

THE BIDDING AND CONTRACT PROVISIONS

Document 00 10 00 - Notice to Bidders
(Standard Multiple Contract Set)

NOTICE TO BIDDERS

The Board of Trustees of the University of Illinois, hereinafter referred to as the "Owner," furnishes the following information and special instruction to prospective bidders desiring to submit bids for the work on the following project:

1.0 PROJECT INFORMATION

1.1 Project Name. _____

1.2 Project Number. _____

1.3 Project Description. The project consists _____

_____.

Refer to Division 01 of the technical specifications for a complete, detailed breakdown of the base bids and alternates for this project.

This project includes a Project Labor Agreement (PLA) that will be executed between the lowest responsible/responsive bidder and the East Central Illinois Building and Construction Trades Council. A copy of the PLA is included at the end of Document 00 90 00. *(for UIUC only)*

1.4 Project Location. _____

1.5 Contract Documents Prepared By: _____

_____.

hereinafter referred to as the Professional Services Consultant.

2.0 SPECIAL INSTRUCTIONS TO BIDDERS

The following bidding instructions are a component part of each bid wherein they are applicable.

2.1 Submission and Receipt of Bids.

2.1.A. Contract Divisions of the Project. The Owner will receive separate sealed bids for the following contract divisions of the project:

Contract Division I	-	General Work
Contract Division II	-	Plumbing Work
Contract Division III	-	Heating, Piping, Refrigeration and Temperature Control Work
Contract Division IV	-	Ventilation and Air Distribution Work
Contract Division V	-	Electrical Work
_____	-	_____
_____	-	_____

NOTE: The following Contract Division(s) has (have) been incorporated into Contract Division _____ Work for this project and will not be bid separately:

INSERT INCORPORATED DIVISION OF WORK

NOTE: The following Contract Division(s) has (have) been incorporated into Contract Division _____ Work for this project and will not be bid separately:

INSERT INCORPORATED DIVISION OF WORK

2.1.B. Assignments. The Owner shall assign the contracts for Contract Divisions _____ Work to the Contract Division _____ (_____ Contractor) in accordance with paragraph 6.3 of the General Conditions. (Refer to paragraph 6.3 of the General Conditions and Article 5 of the Agreement for requirements concerning assignment of contracts.)

2.1.C. Delivery. Submit bids on forms furnished by the Owner.
Deliver all bids to: _____

(Campus Construction Unit)

2.1.C.1 Bids will be received up to the hour of _____
prevailing time, on _____, for Contract Divisions _____.

2.1.C.2 Bids will be received up to the hour of _____,
prevailing time, on _____, for Contract
Division _____ (_____ Work).

2.1.D. Bid Opening. Immediately after the closing time for receiving bids, they will be opened, publicly read, and tabulated in _____

_____.

2.2 Bid Documents.

2.2.A. Bid Documents. The bid documents include, but are not limited to, the Notice to Bidders, bid forms, the project manual (including supplementary conditions, list of drawings, schedules and tables, details, and specifications), drawings, and addenda.

2.2.B. Procurement. Up to (Number of Set(s) Allowed) set(s) of Bid documents per prequalified bidder of the divisions of work being bid may be obtained from the Professional Services Consultant by depositing a check made payable to the Professional Services Consultant in the amount of \$ _____.
OR
Non-cash plan deposit programs which are guaranteed by contractor associations are acceptable.

2.2.C. Return. The above deposit will be refunded upon the return of the bid documents in good condition within ten (10) days after bid opening date. The bid documents shall remain the property of the Owner. They shall not be returned with the bids,

but shall be returned under separate cover to the Professional Services Consultant's office.

2.2.D. Reference Sets. For the convenience of bidders, the project manual, drawings and all addenda will be available for electronic viewing at no cost to potential bidders. Complete sets of printed documents will also be on file for reference at:

2.3 Examining the Site. Arrangements to visit and examine the site in accordance with Document 00 20 00-General Instructions to Bidders may be made by contacting _____, phone _____.

2.4 Annual Prequalification. Each bidder is required to be prequalified on an annual basis with the Owner in accordance with Document 00 20 00-General Instructions to Bidders.

2.5 Project-Specific Prequalification. Each bidder is required to prequalify for this project in accordance with Section 4.4 of Document 00 20 00-General Instructions to Bidders. The project-specific prequalification shall be submitted to the Owner no later than 4:00 p.m., prevailing time, on _____.

OR

2.5 Project-Specific Prequalification. Project-specific prequalification is not required for this project.

2.6 Prebid Conference. A prebid conference for all parties interested in bidding the project will be held _____

Representatives of the Owner and the Professional Services Consultant will be present to answer questions regarding the project and bidding procedures. All prospective bidders are urged to attend.

OR (If estimated construction costs are ≥ \$2,000,000, then use the following 2.6 section)

2.6 Prebid Conference. A MANDATORY prebid conference for all parties interested in bidding the project will be held _____

Representatives of the Owner and the Professional Services Consultant will be present to answer questions regarding the project and bidding procedures. All prospective bidders are REQUIRED to attend.

2.7 IDOL Schedule of Current Prevailing Wage Rates. Pursuant to the Prevailing Wage Act, the most current schedule of prevailing wage rates for all crafts (which includes the hourly basic wages, the hourly overtime rates, and the hourly fringe rates for health and welfare, insurance, vacation, and pension benefits) published by the Illinois Department of Labor for the locality in which the work is to be performed, that was available to the Owner at the time the documents were issued for bidding, is attached at the end of Document 00 90 00 and incorporated herein. If the Illinois Department of Labor revises the prevailing rate of hourly wages to be paid by the Owner, the revised rate shall apply to this contract. The prevailing rate of hourly wages is revised by the Illinois Department of Labor and is available on the Illinois Department of Labor's official website.

2.8 Builder's Risk/Property Insurance.

2.8.A Builder's Risk Insurance, pursuant to General Conditions Article 19, shall be provided by (DIVISION OF WORK, CM, or OTHER) for the entire Project as determined by the Owner. Owner-purchased building materials and supplies, equipment, machinery and fixtures intended to become a permanent part of the project valued at \$_____ shall be included in this Builders Risk Insurance coverage.

OR

2.8.A Builder's Risk Insurance is not required for this Project.

2.8.B Property Insurance (contents including furniture, fixtures, equipment, etc.). Property Insurance for non-permanently installed property purchased by (DIVISION OF WORK, CM, or OTHER), pursuant to General Conditions Article 19, shall be provided by (DIVISION OF WORK, CM, or OTHER) for the entire Project until the Project is substantially complete.

OR

2.8.B Property Insurance (contents including furniture, fixtures, equipment, etc.). Property Insurance is not required for this Project.

2.9 (OPTIONAL CLAUSE) Liquidated Damages for Delay. If Contractor fails to achieve Substantial Completion or Final Completion, or both, as required by Contractor's contract, Contractor shall be liable to Owner for liquidated damages for unexcused delay as provided below:

2.9.A. For Delay in Substantial Completion. Contractor shall pay Owner the sum of \$_____ per day for every calendar day of unexcused delay in achieving Substantial Completion beyond the Substantial Completion Date. Any sums due and payable hereunder by Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this contract. When Owner reasonably believes that Substantial Completion will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due Contractor an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which Owner has withheld payment, Owner shall promptly release to Contractor those funds withheld, but no longer applicable, as liquidated damages.

2.9.B. For Delay in Final Completion. If Contractor fails to achieve Final Completion within thirty (30) days after Substantial Completion, Contractor shall pay Owner the sum of \$_____ per day for each and every calendar day of unexcused delay in achieving Final Completion. Any sums due and payable hereunder by Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by Owner, estimated at the time of executing this contract. When Owner reasonably believes that Final Completion will be inexcusably delayed, Owner shall be entitled, but not required, to withhold from any amounts otherwise due Contractor an amount then believed by Owner to be adequate to recover liquidated damages applicable to such delays. If and when Contractor overcomes the delay in achieving Final Completion for which Owner has withheld payment, Owner shall promptly release to Contractor those funds withheld, but no longer applicable, as liquidated damages.

- 2.10 Vendor Registration. The awarded low, responsive and responsible Bidder will be required to register with the Owner’s Vendor Services Application, and will be required to ensure that all Bidders’ subcontractors, vendors, and suppliers to be included on its Schedule of Values as identified in document 00 70 00 ‘General Conditions’ are also registered in the Owner’s Vendor Services Application. The vendor registration module of the Vendor Services Application can be accessed at: <https://appserv6.admin.uillinois.edu/VendorRegistration/open/VendorSearch.jsp>
- 2.11 Business Enterprise for Minorities, Women, and Persons with Disabilities Act.

2.11.A. *(If Estimated Construction Costs ≥ \$250,000, including contingency)* This project has diversity goals for participation by minority and women owned businesses as bidders, subcontractors or suppliers in accordance with the Business Enterprise for Minorities, Women, and Persons with Disabilities Act as defined in Document 00 20 00.

NOTE: These diversity goals are separate and distinct from workforce projections (Attachment A of Document 00 40 00).

Each Bidder shall name the MBE/WBE owned firm(s) it intends to use to meet the specified goals set for this project on Attachment B – Minority/Women Business Enterprise Program Utilization Plan of bid form document 00 40 00. Utilization of WMBE certified vendors must designate full participation as either a MBE or WBE when split goals are identified for purposes of meeting diversity goals. WMBE value may not be split between MBE and WBE. The goals for this project are as follows (“N/A” in “Combined Goal” column means split goals are in effect and “N/A” in “Split Goals” column means combined goals are in effect for each specific division of work):

Goal Table Inserted Here

Bidders are required to use any and all good faith efforts to meet the diversity goal prior to the time of bid submittal. Bid submittals that do not meet the goal in its entirety must include submission of good faith efforts documentation, including bidders pricing for each diverse subcontractor identified, at the time of bid submittal. These efforts should demonstrate that every attempt to negotiate and secure diverse business participation was made prior to the bid. Bids with zero or low levels of participation at the time of bid may be determined to have not demonstrated good faith efforts and may be found non-responsive. Bidders that fall short of meeting the goal and demonstrate acceptable good faith efforts at the time of bid submittal will be considered with the additional efforts achieved within the 10 day cure period

If the goals are not met, the Bidder shall submit within ten (10) calendar days after Owner notifies bidder of the deficiency, documentation of its good faith efforts to achieve the goals (See General Instructions to Bidders, Document 00 20 00). Failure to submit such documentation, or to use good faith efforts, shall result in rejection of the bid.

OR

2.11.A. *(If Estimated Construction Costs < \$250,000, including contingency)* There is no diversity goal on this project. Bidders are encouraged to use diverse firms in performing the work and to strive to obtain diverse participation; however no good faith effort documentation is required.

The MBE/WBE owned firms to be used on this project shall be listed on

Attachment B – Minority/Women Business Enterprise Program Utilization Plan of bid form document 00 40 00.

2.11.B. Bidders may request assistance in locating MBE/WBE businesses from the Office of Procurement Diversity at (312) 996-2971.

END OF DOCUMENT 00 10 00