

THE BIDDING AND CONTRACT PROVISIONS

Document 00 40 00 - Bid
(Standard Single Contract Set)

PROJECT

at the
UNIVERSITY OF ILLINOIS
_____ CAMPUS

Project Number: _____

To:

The Board of Trustees of the University of Illinois
c/o _____

Bid Submitted By:

Bidder: _____

Business Address:

Phone: _____

Email Address: _____

Bid Date: _____

Contract Division of the Project:

- ☐ I General Work
- ☐ II Plumbing Work
- ☐ III Heating, Piping, Refrigeration &
Temperature Control Work
- ☐ IV Ventilation & Air Distribution Work
- ☐ 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

HARD COPY BIDDING

Bids will be opened in _____

OR FOR ELECTRONIC BIDDING:

Bids will be opened electronically and publicly read on DATE/TIME on a call-in at PHONE # with MTG
ID/PASSWORD, if applicable.

1.0 PROJECTION OF EMPLOYEE UTILIZATION

- 1.1 Workforce Projection. The Bidder has analyzed diverse populations, unemployment rates, and availability of workers for the location in which this contract work is to be performed, and for the locations from which the Bidder recruits employees, and hereby submits the following workforce projection, (see Attachment A) including a projection for diverse employee utilization in all job categories in the workforce to be allocated to this contract. The Owner encourages use of a diverse workforce as well as apprenticeship diversity.
- 1.2 New Employees. Included in "Total Employees" under Attachment A is the total number of new hires that will be employed in the event the Bidder is awarded this contract. The Bidder projects that the new hires listed in Table 3 will be recruited from the area in which the Project is located and/or the area in which the Bidder's principal office or base of operation is located.
- 1.3 Affirmative Action Plan. The Bidder agrees to comply fully with the Equal Employment Opportunity Act (775 ILCS 5/2-105). The Bidder further agrees, in the event the foregoing diverse employee utilization projection is determined to be an underutilization of diversity in any job category and in the event that the Bidder is awarded this contract, to develop and submit a written Affirmative Action Plan prior to the commencement of work on this contract. The Affirmative Action Plan shall have a specific timetable, geared to the completion stages of the contract, whereby deficiencies in diverse employee utilization are corrected and shall be subject to approval by the Owner and the Illinois Department of Human Rights.
- 1.4 Business Enterprise for Minorities, Women, and Persons with Disabilities Act (BEP Act 30 ILCS 575) and Veterans Business Program (VBP) in accordance with the Illinois Procurement Code 30 ILCS 500/45-57.
(If Estimated Construction Costs \geq \$250,000, including contingency) This project has diversity goals for participation by BEP/VBP certified 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 BEP and VBP certified subcontractors and suppliers it intends to use to meet the specified goals set for this project on Attachment B – Business Enterprise Program (BEP) and Veteran Business Program (VBP) 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. Vendors that are both BEP and VBP certified may only be counted towards either the BEP or VBP goal, but not both. 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

Refer to Document 00 30 00 for additional diversity and veteran goal participation requirements.

2.0 CERTIFICATION OF EEO INFORMATION

The Bidder certifies that, to the best of its knowledge and belief, the workforce projection is accurate and complete, and that the Bidder is not currently under suspension by the Illinois

Department of Human Rights or declared ineligible by said Department to enter into a contract with the Owner.

3.0 UNUSED

4.0 RECEIPT OF ADDENDA

The Bidder acknowledges receipt of the following addenda:

_____ dated _____	# _____ dated _____	# _____ dated _____
_____ dated _____	# _____ dated _____	# _____ dated _____
_____ dated _____	# _____ dated _____	# _____ dated _____

5.0 EXAMINATION OF PROJECT SITE AND CONTRACT DOCUMENTS

The Bidder has visited the site and has become thoroughly familiarized with the local conditions affecting the cost of the work, the Contract Documents entitled (Project):

dated: _____, prepared by (Professional Services Consultant):

_____, (including the agreement forms, the General Conditions, the specifications and drawings), this bid (if and as accepted by The Board of Trustees of the University of Illinois), the bidding instructions (including the Notice to Bidders and the General Instructions to Bidders) which are hereby incorporated into this bid, and all addenda thereto.

6.0 BID PRICES

The Bidder hereby bids to furnish all labor, materials, equipment, transportation, construction plant and facilities necessary to complete, in a workmanlike manner and in accordance with the Contract Documents, the Contract Division Work bid upon herein for compensation in accordance with the following prices:

NOTE: Owner will consider any Alternate bid prices left blank, marked "N/A" or "No Bid" or other indication that an additional cost is not identified by the bidder to be Zero Dollar (\$0.00) bids. Alternates, if considered, will be accepted in any order as determined by the Owner. Bid alternates use a numbering scheme for identification only, not for prioritization.

6.1 Base Bid

All Division _____ Base Bid Work for the fixed sum of:
_____ Dollars (\$ _____).

6.2 Alternates

6.3 Unit Prices

7.0 CONTRACT TIME

7.1 Starting Date. The Bidder hereby agrees that, if awarded a contract for the Work bid upon herein, the Bidder shall commence the Work on the date specified in a written Notice to Proceed from the Owner.

7.2 Completion Date. Time is of the essence in this contract. The Bidder agrees to achieve Substantial Completion of the Work bid upon as expeditiously as the Work will permit, in such a manner as to cause no delay to any of the other contractors employed in the Work or to the completion of the Work as a whole and, subject to adjustments as provided by the Contract Documents, no later than _____

calendar days from the date specified in the Notice to Proceed (the "Substantial Completion Date").

The Bidder agrees to achieve Final Completion of the Work bid upon within thirty (30) days after Substantial Completion. Neither the Substantial Completion date nor the time for Final Completion shall be changed except by Change Order issued in accordance with the terms of the Contract Documents.

- 7.3** Liquidated Damages for Delay in Substantial Completion. Contractor's failure to achieve Substantial Completion of the Work by the Completion Date will cause the Owner to incur significant actual damages of types and in amounts which are impossible or extremely difficult to calculate and ascertain with certainty and accuracy. Accordingly, in lieu of actual damages for delay in Substantial Completion, that is not caused solely by the Owner (hereinafter "Contractor Delay"), Contractor agrees that liquidated damages shall be assessed and recovered by the Owner against Contractor in the event of Contractor Delay and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof. Based on information available at this time, the fairest and best approximation of actual damages that will be incurred for each day of delay in achieving Substantial Completion beyond the Completion Date is _____ **Dollars (\$ _____) per calendar day.** Therefore, in lieu of actual damages, Contractor shall pay Owner liquidated damages in the aforesaid amount per day for each calendar day of Contractor Delay. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate the agreement for default as provided elsewhere in the Contract Documents.

8.0 ASSIGNMENT OF CONTRACTS

No assignment will be made under the terms of paragraph 6.3 of the General Conditions.

9.0 CONTRACTOR'S FEES FOR CHANGES IN THE WORK

- 9.1** Lump Sum or Time and Materials Changes. The Bidder agrees that the following percentages for overhead and profit shall be added to job costs for the net amount of work added to or deleted from the contract by written lump sum or time and material Change Orders approved by the Owner in accordance with Article 13 of the General Conditions. Insurance, bond, and taxes are considered as job cost items and are not included in the percentages listed below. In any one quotation for added work involving a series of Subcontractors, the cumulative percentages for the Contractor's and Subcontractor's overhead and profit shall not exceed twenty-five percent (25%). All costs shall be net costs including discounts realized by the Contractor.

9.1.A Add to net extra job costs for added work to be performed by:

1) Contractor's own forces 15 % 2) Subcontractors 5 %

9.1.B Add to net credit for job costs for deleted work originally to have been performed by:

1) Contractor's own forces 5 % 2) Subcontractors 0 %

- 9.2** Unit Price Changes. The Bidder agrees that all unit price Change Orders will be based on the unit prices proposed herein as accepted by the Owner in the

contract, that the unit prices include the Bidder's overhead and profit for all work to be performed on the unit price basis, and that the above-listed percentages will not be applied to unit price changes.

10.0 BID DEPOSIT

- 10.1** A bid deposit is enclosed herewith in the form of a certified check, cashier's check, or bank draft in current U.S. funds made payable to the Board of Trustees of the University of Illinois, or a bid bond (on the form attached hereto). The enclosed bid deposit is in the amount indicated on the following schedule, and a separate deposit is included for each Contract Division bid upon herein:

<u>Contract Division</u>	<u>Bid Deposit</u>
<input type="checkbox"/> I (General Work)	5% of base bid
<input type="checkbox"/> II (Plumbing Work)	5% of base bid
<input type="checkbox"/> III (Heating, Piping, Refrigeration & Temperature Control Work)	5% of base bid
<input type="checkbox"/> IV (Ventilation & Air Distribution Work)	5% of base bid
<input type="checkbox"/> V (Electrical Work)	5% of base bid
<input type="checkbox"/> VI (_____)	5% of base bid
<input type="checkbox"/> VII (_____)	5% of base bid

- 10.2** The Bidder further agrees that the enclosed bid deposit is the measure of liquidated damages which the Owner will sustain and that the proceeds thereof shall become the property of Owner if for any reason the Bidder:

10.2.A Withdraws their bid or proposal after the opening of the bids and prior to the time a formal written agreement evidencing the contract has been signed and delivered to Owner and a satisfactory performance bond and payment bond has been furnished to Owner whether or not the Bidder at the time of such withdrawal has been designated as the successful Bidder; or

10.2.B Fails to properly execute, furnish, and deliver to the Owner both (1) the written agreement formally evidencing the contract and (2) the performance bond and payment bond required by the Contract Documents within fifteen (15) days after receiving the written notice of award and the above-mentioned documents from the Owner.

- 10.3** The Bidder agrees that withdrawal of this bid, or failure, upon receipt of a written notice of award, to sign the agreement or furnish a satisfactory performance bond and payment bond within fifteen (15) days from written Notice of Award shall automatically bar the Bidder from any further consideration and terminate any and all rights the Bidder may have acquired in, by, or through this bid.

- 10.4** The Bidder agrees that, if the Bidder is one of the two lowest Bidders in its contract division, its bid shall remain valid and open for acceptance by the Owner, and the Owner shall have the right to retain the bid deposit, for a period of one hundred twenty (120) days from the bid opening date. The Bidder further guarantees the prices bid herein to be firm for the same one hundred twenty (120) days. At the expiration of this period (or earlier at the Owner's option), the Bidder understands that said bid deposit shall be returned, unless it has become the property of the Owner as liquidated damages. If the Bidder is not one of the two lowest Bidders in its contract division, the Bidder understands that the bid deposit will be returned within ten (10) days from the bid opening date.

- 11.1 Bidder certifies that a Form A, Form B, or CPO Financial Disclosure Affidavit is included with the bid. Failure to submit either Form A, Form B, or CPO Financial Disclosure Affidavit will result in rejection of bid. The Form A, Form B, and CPO Financial Disclosure Affidavit can be found at: Copies of these forms can be found at: <https://www2.illinois.gov/sites/cpo-he/Pages/Forms.aspx>.
- 11.2 In addition to the certifications provided in Form A, Form B or CPO Financial Disclosure Affidavit, by submitting a signed bid, the Bidder also certifies compliance with the additional supplemental certifications listed below:

University of Illinois Supplemental Certifications

- a. Vendor is required under 30 ILCS 500/20-65 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 related to the Contract 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 Vendor 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.
- b. Vendor certifies that it has not retained a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. Vendor further certifies that it has not and will not, pursuant to this subcontract or otherwise, bill or otherwise cause the State of Illinois to pay for any of the lobbyist's costs, fees, compensation, reimbursement or other remuneration (30 ILCS 500/50-38).
- c. This applies only if procuring Owner receives Medicare or Medicaid funding. Vendor certifies that neither it nor any of its directors, officers, employees, agents or subVendors who may provide services pursuant to this Contract (collectively "Agents") is presently debarred, suspended, proposed for debarment, declared ineligible or otherwise excluded from transactions with the U.S. Government or by any federal government agency. Vendor shall provide University immediate written notice if Vendor learns that this certification was erroneous when made or if Vendor or any of its Agents hereafter becomes debarred, suspended, proposed for debarment, declared ineligible or otherwise excluded from transactions with the U.S. Government or by any Federal agency.
- d. Vendor further certifies that neither it nor any of its Agents is presently subject to an investigation or proceeding to exclude it as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third-party insurance program, nor is currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third-party insurer.
- e. The following certification is applicable for professional services consultants and subconsultants only. Vendor shall comply with the Copeland "Anti Kickback" Act, as codified in 18 USC 874 (2010), and comply with the payment provisions and obligations detailed by the Office of the Secretary of Labor in 29 CFR, Part 3 (2010).
- f. The following certification is applicable for professional services consultants and subVendors and this applies only if procuring Owner receives Medicare or Medicaid funding. Vendor agrees to make available, upon written request, to the Secretary of Health and Human Services, the Comptroller General of the United States, or any of their duly authorized representatives, this contract and any

under this agreement. Vendor further agrees to make said contract and any books, documents and necessary records available until the expiration of four years after the completion of the agreement. In the event Vendor subcontracts any and all of its duties under this contract to another party and said subcontract has a value or cost of \$10,000 or more over a twelve (12) month period, Vendor agrees that the subcontract shall contain a clause requiring the subVendor to make available, upon written request, to the Secretary of Health and Human Services, the Comptroller General of the United States or any of their duly authorized representatives, the subcontract and any books, documents and records of the subVendor that are necessary to verify the nature of the costs under the subcontract. Vendor agrees to indemnify and hold harmless the Owner in the event that any of its Medicare reimbursement is denied or disallowed due to the failure of Vendor or any of its subVendors to comply with the requirements of this provision. Such indemnity shall include but not be limited to the amount of reimbursement denied or disallowed, plus any interest, penalties and fees.

- g. The following certification is applicable for contractors and subcontractors only. Pursuant to the Prevailing Wage Act, Vendor shall pay a wage of no less than the general prevailing hourly rate as paid for work of a similar character in the locality in which the work is performed, to all laborers, workers and mechanics, pursuant to definitions, guidelines and procedures set forth in 820 ILCS 130/0.01 et. seq. (2010).
- h. The vendor shall submit monthly to Owner a certified copy of the records required under section 130/5(a)(1) of the Act. The certified payroll shall include records of all laborers, mechanics, and other workers employed by the vendor, including assigned subcontractors, for services performed. 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 work day. The certified payroll shall be accompanied by a statement signed by the vendor 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 vendor acknowledges that filing a certified payroll that he or she knows to be false is a Class B misdemeanor.
- i. Pursuant to the Veterans Preference Act, Vendor shall give preference to veterans of the United States military and naval service in appointments and employment upon public works by, or for the use of, the State or its political subdivisions, pursuant to the guidelines in 330 ILCS 55/0.01 et. seq. (2010).
- j. The following certification is applicable for contractors only. Affidavit to Maintain a Primary Place of Employment in Illinois. By his/her signature, the officer of Vendor signing these certifications makes the following affirmation on behalf of Vendor as required by 30 ILCS 500/30-22(8): If awarded a Contract, Vendor will maintain an Illinois office as the primary place of employment for persons employed in the construction authorized by the Contract throughout the term of the Contract.

If granted a Contract, Bidder shall provide all required forms completed by subcontractor(s) as required in 00 50 00 – Standard Contract Execution Forms, Article 8 Constitutional and Statutory Provisions.

Type of Business Organization

- ☐ Sole Proprietorship
- ☐ Partnership
- ☐ Corporation

Bidder's Signatures*

Firm Name _____
Address _____

By _____

Title _____ 00 40 00 – Bid (Single)

By _____

Title _____

**Bidder's agents shall attach evidence of their authority to sign.*

BID BOND

PROJECT: _____

CONTRACT DIVISION: _____

CAMPUS: _____

BOND AMOUNT: _____

KNOW ALL MEN BY THESE PRESENTS: That we _____ (Name and Address of Bidder), a _____ (Form of Business), as Bidder and Principal, and _____ (Surety), a corporation organized and existing under and by virtue of the laws of the State of _____, and authorized to do business in the State of Illinois, as Surety, are held and firmly bound unto THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS, hereinafter called the Owner, in the penal sum of _____ (Total amount in words) Dollars (\$ _____) lawful money of the United States, well and truly to be paid and for the payment of which we bind ourselves, our successors and assigns, jointly, severally, and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that whereas the said Principal has submitted a written bid dated _____ (Date) to the Owner for the construction of the work designated as _____ (Contract Division), shown on the drawings and described in the specifications entitled, _____ (Name of Project), dated _____ (Date), prepared by _____ (Name and Address of Professional Services Consultant).

NOW, THEREFORE, the Principal and Surety on this bond agree that:

If the Principal shall, upon acceptance by the Owner of its bid within the period of time specified for acceptance, execute a written Agreement with the Owner and give such bonds and other items as are required by the terms of the bid within the time specified, or in the event of the failure to comply with the terms of the bid, if the Principal or Surety shall pay Owner the penal sum of this Bid Bond, then this obligation shall be null and void; otherwise to remain in full force and effect; provided, however, that in the event of (a) said failure, and (b) the failure of the Principal or Surety to promptly pay Owner as herein provided, the Principal and the Surety shall be liable to Owner for the full penal sum of this Bid Bond, not as a penalty but as liquidated damages for said failures the actual amount of such damages being difficult, if not impossible, to accurately ascertain.

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument hereto this _____ day of _____.

Principal
By: _____

Title: _____
(If a Corporation, President or Vice President should sign. If some other officer signs, evidence of authority must be submitted.)

Corporate Surety
By: _____

Title: _____
(Power of Attorney of person signing for Surety must be attached.)

[illegible][illegible]

**Attachment B – Business Enterprise Program (BEP) and Veteran Business
Program (VBP) Utilization Plan (UI Project No.____)**

Bidder Name: _____ **Division of Work:** _____

Contract Requirements for BEP/VBP Certified Vendor Participation

(If Estimated Construction Costs \geq \$250,000, including contingency) This project has diversity goals for participation by BEP certified businesses as bidders, subcontractors or suppliers in accordance with the Business Enterprise for Minorities, Women, and Persons with Disabilities Act (BEP Act) 30 ILCS 575 and Veteran Goals for participation by certified veteran owned businesses in accordance with the Illinois Procurement Code 30 ILCS 500/45-57.

- Minority Business Enterprise (MBE)
- Women Business Enterprise (WBE)
- Women/Minority Business Enterprise (WMBE)
- Business Owned By A Person With A Disability (PBE)
- Qualified Service-Disabled Veteran-Owned Small Business (SDVOSB)
- Qualified Veteran-Owned Small Business (VOSB)

NOTES: ⁽¹⁾ These diversity goals are separate and distinct from workforce projections (Attachment A of Document 00 40 00). ⁽²⁾ "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

OR

(If Estimated Construction Costs $<$ \$250,000, including contingency) No diversity goals are identified on this project. Bidders are encouraged to use BEP/VBP certified vendors in performing the work; however no good faith effort documentation is required. The BEP/VBP certified subcontractors and suppliers to be used on this project shall be listed on Attachment B – Business Enterprise Program Utilization Plan of bid form document 00 40 00.

Instructions: The Bidder shall include below, on the Attachment B – Business Enterprise Program (BEP) and Veteran Business Program (VBP) Utilization Plan of bid form 00 40 00, names, address, phone numbers, email addresses, scope of work or supplies to be provided and proposed subcontract values to date of ONLY IL Illinois Commission on Equity and Inclusion (CEI) certified vendors. These firms will perform at least the percentage of the Work specified in the goals listed above and the proposed dollar value of subcontract (**percentage values are not acceptable**). If Bidder is BEP/VBP certified, include Bidder's information (total proposed bid value) as well as any additional diverse subcontractor information in table below. If the Bidder needs assistance in identifying subcontractors or suppliers, contact the Office of Procurement Diversity prior to submitting the bid and assistance will be provided in accordance with the requirements in the Contract Documents. Efforts to comply with these requirements will be considered in evaluating whether the bid is responsive. If the percentage of the Work is less than the specified goals, Bidder is required to submit good faith efforts to date at the time of bid submittal. Bidder will then be required to submit within ten (10) calendar days, after Owner notifies bidder of the deficiency, written evidence of its updated utilization plan and updated good faith efforts, if required, to achieve the goals.

List the bidder's diverse subcontractor/supplier firms which are to be utilized in regard to this contract below. A current and valid print version of the vendor's CEI Business Enterprise Program (BEP) Vendor Directory results is printed proof of the CEI certification. This document includes the vendor name, address, ethnicity, county, contact information, and certification renewal date and expiration date.

The IL CEI BEP/VBP Vendor Directory can be found at
<https://ceibep.diversitysoftware.com/>

All diverse firms must be certified with Illinois Commission on Equity and Inclusion. Only those vendors who are

certified by the Illinois Commission on Equity and Inclusion as of the last day of the bid opening cure period will be considered in determining whether the vendor meets the diversity goal.

Diversity Goal Cure Period: If the Bidder fails to meet the diversity goal at the time of bid submittal and provide both a completed a utilization plan (Attachment B – Business Enterprise Program (BEP) and Veteran Business Program (VBP) Utilization Plan of bid form 00 40 00) and satisfactory good faith efforts documentation as of bid opening, they are granted a cure period of ten (10) calendar days, after Owner notifies Bidder of the deficiency, to meet the goal. Whenever BEP/VBP utilization is not identified on Attachment B and no good faith effort documentation is included, the bidder will be deemed non-responsive and the bid will be rejected as a material condition. By the end of the cure period, Bidder shall submit an updated utilization plan and updated documentation of their good faith efforts to achieve the BEP/VBP goals, if the goals are not met. Failure to submit such documentation or to use good faith efforts, shall result in rejection of the bid. Good faith effort documentation is not required when diversity goals have been met.

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.

The Bidder represents to Owner that, to the best of its knowledge and belief:

1. Each of the subcontractors and suppliers listed qualifies under the provisions and definitions of the Minority/Female Business Enterprise Program Act as a BEP/VBP certified vendor as certified by C&L
2. The subcontract(s) which will be executed by the Bidder for the first level subcontractors and suppliers if the Bidder is awarded this contract by Owner will meet or exceed the proposed dollar value indicated above and will comply with all provisions of the Minority/Female Business Enterprise Program Act.
3. If required, bidder has submitted an Attachment B – Business Enterprise Program (BEP) and Veteran Business Program (VBP) Utilization Plan of bid form 00 40 00 with all BEP/VBP information that was known at the time of bid submission as well as documentation of Good Faith Efforts to date, if diversity goals were not met. Bidder acknowledges that if either of these requirements are not met, the bid will be considered having a Material Deficiency and will result in bid rejection.
4. Failure to submit a base bid price, bid alternate(s) price, if applicable, and unit price, if applicable, on the Owner bid form 00 40 00 in a manner that pricing can be determined will be considered a Material Deficiency and will result in rejection of bid.
5. Failure to use satisfactory good faith efforts to achieve diversity participation goals when required in Document 00 40 00 Bid-Section 1.5.I and to provide documentation of updated good faith efforts and an updated Attachment B – Business Enterprise Program (BEP) and Veteran Business Program (VBP) Utilization Plan of bid form 00 40 00 within ten (10) calendar days, after Owner notifies bidder of the deficiency, shall be considered a Material Deficiency and will result in bid rejection.

(Include base bid below and each alternate on next page(s)): (Attach additional sheet(s) if necessary)

UI Project No. _____

Bidder Name: _____ Division of Work: _____

UTILIZATION PLAN

Vendor hereby affirms (select one of the options below):

☐ Vendor is a BEP certified firm and plans to fully meet the BEP goal through self-performance or Vendor is a VBP certified firm and plans to fully meet the VBP goal through self-performance. *(Self-performing firms must complete Attachment B in its entirety and include itself and any other diverse businesses to be utilized on this project)*

☐ Vendor has identified BEP and VBP certified subcontractor(s) to fully meet the established BEP and VBP goals. Only BEP certified subcontractors may be used to meet the BEP goal and only VBP certified subcontractors may be used to meet the VBP goal if Vendor intends to meet the established goal in whole or in part through the use of subcontractors. Subcontractors that are both BEP and VBP certified may only be counted towards either the BEP or VBP goal, but not both.

☐ Vendor cannot fully meet the goal(s) but has made Good Faith Efforts towards meeting the goal, and hereby requests a waiver or reduction of the goal. ***(If requesting a waiver, return Attachment B, which includes the Good Faith Effort Transparency Report and all documentation of Good Faith Efforts on the bid due date. Utilization plans are due at the time of bid submission. Failure to complete and include a utilization plan, including documentation demonstrating good faith efforts when requesting a waiver, shall render the bid non-responsive.)***

Note: Bidders should check their calculations for meeting both the BEP and VBP goals for accuracy. Bidder may not round up percentages to meet goal.

Bidders must use good faith efforts to meet both BEP and VBP goals. If a vendor does not meet either of the goals, then bidder shall request a waiver and provide documentation of good faith efforts.

UI Project No. _____

Bidder Name: _____ Division of Work: _____

GOOD FAITH EFFORT TRANSPARENCY REPORT

By signing the Bid Form, I affirm under penalty of perjury the information provided in the Petition for Full or Partial Waiver/Good Faith Effort Transparency Report is truthful, accurate, and complete, to the best of my knowledge and capacity. I agree any finding of false, fraudulent, and/or otherwise misleading information will automatically disqualify the request for a waiver and the Office of Procurement Diversity reserves the right to pursue additional actions and/or remedies against the requesting Bidder.

Bidder did not meet the goals and is requesting the following (check those that apply):

- ☐ Full BEP Waiver; OR
☐ Partial BEP Waiver, current team BEP = _____ %
- ☐ Full VBP Waiver; OR
☐ Partial VBP Waiver, current team VBP = _____ %

Full Waiver is requested when the bidder has not met the diversity participation goal(s) and has not indicated any diversity participation.

Partial Waiver is requested when the bidder has not met the diversity participation goal(s) but has indicated some diversity participation.

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

- ☐ Contacting the Business Enterprise Bureau at least 15 days prior to need and requesting referrals from the vendors list and from any other list maintained by the Bureau;
- ☐ Advertising in the Official State Newspaper or a local newspaper as time permits;
- ☐ Contacting appropriate organizations such as unions, contractor associations, and diversity-oriented organizations.
- ☐ Utilize the website: <https://ceibep.diversitysoftware.com/> to identify BEP/VBP certified vendors within the respective NIGP Class or Class Item code(s) on the solicitation documents. At a minimum, email all listed vendors with project specifications sufficient to build a quote, then solicit quotes from all vendors who express an interest with follow-up emails and telephone calls. Documentation of these efforts must be submitted as evidence, including copies of all e-mails sent.
- ☐ Solicit through all reasonable and available means (e.g., attendance at a vendor conference, advertising, written notices) the interest of BEP/VBP certified vendors that have the capability to perform the work of the contract. Vendor must solicit this interest with sufficient advance time to allow the BEP/VBP certified vendors to respond to the solicitation. Vendor must determine with certainty if the BEP/VBP certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal, providing them with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
- ☐ Select portions of the work to be performed by BEP/VBP certified vendors to increase the likelihood that the goal will be achieved. This includes, where appropriate, unbundling contract work items into economically feasible

units to facilitate BEP/VBP certified vendor participation, even when vendor might otherwise prefer to perform these work items with its own forces.

- ☐ Make a portion of the work available to BEP/VBP certified vendors by selecting portions of the work or needed material based on the availability of BEP/VBP vendors.
- ☐ Negotiate in good faith with interested BEP/VBP certified vendors. Evidence of such negotiation must include the contacted names, mailing addresses, email addresses, and telephone numbers of BEP/VBP certified vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for BEP/VBP certified vendors to perform the work. A Vendor using good business judgment may consider many factors in negotiating with BEP/VBP certified vendors and may take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using BEP/VBP certified vendors may not, in itself, be a sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from BEP/VBP certified vendors if the price difference is excessive or unreasonable.
- ☐ Thoroughly investigate the capabilities of BEP/VBP certified vendors and do not reject them as unqualified without documented reasons. BEP/VBP certified vendors' memberships in specific groups, organizations, associations or political/ social affiliations are not legitimate causes for the rejection or non-solicitation of bids and proposals in Vendor's efforts to meet the goal.
- ☐ Where subcontractor capacity and/or access to capital prevents participation, make efforts to assist in obtaining available resources such as State of Illinois lending programs and the prime's lending, capital and bonding networks.
- ☐ Make efforts to assist interested BEP/VBP certified vendors in obtaining necessary equipment, supplies, materials, and related assistance or services.
- ☐ Utilized resources available to identify available certified vendors, including but not limited to Office of Procurement Diversity staff, BEP/VBP assistance staff; local, state and federal diverse business assistance offices; and other organizations that provide assistance in the recruitment and placement of diverse businesses.
- ☐ Follow best practices when conducting a Good Faith Effort. Best practices can be found on the BEP/VBP website at <https://cei.illinois.gov/>

UI Project No. _____

Bidder Name: _____ Division of Work: _____

BASE BID

	Firm Name/Address/Telephone #/Email Address (ONLY include current and valid IL CEI Certified BEP/VBP vendors)	Description/Scope of Work or Supply Provided	Proposed Dollar Value of Contract/ Subcontract	MBE/WBE/ PBE/VOSB /SDVOSB/ WMBE* Denotation (Must be certified with CEI)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

ALTERNATE BID No. _____

	Firm Name/Address/Telephone #/Email Address (ONLY include current and valid IL CEI Certified BEP/VBP vendors)	Description/Scope of Work or Supply Provided	Proposed Dollar Value of Subcontract	MBE/WBE/ PBE/VOS B/SDVOS B/ WMBE* Denotation (Must be certified with CEI)
1.				
2.				
3.				

ALTERNATE BID No. _____

	Firm Name/Address/Telephone #/Email Address (ONLY include current and valid IL CEI Certified BEP/VBP vendors)	Description/Scope of Work or Supply Provided	Proposed Dollar Value of Subcontract	MBE/WBE/ PBE/VOS B/SDVOS B / WMBE* Denotation (Must be certified with CEI)
1.				
2.				

3.				
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* When there is a split goal, a vendor that has multiple certifications (i.e. MBE, WBE, PBE or VBE), the certified business may only be counted towards one of the goals.

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.)

Vendors that are both BEP and VBP certified may only be counted towards either the BEP or VBP goal, but not both.

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