorizing the Contractor to commence performance of the work.
14. "Work Documentation" means all documents the Contract requires the Contractor to provide to the Owner, including but not limited to shop drawings, as-built documents, parts manuals, operation and maintenance manuals, drawings, and/or specifications.
15. "Punch List Work" means a compilation of items, identified via the Owner's inspection process, which have not been completed in accordance with the construction permit and Contract Documents. Whether an item is Punch List work shall be determined at the sole discretion of the Owner.
16. "Work Request" means the Owner's document requesting a formal price quotation for a specific scope of work.
17. "Scope of Work" means the description of services to be provided by the Contractor within a construction permit. Documentation of the scope of work may include a narrative description of the work, specifications, partial design documents or full design documents reviewed and approved by F&S, depending on the complexity of the specific construction permit.
18. "Shop Drawings" are drawings, diagrams, schedules and other data specially prepared for the work by the Contractor or any subcontractor, manufacturer, supplier or distributor to illustrate some portion of the work. The term Shop Drawings as used herein includes, but is not limited to: fabrication, erection, layout and setting drawings; manufacturers' standard drawings; schedules; wiring and control diagrams; and other drawings pertaining to materials, equipment and piping; duct and conduit systems; and methods of construction as may be required to show materials, equipment or systems and the position thereof

conform to the Contract requirements. Shop drawings shall establish the actual detail of all manufactured and fabricated items and indicate the proper relation to adjoining work.

19. "Subcontracts" means the contracts between Contractor and any Subcontractor, Supplier or Vendor.

20. "Subcontract Costs" means those sums properly paid or due and payable to subcontractors under the terms of the subcontracts.

21. "Subcontractor" means any person or entity having a direct contract or purchase order with the Contractor for the performance or supply of any portion of the work required by the construction permit and Contract Documents or the supply of any materials, services, equipment or installation services.

22. "UIUC Facilities Standards" means the required design standards specific to UIUC. These Standards are intended to achieve the value consistent with an institute of higher education. Where these Standards exceed minimum Code and/or Capital Development Board (CDB) requirements, the Standards shall apply. Where the University of Illinois at Urbana-Champaign Facilities Standards and CDB Requirements are silent on a design issue, the International Building Code shall serve as the design Standard. It is not intended to cover every aspect of design, nor is it a substitution for technical competence expected of design and construction professionals. UIUC Facilities Standards can be found on the World Wide Web at <http://www.fs.illinois.edu/facilitiesstandards/>.

23. "Work" means any and all labor, supervision, work, supplies, fixtures, furnishings, vehicles, equipment, services, tools, materials, computers, utilities, items, documents and things required by the construction permit and the Contract Documents to be performed or supplied.

24. "Owner" means The Board of Trustees of the University of Illinois, a body corporate and politic of the State of Illinois, with its principal office in Urbana, Illinois and in the Contract Documents referred to as the "Owner."

- Required Federal Clauses, Certifications and Assurances
- Public Works (construction and maintenance of a public work) prevailing wage and other requirements (820 ILCS 130/4)
- Prevailing Wage (janitorial cleaning services, window cleaning services, building and grounds services, site technician services, natural resources services, food services, and security services, if valued at more than \$200 per month or \$2,000 per year or printing, including all printing processes and operations involved in printing) (30 ILCS 500/25-60)
- University Specific Terms and Conditions
- Other (describe) _____

8.2 Vendor Supplemental Terms and Conditions:

This is supplemental information that supports a vendor's response (e.g. a vendor's licensing agreement). This does not include exceptions to University specifications, terms and conditions, or any other part of this solicitation. Any exceptions must be listed in Section 9.

10. References

References are are not requested.

Provide references according to the instructions in Section 5.3.2 Division of Work Qualification Form. All references must be established firms or government agencies other than the procuring University that can attest to Vendor's experience and ability to perform the contract that is the subject of this solicitation. These references may be contacted.

11. Form A or B

STOP - Please read the following instructions carefully.

If you **ARE NOT registered** in the Illinois Procurement Gateway (IPG) and **do not have** an active IPG Registration Number with an unexpired date, **you must complete and attach Form A** which can be found at:
<http://www.illinois.gov/cpo/HigherEd/Documents/Form%20A.docx>.

To verify registration, go to the Illinois Procurement Gateway (<https://ipg.vendorreg.com>) and search the “IPG Registered Vendor Directory”.

If you do not find your company name, you will need to complete and submit your Illinois Vendor Registration on the website AND you must submit FORM A with your solicitation response.

If you **ARE registered** in the Illinois Procurement Gateway and **have** an active unexpired IPG registration number, **you must complete and attach Form B** which can be found at:
<http://www.illinois.gov/cpo/HigherEd/Documents/Form%20B.docx>.

Failure to provide the correct form may render the submission non-responsive and will result in disqualification.

END OF DOCUMENT