

Invitation for Construction Bid: Project Title

First published month date, year

**Project Description**

Description of project/scope of work.

This Project is located at: Project location auto populated from UpsideProject Form

**Division # - Name of Work**

Sealed bids will be accepted at the address below until TIME AM/PM, Month Date, Year:

The Board of Trustees of the University of Illinois

c/o Unit

Unit street address

City, State Zip Code

Attention: responsible individual, email address, phone #

The Owner shall assign the contracts for Contract Divisions number Work to the Contract Division number ( Contractor) in accordance with Article 6.3 of the General Conditions. (Refer to Articles 6 and 15 of the General Conditions for requirements concerning assignments of contracts.)

**Bid Document Sources**

Bid documents have been prepared by Name, Address, Phone, hereinafter referred to as the Professional Services Consultant. The bid documents may be obtained from the Professional Services Consultant by depositing a check in the amount of dollar amount for each set, payable to the Professional Services Consultant OR non-cash plan deposit programs which are guaranteed by contractor associations are acceptable.

**Bid Document Review Sets**

The project manual, drawings and all addenda are available after a one-time electronic registration for electronic viewing at no cost at (PRINT SHOP URL).

For the convenience of bidders, complete sets of documents will be on file at (PLAN HOLDER LIST).

**Prequalification**

Each bidder shall prequalify with the Owner in accordance with the General Instructions to Bidders (Document 00 20 00). If applicable, the project-specific prequalification (Document 00 46 00) deadline is 4:00 p.m. prevailing time on day/date.

**All bidders shall be prequalified with the Owner. New bidders that are not prequalified shall prequalify using the Owner's web-based Contractor Annual Prequalification System (CAPS)- <http://przm.apps.uillinois.edu/>**

The project will be administered using the Owner's web-based project management system.

**Minimum user requirements are as follows:**

- Internet Browser
- Valid e-mail account
- Computer-Aided Drawing (CAD) viewer

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### **Pre-Bid Meeting**

A pre-bid meeting will be held in location on day/date at time a.m./p.m. prevailing time. 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

A MANDATORY pre-bid meeting will be held in location on day/date at time a.m./p.m. prevailing time. 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.

### **Bid Opening**

Immediately after the closing time for receiving bids, all proposals will be publicly opened, read, and tabulated in **location, address**. Bids received after closing time will be returned unopened. The public opening and reading is for information only and is not construed as acceptance or rejection of any bid.

Documents required with bid:

1. Section 00 40 00 – Bid form, including attachments A and B, completed and signed.
2. Good Faith Efforts documentation to date if diversity goals are not achieved.
3. Bid Deposit.
4. A Form A or Form B is included with the bid. Failure to submit either Form A or Form B will result in rejection of bid. The Form A and Form B can be found at <http://www.uocpres.uillinois.edu/contractors/contracts>. By submitting a signed bid, the bidder also certifies compliance with the additional certifications 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")

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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 books, documents and records necessary to verify the costs of services rendered 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.

**Bid Acceptance or Rejection**

The Owner reserves the right to reject any or all bids or any part thereof, to waive any informalities in the bidding, and to accept the bids deemed to be in the best interests of the Owner after all bids have been examined and evaluated. Alternates, if considered, will be accepted in any order as determined by the Owner.

**Minority and Women Business Enterprise Goals**

The University of Illinois has established diversity goals for participation by minority and women owned businesses as prime contractors, subcontractors, or suppliers in accordance with the Business Enterprise for Minorities, Women, and Persons with Disability Act. Please refer to Bid Form Document 00 40 00 for additional information and instruction. Illinois Department of Central Management Services Business Enterprise Program certification is the basis for determination of diversity status. Only those vendors who are certified by the Illinois Department of Central Management Services as of the final day of the bid opening Cure Period will be considered in determining whether the vendor meets the participation goal.

**Minority and women business enterprise goals are for each division of work and may vary by project. Specific diversity goals for each project are identified within the Bid Documents.** The diversity baseline goals established for each campus follow:

<b>Division of Work</b>	<b>BEP Combined Goal(s)</b>	<b>BEP Split Goal(s)</b>	<b>VBP Goal(s)</b>
	<b>MBE/WBE</b>	<b>MBE WBE</b>	<b>VOSB/SDVOSB</b>
<i>(insert from Upside)</i>	%	%	%

Diversity Goal Cure Period (only if construction cost > \$250K)

If the Bidder fails to meet the diversity goal at the time of bid submittal and provide both a completed utilization plan (Attachment B – Minority/Women Business Enterprise Program and Veteran Business

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Program Utilization Plan of bid form 00 40 00) and satisfactory good faith efforts documentation to date, 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 on Attachment B is less than the specified goal 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

### **Compliance with 30 ILCS 500/15/25(a)**

The Owner encourages bidders to hire qualified individuals in accordance with 30 ILCS 500/15-25(a), including but not limited to veterans (as defined by 30 ILCS 500/45-67), minorities, women, and persons with disabilities.

### **Statutory Requirements**

The successful bidder will be required to comply with all laws, statutes, regulations, ordinances, rulings or enactments of any governmental authority that are applicable to the work or to the project. The successful bidder shall pay no less than the prevailing wages and shall utilize equal employment opportunity hiring practices in connection with this project.

**PROTEST REVIEW OFFICE:** Vendors 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 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 proposals or 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. The Protest Review Office's information is as follows:

Chief Procurement Office  
Attn: Protest Review Office  
Room 520 Stratton Office Building  
401 South Spring Street  
Springfield, IL 62706

If the protest is submitted via email, it must be sent to the following email address:  
eec.cpohe@illinois.gov

Boilerplate approved as of 01/2022; any changes to boilerplate language must be pre-approved by the University Office of Capital Programs and Real Estate Services.

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*Highlighted areas in gray on the electronic boilerplate are for input by the Campus Construction Units.*

**NOTE TO CAMPUSES –**

- 1) The title field has a maximum of 50 characters
- 2) The division of work bid opening field has a maximum of 30 characters
- 3) If estimated Construction Cost, including contingency is greater than or equal to \$2,000,000, posting must be at least 21 days and a mandatory pre-bid meeting is MANDATORY and must be held at least 10 days prior to bid opening.
- 4) If estimated Construction Cost, including contingency, is greater than or equal to \$250,000 Diversity Goal Cure Period clause must be included in this advertisement. Otherwise the clause will not be included in this advertisement.
- 5) PLA included for UIUC only