

**Governors  
State  
University**

**INVITATION TO BID**

Purchasing Office  
One University Parkway  
University Park, IL 60466  
708/534-4056 phone 708/235-3970 FAX  
Higher Education Procurement Bulletin: [www.procure.stateuniv.state.il.us](http://www.procure.stateuniv.state.il.us)

Bid Number: D8160TMS  
Project Name: **MCC, electrical distribution & BAS upgrades**  
Bids are due: 2:00 PM, April 2, 2008  
Public Opening 2:0 PM, April 2, 2008

**Mandatory Pre-Proposal Conference**

The university will hold a mandatory pre-bid meeting the morning of March 12, 2008. Representatives will be present to answer questions. Prospective bidders must register in advance by calling Lisa at 708-534-4056. Bids submitted by bidders not in attendance at the mandatory conference will not be accepted.

If an additional meeting is required to accommodate tours and access to the facility, GSU and the engineer may schedule an additional mandatory meeting. This will be addressed in an amendment, if applicable.

**GSU requires the awarded, prime contracting firm to be pre-qualified with the State of Illinois Capital Development Board (CDB). Firms are required to listed on the CDB web page as a pre-qualified contractor on the bid due date.**

Sealed bids for this project will be received in the Purchasing office at Governors State University until the date and time bids are due as specified above. At the above-specified opening time, bids will be opened publicly and read aloud.

This project will be governed in accordance with the Illinois Procurement Code and the Higher Education Procurement Rules.

**Bids must be typewritten or written in ink. Bids completed in pencil will be rejected. All bids must be signed and the signature must be in ink.** Bids that are signed for corporations shall have corporate name and signature of authorized officer of corporation. Title of office held by person signing for corporation shall appear below the signature.

It shall not be sufficient to show that the bid was mailed in time to be received before the scheduled closing time for receipt of bids. Federal Express will deliver to the desktop. Other vendors will deliver only to our dock. Receipt to the dock may delay official receipt in the Purchasing office. **The University will NOT accept bids transmitted by FAX machine.**

If a bidder submits a sealed bid in any envelope that does not identify the contents as a sealed bid, the bid will be returned to the bidder as rejected. It is the bidder's responsibility to make certain the

envelope can be identified. This includes the packages used by delivery companies such as Federal Express, Airborne Express, etc.

A complete bid package will include a bidders application on file at Governors State University. If not already on file, an application may be downloaded from the following Internet address:

<http://www.procure.stateuniv.state.il.us/bidderapp.pdf>

Once completed, return with the sealed bid or proposal

All bidders must be pre-qualified with the State of Illinois Department of Human Rights. No person or company shall be eligible to be awarded a contract subject to the competitive bidding requirements of the Illinois Procurement Code (30 ILCS 500), as hereafter amended) unless such person or company has filed with the Department of Human Rights a properly completed and sworn Employer Report Form (Form PC-1) which is currently valid.

Bidders who are already pre-qualified must indicate their identification number where requested on the bid form.

Bidders who are not pre-qualified must obtain, complete and file Employer Report Form (Form PC-1) prior to the bid closing/due date by calling the Department of Human Rights at 312/814-2432.

CMS Certification for firms owned by minorities, females or persons with disabilities may attach the certification letter from the State of Illinois Business Enterprise Program. Questions about certification should be directed to CMS at 312/814-4190.

Governors State University encourages and makes every appropriate effort within the framework of applicable state and federal laws and regulations to enable small and community based businesses to compete effectively with other vendors bidding for work, services or materials to be furnished to the University.

**Award of Contract:** In awarding the contract, Governors State University will take into consideration, among other things, the experience, responsibility, financial standing, and reputation of each Bidder. The board reserves the right to make such investigation as it deems necessary to determine the qualification of each bidder. Each bidder shall furnish all such information and data for this purpose as Governors State University may request. Governors State University reserves the right to reject any bid if investigation of such bidder fails to satisfy the Board that the bidder is properly qualified to carry out the obligations of the contract.

The University makes every attempt to award orders on an overall low bid basis. However the right is reserved to award the bid as a total bid award, or by section. If a split award is not acceptable to a bidder, it must be so stated in the bid submitted. The University also reserves the right to increase, decrease or delete items at the quoted price in order to remain within the project budget.

**Contract and Renewal:** The price(s) of each bid must be kept firm for a minimum period of sixty (60) days. This contract may be renewed for two additional renewals of 3 years each, at the discretion of the University. If renewed, pricing is to remain firm for the duration of the contract. Any price increases for the second renewal of a contract must be presented with this submission, or Governors State University will assume prices to remain firm for an additional three (3) year renewal period of this contract. This section does NOT apply to product purchase, unless clarified in the specifications.

Payments for products and services will be processed as products or services are received and invoices approved, consistent with policies and procedures of Governors State University and the State of Illinois Statutes.

Any brand names mentioned in the bidding documents are used for the purpose of describing the standard of quality, performance and characteristics desired and are not intended to limit or restrict competition. Equal substitutions will be accepted **unless prohibited in the technical specifications**. Any substitution to the items as specified must be an equal. Equal submissions will not be rejected because of minor differences in design, construction or features that do not affect the suitability of the product for its intended use. The burden of proof that the product is equal rests with the bidder. A bidder may propose substitutions with their bid by listing the product substitutions in the bid form. The University will recommend approval or rejection prior to award of contract. Bidders offering substitutions must furnish at the time of the bid opening, complete descriptions, pictures or drawings and specifications of the product(s).

The University prefers deliveries FOB University Central Receiving Dock. If otherwise stated, the bidder must show the freight cost. The University Purchasing office must be notified at least twenty-four (24) hours prior to shipping to confirm date of arrival. Delivery and/or completion of this contract after receipt of order must be no later than the project completion date stated above.

Any bidder may withdraw or modify his bid at any time prior to the scheduled closing time for receipt of bids. Only written requests for modifications or corrections of a previously submitted bid, which are addressed in the same manner as bids and are received by the University prior to the scheduled closing/due time for receipt of bids, will be accepted and the bid corrected in accordance with such written request. Oral or telephonic modifications or corrections will not be recognized or considered.

**AVAILABILITY OF DOCUMENTS:** All State Universities in Illinois publish their competitive Bid/RFP and other procurement notices, as well as award information at:  
<http://www.procure.stateuniv.state.il.us>

Suppliers intending to respond to any posted requirements are encouraged to visit said site to insure that they have received a complete and current set of documents. Some notices may provide a downloadable copy of the pertinent procurement documents, as well as any amendments to those documents. Additionally, some notices may permit a supplier to submit a response to a posted requirement in an electronic format. Any supplier receiving a copy of procurement documents from a bid referral service and/or other third party is solely responsible for insuring that they have received all necessary procurement documentation, including amendments. Interested suppliers should note that the State Universities in Illinois do not charge any fees (except any required surety documents) to obtain a copy of or respond to documents posted for competitive solicitation. The issuing University is not responsible for insuring that all or any procurement documentation is received by a supplier, who is not appropriately registered with the issuing University.

## Bid Proposal

### General Conditions

- Procurement Regulations: This transaction is subject to the Regulations Governing Procurement and Bidding at State Systems Universities in Illinois, adopted by the Board pursuant to the Illinois Revised Statutes and on file with the State of Illinois, Office of the Secretary of State, including but not limited to the Illinois Procurement Code Public Act 90-572 and the Higher Education Procurement Rules.

- **Warranty:** The Seller expressly warrants that all goods and services covered by this contract will conform to each and every specification, drawing, sample, demonstration, or other description, which is furnished, and that it will be fit and sufficient for the purpose intended and free from defects. This warranty will be for a term not less than one year from the date of acceptance by Governors State University unless otherwise stated herein.
- **Patent Infringement:** The Seller agrees to indemnify buyer and holds it harmless from and against all liability, loss, damage and expense, including reasonable counsel fees, resulting from any actual or claimed trademark, patent, or copyright infringement, or any litigation based thereon, with respect to any part of goods and payment therefore by the Buyer.
- **Seller's Responsibility in Transit:** Title to and risk of loss and damage to items shall be the responsibility of the seller until final delivery. Installation and acceptance of Governors State University unless otherwise stated herein.
- **Packaging:** Governors State University will not be liable for any packaging, cartage, boxing, storage or handling charges in excess of the purchase price of this order unless otherwise stated herein.
- **Quantities:** Governors State University assumes no obligation for materials shipped in excess of the quantity ordered. Any unauthorized quantity will be returned at the Seller's expense.
- **Invoices:** Delay in receiving invoices, and errors/omissions on invoices will be considered just cause for withholding payment without losing discount privileges. All invoices must contain Federal Employment Identification Number (FEIN), purchase order number and other details as requested by Governors State University in these specifications for timely invoices. Products and services are paid as received, approved and completed.
- **Contract Modification:** The contract may be amended or modified at any time by written agreement of the parties.
- **Toxic Substance Clause:** Awarded bidder is to identify any products, substance, etc., included within this bid specification which is considered to be a toxic substance under the Illinois Toxic Substances Act and to provide OSHA Form 20b Material Data Sheets (or the equivalent). All bidders further agree to properly label any product, substance, etc., so identified, in accordance with the Illinois Toxic Substance Act.
- **Terms:** Request for Proposals include all of the same terms included herein, unless further clarified in the specifications of the RFP as defined.
- **Policy Regarding Questions:** All questions must be submitted in writing, on the enclosed form, to the Purchasing Department at fax number: 708/235-3970. All questions will be responded to in writing. No questions will be responded to within 2 business days of the due date and time of this RFP. Only written requests will be responded to with regard to this RFP. No vendor is to solicit information from Governors State University employees in purchasing, the print shop or otherwise. This will result in disqualification of a submission by your firm. All questions must be submitted as detailed above. Answers will be issued as soon as possible.

The undersigned hereby certifies:

1. Bribery Certification: The Contractor certifies that it has not been convicted of bribery, attempting to bribe an officer or employee of the State of Illinois, nor has the Bidder made an admission of guilt, which is a matter of record.
2. Bid-Rigging and Bid-Rotation: By signing this bid, the contractor certifies that it has not been barred from contracting with a unit of the State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended.
3. Default of an Educational Loan: By acceptance of this contract or purchase order, the vendor certifies that it is not in default for a period of six (6) months or more and in an amount of six hundred dollars (\$600.00) or more, on the repayment of any loan made from or guaranteed by state or federal funds for the purpose of financing his/her attendance at an institution of higher education. This provision is not applicable to partnerships or corporations.
4. Drug Free Workplace: By acceptance of any resulting purchasing agreement, the Bidder certifies that it will not engage in the unlawful manufacture, distribution, use of, dispensations, or possession of a controlled substance in the performance of such agreement. A more detailed certification must be signed for contracts of five thousand dollars (\$5,000.00) or more with twenty-five (25) or more employees at the time of contract.
5. Records and Documentation: The Vendor or Contractor shall maintain, for a minimum of five (5) years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General; and the Contractor agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials.
6. Federal Taxpayer Identification Number and Legal Disclosure:

Under penalties of perjury, I certify the \_\_\_\_\_ is my correct Federal Taxpayer Identification Number. I am doing business as a (please check one)

- |   |   |
|---|---|
| <input type="checkbox"/> Individual   | <input type="checkbox"/> Real Estate Agent          |
| <input type="checkbox"/> Sole Proprietorship                                    | <input type="checkbox"/> Governmental Entity        |
| <input type="checkbox"/> Partnership  | <input type="checkbox"/> Tax Exemption Organization |
| <input type="checkbox"/> Corporation  | <input type="checkbox"/> (IRC 501 (a) only)         |
| <input type="checkbox"/> Not-for-Profit Corporation                             | <input type="checkbox"/> Trust or Estate            |
| <input type="checkbox"/> Medical and Healthcare<br>Service Provider Corporation |   |

7. Disclosure: All vendors must submit a Disclosure of Financial Interests form, without exception.

8. Section 20-60 (b) of the Code states “All contracts made or entered into are subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation to make payments under the terms of the contract.”
9. Boycotting: The vendor certifies that neither it nor any other substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provision of the US Export Administration Act of 1979 or the regulations of the US Department of Commerce promulgated under the act.
10. Year 2000 Compliance: Bidder must guarantee and warrant that the equipment being used/proposed with regard to this project or service is Year 2000 compliant and will be able to accurately process date/time data (including but not limited to calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries, and year 1999, 2000 and beyond.
11. Alternative Proposals: No equivalents or substitutes will be evaluated for this procurement.
12. Conflict of Interest: The Contractor affirms that, to the best of its knowledge, there exists no actual or potential conflict between the Contractor’s family, business or financial interests and its services under this contract; and, in the event of change in either its private interests or services under this contract, the Contractor will raise with the University any questions regarding possible conflict of interest which may arise as a result of such change.
13. Prevailing Wages: In accordance with the Illinois Procurement Code, Bidder certifies that employees involved in printing (regardless of cost) or for service contracts of two thousand dollars (\$2,000.00) or more or two hundred dollars (\$200.00) or more per month receives the prevailing wage rate and is working under conditions prevalent in the locality where printing service is taking place. Services include janitorial cleaning services, window cleaning services, food services and security services. Bidders interested in submitting a bid for such projects must contact the Illinois Department of Labor for the current prevailing wage rate. For printing projects, the bidder must certify soybean oil-based ink is being used to produce this publication.
14. Felony Conviction: The Contractor certifies that he (If an individual) has not, nor has any principal of he firm, nor has the firm, been convicted of any felony; or if convicted, at least one year has passed since the completion of sentence as of the effective date of this contract. (30ILCS 500/50-10)
15. Non-Discrimination and Equal Employment Opportunity: The Contractor agrees to comply with the applicable provisions of the Illinois Human Rights Act (775 ILCS 5), the US Civil Rights Act, the Americans with Disabilities Act, Section 504 of the US Rehabilitation Act and the rules applicable to each. The equal opportunity clause of section 750.10 of the Illinois Department of Human Rights Rules is specifically incorporated herein. The Contractor shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented by the US Department of Labor regulations (41 C.F.R. Chapter 60). The Contractor agrees to incorporate this clause into all subcontracts under this order.
16. The contractor or bidder certifies that they are not barred from being awarded a contract under 30 ILCS 500. Section 50-11 prohibits a person from entering into a contract with a State agency if they know or should know that they are delinquent in the payment of any debt to the State as defined by the Debt Collection Board. The contractor further acknowledges that the contracting

State agency may declare the contract void if this certification is false or if the contractor is determined to be delinquent in the payment of any debt during the term of contract.

Having read and agree with and completed articles 1 – 16 I hereby certify all statements in this proposal to be compliant with all specifications and requests herein.

Firm Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Department of Human Rights Number: \_\_\_\_\_

CMS Business Enterprise Certification Number: \_\_\_\_\_

Telephone Numbers-

Toll Free: \_\_\_\_\_

Business: \_\_\_\_\_

Fax: \_\_\_\_\_

Web Page(s): \_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_

**D8160TMS**  
**MCC, BAS & Electrical Distribution Upgrades**

**From:**

Vendor Name: \_\_\_\_\_

Contact: \_\_\_\_\_

Title: \_\_\_\_\_

Phone Number: (        ) \_\_\_\_\_

Fax Number:    (        ) \_\_\_\_\_

**Date:** \_\_\_\_\_

**Question(s):**

Questions must be faxed to 708-235-3970.  
Phone calls will **NOT** be accepted.  
No questions will be answered less than 48 hours prior to the bid opening.



GOVERNORS STATE UNIVERSITY  
BID FORM

NAME OF FIRM \_\_\_\_\_  
CITY, STATE \_\_\_\_\_

BID FOR: GSU PROJECT NUMBER: D8160TMS  
PROJECT TITLE: MCC, Electrical Distribution and BAS Upgrades

THE BIDDER ACKNOWLEDGES THE FOLLOWING AMENDMENTS: (Failure to acknowledge may cause bid rejection.)

NO.\_\_\_\_, DATED \_\_\_\_ NO.\_\_\_\_, DATED \_\_\_\_ NO.\_\_\_\_, DATED \_\_\_\_  
NO.\_\_\_\_, DATED \_\_\_\_ NO.\_\_\_\_, DATED \_\_\_\_ NO.\_\_\_\_, DATED \_\_\_\_

**BASE BID:** THE BIDDER AGREES TO PERFORM ALL WORK, EXCLUSIVE OF ALTERNATE BIDS, FOR THE SUM OF:  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

ALTERNATE BID NO. 1: Removal of existing Emergency Diesel Generator (EDG) and addition of a new outdoor EDG.

ADD TO BASE BID THE SUM OF:  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

ALTERNATE BID NO. 2: Upgrade the electrical distribution system in the main building Boiler Room Provide outdoor medium voltage (4160V) switchgear and transformer located at grade. Provide new low voltage distribution at new locations within Boiler Room.

ADD TO BASE BID THE SUM OF:  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

ALTERNATE BID NO.3: Replace existing 4160V service entrance conductors and distribution feeders between outdoor Com Ed transformer and 4160V main switchgear line up.

ADD TO BASE BID THE SUM OF:  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

ALTERNATE BID NO.4: TVSS work for electrical panels.

ADD TO BASE BID THE SUM OF:  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_)

GOVERNORS STATE UNIVERSITY  
BID FORM

BIDDER AGREES TO:

1. Hold this bid open for 60 calendar days after bid opening date or as required in the project manual.
2. Enter into and execute a contract with GSU if awarded on the basis of this bid.
3. Comply with the Contract Documents with respect to all bonds, insurance, work requirements and schedule.
4. Complete the work within 365 calendar days.

THE BIDDER MAKES THE FOLLOWING REPRESENTATIONS AND CERTIFICATIONS:

- A. A surety company has agreed to issue Bonds required by the Bid Documents for this work if this bid is accepted by GSU.
- B. The Bidder is not barred from contracting with any unit of state or local government as a result of violating the bid rigging or bid rotating provisions contained in 720 ILCS 5/33E-3 and 720 ILCS 5/33E-4.
- C. The Bidder is not barred from contracting with the State of Illinois as a result of a bribery conviction per 30 ILCS 505/10.2.
- D. *The Bidder is not delinquent in the payment of any debt to the state per 30 ILCS 210/5. Bidder has listed all known subcontractors and suppliers on the bid form in the space provided on the bid form.*

**FAILURE TO PROVIDE THIS INFORMATION MAY RESULT IN REJECTION OF BID.  
SUBCONTRACTOR SUBMITTAL REQUIREMENTS**

List name of the General Contractor (if not the prime contractor) and Electrical Contractor (if not the prime contractor).

Subcontractors may not be changed without express written permission of the university prior to execution of the contract.

	SUBCONTRACTOR/SUPPLIER NAME	TIN (FEIN or SSN)
1		
2		
3		
4		
5		

CONTRACTOR:

SIGNATURE

Firm Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 FEIN: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE \_\_\_\_\_

Governors State University Bid #D8160TMS			
Bid Cost Breakdown- MCC, Electrical Distribution and BAS Upgrades			
VENDOR NAME _____		7-Mar-09	
Scope Description	Bid Price	Premium Labor Cost included in Bid Price (If Applicable)	Remarks
<b>BASE BID</b>			
<b>Sub Central #1</b>			
Material for Electric			Excludes BAS and Feeder Replacement costs (see separate line items)
Labor for Electric			Excludes controls labor only (see separate line item)
Premium labor cost included in line above	Include in Premium Cost Column		
Feeder Replacment Total Cost (M&L)			Total Cost (M&L)
<b>Subtotal Sub Cental #1</b>			
<b>Sub Central #2</b>			
Material for Electric			Excludes BAS and Feeder Replacement costs (see separate line items)
Labor for Electric			Excludes controls labor only (see separate line item)
Premium labor cost included in line above	Include in Premium Cost Column		
Feeder Replacment Total Cost (M&L)			Total Cost (M&L)
<b>Subtotal Sub Cental #2</b>			
<b>BAS Upgrades</b>			
BAS Campus Upgrade			Controls work on campus
Technology (Ethernet)			Data drops for campus LAN
<b>Subtotal BAS Upgrades</b>			
<b>TOTAL BASE BID</b>			
<b>ALTERNATES</b>			
Alternate Bid No. 1:			Removal of existing Emergency Diesel Generator (EDG) and addition of a new EDG.
Alternate Bid No. 2:			Upgrade the electrical distribution system in the main building Boiler Room. Provide outdoor medium voltage (4160V) switchgear and transformer.
Alternate Bid No. 3:			Replace existing 4160V service entrance conductors and distribution feeders between ComEd transformer and Vault Line up.
Alternate Bid No. 4:			TVSS work for electrical panels located in A through D-Wings.
<b>TOTAL ALTERNATES 1-4</b>			
<b>TOTAL BASE BID PLUS ALTERNATES 1-4</b>			

# Request for Bid/Proposal

D8160TMS

## NO BID REPLY FORM

### BIDDER:

To assist us in obtaining good competition on our request for bids we ask that each firm which received an invitation, but does not wish to bid, state their reason(s) below. This information will not preclude receipt of future invitations unless you request removal from the Bidders' List by so indicating below.

We hereby submit a "NO BID" because:

- \_\_\_\_\_ 1. We are not interested in selling through the Bid process
- \_\_\_\_\_ 2. We do not wish to Bid under the terms and conditions of this request.
- \_\_\_\_\_ 3. We do not feel we can be competitive.
- \_\_\_\_\_ 4. We cannot submit a proposal because of the marketing or franchising policies of the manufacturing company.
- \_\_\_\_\_ 5. We do not wish to sell to a State agency.
- \_\_\_\_\_ 6. We do not sell the items on which Bids are requested.
- \_\_\_\_\_ 7. Other: \_\_\_\_\_

Firm \_\_\_\_\_

Signed \_\_\_\_\_

Date

Printed Name \_\_\_\_\_

Location \_\_\_\_\_

Phone ( ) \_\_\_\_\_

**DISCLOSURES**  
**FINANCIAL INTERESTS AND POTENTIAL CONFLICTS OF INTERESTS**

**(Disclosure Form A)**

Public Act 90-572 (Section 50-35 a-b) requires that vendors desiring to enter into certain contracts with the State of Illinois must disclose the financial and potential conflict of interest information as specified below.

Vendor shall disclose the financial interest and potential conflict of interest information identified in Sections 1 and 2 below as a condition of receiving an award or contract. Submit this information along with your bid, proposal, or offer.

This requirement applies to contracts with an annual value exceeding \$10,000.

A publicly traded entity may submit its 10K disclosure in satisfaction of the disclosure requirements set forth in both Sections 1 and 2 below. A privately held entity with more than 400 shareholders may satisfy the disclosure requirements of both Sections by (1) submitting the information that would be included in a 10K disclosure and (2) listing the names of all persons or entities holding an ownership interest in excess of 5%.

**Section 1 - Disclosure of Financial Interest in the Vendor**

- a. If any individuals have one of the following financial interests in the vendor (or its parent), please check all that apply and show their name and address:

Ownership exceeding 5%	( <input type="checkbox"/> )
Ownership value exceeding \$90,414.60	( <input type="checkbox"/> )
Distributive Income Share exceeding 5%	( <input type="checkbox"/> )
Distributive Income Share exceeding \$90,414.60	( <input type="checkbox"/> )
No individuals have any of the above financial interests	( <input type="checkbox"/> )

(If none, go to Disclosure Form B)

Name: \_\_\_\_\_

Address: \_\_\_\_\_

- b. For each individual named above, show the type of ownership/distributable income share:  
sole proprietorship \_\_\_ stock \_\_\_ partnership \_\_\_  
other (explain) \_\_\_\_\_
- c. For each individual named above, show the dollar value or proportionate share of the ownership interest in the vendor (or its parent) as follows:

If the proportionate share of the named individual(s) in the ownership of the vendor (or its parent) is 5% or less, and if the value of the ownership interest of the named individual(s) is \$90,414.60 or less, check here (  ).

If the proportionate share of ownership exceeds 5%, or the value of the ownership interest exceeds \$90,414.60, show either:

the percent of ownership \_\_\_\_\_%,  
or  
the value of the ownership interest \$ \_\_\_\_\_.

Section 2 - Disclosure of Potential Conflicts of Interest

For each of the individuals having the level of financial interest identified in Section 1 above, check "Yes" or "No" to indicate which, if any, of the following potential conflict of interest relationships apply. If "Yes," please describe (use space under applicable section-attach additional pages as necessary).

- |    |  |            |           |
|----|--|------------|-----------|
| a. | <b>State employment, currently or in the previous 3 years, including contractual employment of services.</b>   | <b>Yes</b> | <b>No</b> |
|    |  | _____      | _____     |
| b. | State employment of spouse, father, mother, son, or daughter, including contractual employment for services in the previous 2 years.   | <b>Yes</b> | <b>No</b> |
|    |  | _____      | _____     |
| c. | Elective status; the holding of elective office of the State of Illinois, the government of the United States any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois currently or in the previous 3 years.  | <b>Yes</b> | <b>No</b> |
|    |  | _____      | _____     |
| d. | Relationship to anyone holding elective office currently or in the previous 2 years; spouse, father, mother, son, or daughter.   | <b>Yes</b> | <b>No</b> |
|    |  | _____      | _____     |
| e. | Appointive office; the holding of any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office currently or in the previous 3 years. | <b>Yes</b> | <b>No</b> |
|    |  | _____      | _____     |
| f. | Relationship to anyone holding appointive office currently or in the previous 2 years; spouse, father, mother, son, or daughter.   | <b>Yes</b> | <b>No</b> |
|    |  | _____      | _____     |
| g. | Employment, currently or in the previous 3 years, as or by any registered lobbyist of the State government.  | <b>Yes</b> | <b>No</b> |
|    |  | _____      | _____     |
| h. | Relationship to anyone who is or was a registered lobbyist in the previous 2 years; spouse, father, mother, son, or daughter.  | <b>Yes</b> | <b>No</b> |
|    |  | _____      | _____     |
| i. | Compensated employment, currently or in the previous 3 years, by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.  | <b>Yes</b> | <b>No</b> |
|    |  | _____      | _____     |
| j. | Relationship to anyone; spouse, father, mother, son, or daughter; who is or was a compensated employee in the last 2 years of any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections.                             | <b>Yes</b> | <b>No</b> |
|    |  | _____      | _____     |

**DISCLOSURES  
OTHER CONTRACT AND PROCUREMENT RELATED INFORMATION**

**(Disclosure Form B)**

**Public Act 90-572 (Section 50-35 h) requires that vendors desiring to enter into certain contracts with the State of Illinois must disclose the information as specified below.**

Vendor shall disclose the information identified below as a condition of receiving an award or contract.

This requirement is applicable to only those contracts with an annual value exceeding \$10,000.

You must submit this information along with your bid, proposal, or offer.

- a. Vendor shall identify whether it has current contracts (including leases) with other units of State of Illinois government by checking "Yes" \_\_\_\_\_ or "No" \_\_\_\_\_
- b. If "yes" is checked, identify each contract by showing agency name and other descriptive information such as purchase order or contract reference number (attach additional pages as necessary).
- c. Vendor shall identify whether it has pending contracts (including leases), bids, proposal, or other ongoing procurement relationships with other units of State of Illinois government by checking "Yes" \_\_\_\_ or "No" \_\_\_\_.

If "yes" is checked, identify each such relationship by showing agency name and other descriptive information such as bid or project number (attach additional pages as necessary).

This disclosure for Form A and B are submitted on behalf of

\_\_\_\_\_

(Name of Vendor)

Official authorized to sign on behalf of vendor:

Name (Printed) \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**"NOTE: RESPONDENT MUST COMPLETE THE ABOVE "VENDOR'S DISCLOSURE OF FINANCIAL INTERESTS" FORM. FAILURE TO COMPLETE AND RETURN THIS FORM WITH YOUR OFFER MAY RESULT IN YOUR OFFER BEING CONSIDERED AS "NON-RESPONSIVE" TO THIS SOLICITATION."**

**GOVERNORS STATE UNIVERSITY CONTRACT CERTIFICATION**

**EDUCATIONAL LOANS** -- The Contractor certifies that it is not in default on an educational loan as provided in the Educational Loan Default Act (5 ILCS 385).

**BRIBERY** -- The Contractor certifies that it has not been convicted of bribery, attempting to bribe or made an admission of guilt of bribery of a State officer or employee in accordance with the Illinois Procurement Code (30 ILCS 500/50-5).

**BID-RIGGING/BID-ROTATING LAW** -- The Contractor certifies that it has not been barred from contracting with a unit of State or local government as a result of bid-rigging or bid rotating as those terms are defined in the Illinois Criminal Code of 1961 (720 ILCS 5/33E-3 and 5/33E-4).

**DRUG FREE WORKPLACE** -- The Contractor certifies that it will comply with the Drug Free Workplace Act (30 ILCS 580) and will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of this contract.

**FOREIGN EQUIPMENT/CHILD LABOR** -- The Contractor certifies in accordance with Public Act 94-0264 no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.

**NON-DISCRIMINATION IN EMPLOYMENT** -- The Contractor agrees to comply with the Public Employment Works Act (775 ILCS 10), which disallows discrimination on the basis of race, color, religion, national origin, ancestry, age, sex, marital status, handicap, military status, or unfavorable discharge from military service in employment or contracting.

**LACK OF APPROPRIATION** --The Contractor agrees that the contractual obligations of GSU Shall cease immediately without penalty or further payment if, in any fiscal year, the Illinois General Assembly or federal funding sources fails to appropriate or otherwise make available funds for this contract. The Contractor will be paid for satisfactory performance during the periods for which funds were available.

**USE OF SUBCONTRACTORS** -- The Contractor will not utilize the services of a subcontractor in fulfilling its obligations under this contract without obtaining GSU's prior written approval.

**INTERNATIONAL ANTI-BOYCOTT** -- The Contractor certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under the Act.

**MAINTENANCE OF DOCUMENTATION** -- With respect to each annual Contract term, Contractor shall maintain, for a minimum of 5 years after such annual Contract term, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Contract; the Contract and all books, records, and supporting documents related to the Contract shall be available for review and audit by the Auditor General; and the Contractor agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the Contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

**DEBT CERTIFICATION** -- The Contractor certifies that it is not delinquent in the payment of any debt to the State of Illinois in accordance with the Illinois Procurement Code (30 ILCS 500/50-11).

**FOREIGN-MADE MATERIALS PRODUCED BY FORCED LABOR** -- The Contractor certifies that no foreign-made equipment, materials or supplies furnished to GSU under this contract will be or have been produced, in whole or in part, by forced labor, convict labor or indentured labor under penal sanction.

**CORPORATE INTEGRITY** -- The Contractor certifies that it, its officers, directors, partners or other managerial agents have not been convicted of a felony under the Sarbanes-Oxley Act of 2002 or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953 (815 ILCS 5) within the last five years. These laws prohibit falsifying corporate financial records, selling unregistered securities, and fraudulent purchases or sales of securities.

**ENVIRONMENTAL VIOLATIONS** -- The Contractor certifies that it has not been found liable for any violation of the Illinois Environmental Protection Act ("Act") (415 ILCS 5) by a court or the Pollution Control Board within the last five years. Violations of the Act may include dumping hazardous wastes, air pollution, water pollution, land pollution, and permit non-compliance.

**GOVERNING LAW** -- Notwithstanding anything in the Contract or purchase order to the contrary, this Contract shall be governed by the laws of the State of Illinois without reference to conflict of laws principles. The parties acknowledge that GSU is a State entity and as such any claims brought against it must be brought in the Illinois Court of Claims in accordance with the Illinois Court of Claims Act (705 ILCS 505).

**ILLINOIS USE TAX CERTIFICATION** -- The Contractor certifies that it is collecting and remitting Illinois Use Tax of all sales of tangible personal property in accordance with the Illinois Procurement Code (30 ILCS 500/50-12).

**FALSE CERTIFICATIONS** -- The Contractor acknowledges that GSU may declare this Contract void if any of the certifications made herein by the CONTRACTOR are false.

**CONFLICTING DOCUMENTS** -- In the event of a conflict between these contract certifications and Contract or purchase order, whichever may be the case, these contract certifications shall control.

**CONTRACTOR FEDERAL IDENTIFICATION NUMBER AND LEGAL STATUS DISCLOSURE (NOTE: Instructions On Reverse Side)**

Under penalties of perjury, I certify that \_\_\_\_\_ is my correct Federal Taxpayer Identification Number. I am doing business as a (please check one):

- |                          |                            |                          |   |
|--------------------------|----------------------------|--------------------------|---|
| <input type="checkbox"/> | Individual                 | <input type="checkbox"/> | Real Estate Agent                         |
| <input type="checkbox"/> | Sole Proprietorship        | <input type="checkbox"/> | Governmental Entity                       |
| <input type="checkbox"/> | Partnership                | <input type="checkbox"/> | Tax Exempt Organization (IRC 501(a) only) |
| <input type="checkbox"/> | Corporation                | <input type="checkbox"/> | Trust or Estate                           |
| <input type="checkbox"/> | Not-For-Profit Corporation | <input type="checkbox"/> | Medical and Health Care Service Provider  |

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Typed or Printed Vendor Signature

\_\_\_\_\_  
University Purchasing Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Vendor Signature

\_\_\_\_\_  
Date



In order to meet Form 1099 Information reporting rules formulated by the Internal Revenue Service, please complete the following:

### **INSTRUCTIONS**

1. Enter your Taxpayer Identification Number (TIN) in the appropriate space. For individuals and sole proprietorships:
2. If you do not have a TIN, apply for one immediately. To apply, obtain the form Application for a Social Security Number Card (for individuals) from your local office of the Social Security Administration, or form, Application for Employer Identification Number (for businesses and all other entities), from your local Internal Revenue Service office.
3. If you do not have a TIN, fill out the certification indicating that a TIN has been applied for, sign and date the form, and return it to this agency. As soon as you receive your TIN, fill out another such form indicating your TIN, sign and date the form, and give it to this agency.
4. If you fail to furnish your correct TIN to this agency, you are subject to an IRS penalty of \$50.00 for each such failure unless your failure is due to reasonable cause and not to willful neglect.
5. **WILLFULLY FALSIFYING CERTIFICATIONS OR AFFIRMATIONS MAY SUBJECT YOU TO CRIMINAL PENALTIES, INCLUDING FINES AND/OR IMPRISONMENT.**

# GOVERNORS STATE UNIVERSITY

## CERTIFIED PAYROLL FORM

GSU Purchase Order Number	
Company Name	
Address	
Pay Period	

The following statement is a part of the submission:

“The contractor certifies that (1) the payroll record is true and accurate; (2) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required by the Illinois Prevailing Wage Act (820 ILCS 130/5); and (3) the contractor or subcontractor is aware that filing a certified payroll which he or she knows to be false is a Class B misdemeanor.”

X \_\_\_\_\_  
Contractor's Signature and Date

X \_\_\_\_\_  
Printed Name and Title

This form must be signed by an authorized representative of the contractor's firm.

Submit paper records to: Project Manager, GSU Capital Programs and Facility Operations

Illinois state law requires all contractors working on University construction projects to submit certified payroll records to the University. The payroll records must include all workers employed by contractors on a University project.

Payroll records are to include: each worker's name, classification or classifications, hourly wage paid in each pay period, number of hours worked each day and the starting and ending times of work each day. You must submit a certified payroll only for employees working on a University project.

Failure to submit this form and a certified payroll may result in final payment being withheld by the University.

## **What information do you have to supply?**

For each project, contractors and sub-contractors must submit:

- For each employee:
  - o Name
  - o Classification or classifications
  - o Hourly wages paid in each pay period
  - o The number of hours worked each day in the pay period
  - o The starting and ending times of each work day in the pay period
- A statement signed by the contractor or sub-contractor certifying that the records are true and accurate; that the hourly wage paid each worker is not less than the general prevailing wage rate; and that the contractor is aware that knowingly filing a false certified payroll is a misdemeanor crime.

**The University does not mandate that the information be provided in a certain way. The contractor must provide all the information required and must attach the University's cover sheet to each submittal.**

**You do not have to submit a certified payroll for all of your employees.** You must submit a certified payroll only for employees working on a University public works project. Existing state law defines these employees as: "Only such laborers, workers and mechanics as are directly employed by contractors or subcontractors in actual construction work on the site of the building or construction job, and laborers, workers and mechanics engaged in the transportation of materials and equipment to or from the site, but not including the transportation by sellers and suppliers or the manufacture or processing of materials or equipment, in the execution of any contract or contracts for public works shall be deemed to be employed upon public works."

**You do not have to submit the certified payrolls of your suppliers or their sub-contractors.** The legal definition of public works employees excludes the employees and subcontractors of suppliers and the manufacturers or processors of materials and equipment.

**Do sub-contractors submit their reports separately, or do prime contractors have to collect and submit the reports of all their sub-contractors?** It is the responsibility of each firm to submit certified payrolls every month. Prime contractors are not responsible for the submissions of sub-contractors. Prime contractors *may* collect certified payroll reports from their sub-contractors and submit them as one package if they so choose. These decisions should be made cooperatively by each prime contractor and sub-contractor.

**Failing to submit a certified payroll** or knowingly filing a false payroll is a Class B misdemeanor, punishable by up to six months in jail. A general contractor is not liable for false information supplied by a sub-contractor unless he knowingly submits a false certified payroll submitted by a sub-contractor.

Under the law, the University will retain these certified payroll records for three years. Most of the information is considered public record and will be available through the Freedom of Information Act. An employee's address, telephone number and social security number will not be released by the University.

The law was signed and became effective on August 10, 2005.

This requirement was the subject of House Bill 188, which was approved by the General Assembly in May, 2005. The bill amends Chapter 820 of the Illinois Compiled Statutes, Section 130/5. The law can be found on-line by visiting [www.ilga.gov](http://www.ilga.gov) and going to the "bill search" page.



You may use this Bidder Application Form in two ways:

- Enter your information online. Print the form, sign it, and mail to the appropriate university.
- Print the form, enter your information, sign it, and mail it to the appropriate university.

## Bidder Application Form

### Illinois Public Higher Education (IPHE)

This requested information is required to accomplish the statutory purpose of the Illinois Procurement Code [30 ILCS 500].

*Instructions: Please type or print. You must respond to all questions, sign the form, and submit it to the appropriate university. If your answer is "same," "not applicable," or "none," please write this to indicate no questions have been overlooked. It is your responsibility to notify the issuing university if the information in this application changes.*

Today's date: \_\_\_\_\_ This application is:    Initial application    Revision of previously submitted application

Submit this completed form to the university closest to you or the university with whom you intend to do the most business. Check that university below:

Director of Purchases Chicago State University 9501 King Drive Chicago, IL 60628-1598  Director of Purchases Eastern Illinois University Room 113 Old Main Charleston, IL 61920-3099  Purchasing Office Governors State University University Park, IL 60466-0975  Director of Purchases 1220 Illinois State University Normal, IL 61790-1220  Director of Purchasing Purchasing Department Northeastern Illinois University 5500 North St. Louis Avenue Chicago, IL 60625-4699	Director of Procurement Services Northern Illinois University Lowden Hall, Room 107 DeKalb, IL 60115  Director of Purchasing Southern Illinois University Bldg 108 - Miles Hall Carbondale, IL 62901-6813  Director of Purchasing Southern Illinois University Box 1012 Edwardsville, IL 62026-1012  Director of Procurement Services SIU Medical School P.O. Box 19605 Springfield, IL 62794-9605	Director of Purchases University of Illinois at Chicago Room 312 - M.A.B. (MC-560) 809 South Marshfield Avenue Chicago, IL 60612-7203  Purchasing Office University of Illinois at Springfield One University Plaza MS BSB 106 Springfield, IL 62703-5407  Director of Purchases University of Illinois at Urbana- Champaign Purchasing Division 616 E. Green, Suite 212 Champaign, IL 61820-5752  Director of Purchases Western Illinois University One University Circle Room 227 Sherman Hall Macomb, IL 61455-1390
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If you wish to be included on the bid list for other universities, copy this form and submit it to the other universities.

1. Legal name/address to which solicitations are to be mailed:	2. Address to which purchase orders are to be mailed, if different:
3. Address to which payment is to be mailed, if different:	4. Contact person:  Phone number: 800 number: FAX number: E-mail:
5. If a division of a corporation, show name and address of parent company:   State of incorporation:	6. Years in business   U.S. owned business:    Yes    No

7. Legal and tax status – I certify, under penalty of perjury, that I/we do business as a (check one only):

- |  |  |
|--|--|
| Individual<br>Sole Proprietorship<br>Partnership<br>Corporation<br>Not-for-Profit Corporation<br>Medical Health Care Services Provider Corp. | Real Estate Agent<br>Government Entity<br>Tax Exempt Organization (IRC 501 (a) only)<br>Trust or Estate<br>Limited Liability Corporation |
|--|--|

8. Enter your Taxpayer Identification Number (use Social Security Number if individual or sole proprietorship):

FEIN:

SSN:

9. **Enter your Illinois Department of Human Rights (IDHR) number.** Failure to do so will delay the processing of your application. If your IDHR number is 89999-00-0 or lower, you must re-register with the Illinois Department of Human Rights.

IDHR Contractor Registration Number:

Exempt

If you employ 15 or more individuals and wish to bid on State of Illinois contracts, IDHR requires that you file an Employers Report Form - Form PC-1 before bid opening. You may obtain a PC-1 form through IDHR at (312) 814-2431, TDD (312) 263-1579, or [www.state.il.us/cms/purchase/download](http://www.state.il.us/cms/purchase/download). All persons (or firms) employing 14 or fewer individuals at all times during the past 365 days are exempt from the IDHR requirement and should check the "Exempt" box above.

10. Is your firm authorized to do business in the State of Illinois, as well as locally, with all necessary business licenses?

Yes      No      If no, please explain

11. Net worth of business:

12. Bank reference - name and address:

13. Total sales and receipts (include amounts for all affiliated businesses) for most recent fiscal year:

**14. Special Programs – Complete all of 14 (A – D).**

The public higher education institutions of Illinois have various special programs that may be available to your company. Please check each category which applies, and complete the requested information. You may be requested to complete a more detailed form and provide additional documentation in order to ensure eligibility.

**(A) Small business.** See 30 ILCS 500/45-45. To participate as a small business you must qualify under the following definition and criteria:

"Small business" means a business that is independently owned and operated and is not dominant in its field of operation (that is, it does not exercise a controlling or major influence in a kind of activity in which a number of business concerns are primarily engaged). To compute your size status, include your (and your affiliates') annual sales and receipts, subject to the following limitations:

**Wholesale business** – annual sales for the most recently completed fiscal year cannot exceed \$7,500,000

Submit a copy of the latest year's Federal and State income tax return page(s) showing total annual gross sales for the company and an Illinois address. If both a wholesaler and retailer, the combined wholesale and retail annual sales for the latest year of tax filing shall not exceed \$9 million. The retail component shall not exceed \$1.5 million and the wholesale component shall not exceed \$7.5 million. Businesses desiring to qualify under the combined status must also submit a notarized statement delineating the retail and wholesale dollar components.

**Retail business or business selling services** – annual sales and receipts cannot exceed \$1,500,000

Submit a copy of the latest year's Federal and State income tax return page(s) showing total annual gross sales for the company and an Illinois address. If both a wholesaler and retailer, the combined wholesale and retail annual sales for the latest year of tax filing shall not exceed \$9 million. The retail component shall not exceed \$1.5 million and the wholesale component shall not exceed \$7.5 million. Businesses desiring to qualify under the combined status must also submit a notarized statement delineating the retail and wholesale dollar components.

**Manufacturing business** – cannot employ more than 250 persons

Submit a copy of the latest year's Federal or State income tax return page(s) showing an Illinois address and the latest year's form IL-W-3 (Illinois Annual Withholding Income Tax Return) showing the number of Forms W-2, W-2G, and 1099-R issued (denotes number of employees at the company). If a manufacturing business has been in existence for less than a full fiscal year, its average employment shall be calculated for the period through one month prior to the bid or proposal due date. In such cases, a notarized statement to that effect and proof of when the business came into existence shall be submitted.

**Construction business** – annual sales and receipts cannot exceed \$10,000,000

Submit a copy of the latest year's Federal and State income tax return page(s) showing total annual gross sales for the company and an Illinois address.

**(B) Minority, Female, Person with Disability.** See 30 ILCS 575. To participate in this you must qualify under the following criteria and be certified by one of the following:

- DCMS (Department of Central Management Services) Business Enterprise Program
- CMBDC (Chicago Minority Business Development Council)
- IDOT (Illinois Department of Transportation)
- WBDC (Women's Business Development Center)

The business must be at least 51% owned and controlled by one or more individuals who are minority, female, or a person with disabilities. A business owned and controlled at least 51% by any combination of minorities, females, and persons with disabilities should be checked as a business owned and controlled by the eligible group that has the largest percentage of ownership. If this block is checked, also check each of the following which are applicable:

- |   |                         |
|---|-------------------------|
| African American  | Female                  |
| Hispanic  | Native American/Alaskan |
| Person with disability (must be severe mental or physical disabilities which substantially limit major life activities) | Asian American          |

**(C) Not-for-profit, U.S. tax exempt agency for the disabled.** You must qualify under Section 501 of the Internal Revenue Code. See 30 ILCS 575/2A4.1.

**(D) State use – Not-for-profit agency for the severely handicapped.** Must meet requirements of U.S. Department of Labor and the Illinois Department of Rehabilitation Services. See 30 ILCS 500/45-35.

15. In compliance with the Illinois Procurement Code, state the name of each person or company having a beneficial interest of more than 7½% in the bidding enterprise and each person or company, who, together with spouse or minor children, has a beneficial interest of more than 15% in the bidding enterprise (attach additional sheets if necessary):

Name and Address	Percent Owned	Voting Percentage
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If applicant is a corporation, please complete both columns:

Names of Corporate Officers	Names of Corporate Directors
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16. List equipment, supplies, and/or services you can provide. Include brand and manufacturer names or other information that will help buyers to categorize your capabilities. (Additional items may be submitted on an attached sheet.) If the issuing university has provided a separate listing of equipment, supplies, and/or services, provide requested information and return it with this form. If the services available from your firm include professional and/or artistic services (see Item #17 for listing), and you wish to be pre-qualified so you can receive direct notification of opportunities, complete Items #17-24 of this application.



**Fill out this section to pre-qualify as a provider of  
Professional and Artistic Services**

If you do not offer such services, or do not wish to pre-qualify, proceed to Item #24.

**Completing this section does not guarantee that you will be pre-qualified. Being pre-qualified does not guarantee that you will be awarded a contract. You do not need to be pre-qualified to respond to a solicitation (Illinois Procurement Code [30 ILCS 500/35-15]).** Consult the universities' solicitations to determine specific qualification requirements for individual solicitations.

**Automatic notification** – Once you have been pre-qualified you will be entitled to receive an automatic notification of Procurement Bulletin solicitations for services for which you have pre-qualified if you have listed a FAX number and/or e-mail address as requested in Item #4.

**Do not use this section to pre-qualify for construction or construction-related professional services.** Contact the university with whom you wish to do business for information regarding specific requirements for these categories.

17. Please check the professional and artistic services for which you are requesting pre-qualification. For each service you check, provide the information requested in Items #17-23 of this application.

<p><b>Accounting</b> Accountant Auditor Billing Services Collection Services</p> <p><b>Artistic</b> Artist Art/Artifact Restoration Entertainer Musician Sculptor</p> <p><b>Clinical Psychology</b> Psychotherapist Psychiatrist</p> <p><b>Data Processing</b> Consultant Network Design Programmer Systems Analyst</p>	<p><b>Dentistry</b> Dentist Orthodontist Periodontist</p> <p><b>Environmental/Land</b> Cartographer Environmental Analyst Environmental Engineer Geologist Hydrologist Land Appraiser Land Use Planner Meteorologist Naturalist</p> <p><b>Law</b> Administrative Law Judge Arbitrator Attorney Court Reporting Hearing Officer Law Clerk Legal Services</p>	<p><b>Management/ Administrative Services</b> Actuary Banking Services Consultant Economist Executive Search Services Investment Services Training and Development</p> <p><b>Marketing And Media Services</b> Audio and Video Production Commercial Photographer Editor Graphic Designer Media Consultant Public Relations</p>	<p><b>Medicine</b> Audiologist Chiropractor Dietician Medical Transcriber Nurse Occupational Therapist Optometrist Orthopedist Pathologist Pharmacist Physical Therapist Physician Podiatrist Radiologist Surgeon Temporary Medical Staffing Veterinarian</p> <p><b>Science/Research</b> Archaeologist Biologist Botanist Chemist Educator Entomologist Historian Other</p>
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18. Licenses and/or professional registration – List names of each key person of the firm. If a requested service requires a licensed/registered practitioner, you may be required to provide a copy of such license/registration to the university before an award can be made or work begun.

Name	Capacity (Owner, Partner, Etc.)	Current Licenses/Registrations (Include Certificate # if Applicable)	License/Registration Exp. Date
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19. Work experience – List contracts for similar services that have been completed within the last five years:

Project	Location	Type of Service	Total Amount of Contract	Start/Completion Dates	Name/Phone # of Owner or Other Reference
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20. Resume' of key personnel – Provide the requested information for key personnel who would be assigned to work on contracts awarded or who would, at a minimum, supervise such work.

Name and Title	Primary Responsibilities	Years Experience (This Firm/Other Firms)	Education (Institutions, Years, Degrees, Certificates)	Other Relevant Experience and/or Qualifications
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21. Judgments and claims – Are there any judgments, claims, or suits pending or outstanding against you or your organization that could affect the ability to complete any contract awarded?

Yes      No      If yes, please explain:

22. Receivership – Have you or your organization filed for bankruptcy, receivership, or reorganization within the last five years?

Yes      No      If yes, please provide details:

23. Statutory qualifications – Are you or your organization disqualified, ineligible, suspended, or otherwise barred from receiving solicitations and/or awards from any State of Illinois university or agency or any agency of the Federal Government?

Yes      No      If yes, please provide details:

**24. I understand that:**

Information provided in this application may be audited by any State university or verified by other means.

Provision of information in this application does not relieve me from providing the same or additional information as required in a response to a solicitation.

Submittal of this application does not guarantee pre-qualification. Pre-qualification will be given only if I meet all statutory or regulatory requirements, including any that may not be listed in this application.

I must update significant information changes within a reasonable amount of time. Significant changes include, but are not limited to: change of legal status, TIN, ownership, name, address, as well as loss of licensure or registration, filing of bankruptcy, or suspension or debarment by any Federal, state, or local governmental agency.

Failure to provide accurate and reliable information required by this form may, in accordance with any and all applicable laws, result in penalties including, but not limited to, suspension or debarment from doing business with any university and termination of contracts, and loss of profits in appropriate cases.

**Under penalty of perjury, I swear or affirm that:**

The information provided in this application is true and correct as of the time of signing.

I have not been barred from contracting with a unit of State or local government as a result of a violation of Section 33-E or 33E-4 of the Criminal Code of 1961.

I, along with other officers and employees, have not been convicted of bribery nor attempted bribery of an officer or employee of the State of Illinois, nor have made an admission of guilt of such conduct that is a matter of record.

I am an equal opportunity employer and in compliance with the equal opportunity requirements of applicable state and federal laws.

Signature: \_\_\_\_\_

Name (type or print):

Date:

Title:

GSU PROJECT NAME:  
GSU PURCHASE ORDER NUMBER:  
TRADE:  
BID NUMBER:

THIS CONTRACT, incorporating all contract documents is by and between \_\_\_\_\_ with primary address at \_\_\_\_\_, herein after called "Contractor" and Governors State University herein after called "GSU".

CONTRACTOR AND GSU, for the consideration stated herein, agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS. The Contract Documents consist of GSU's Standard Documents for Construction, the Project Manual, specifications and Drawings (including addenda), the Contractor's bid as accepted by GSU (including subcontract and workforce projections). Performance and Labor & Material Payment Bonds, specified insurance, Financial Interests Disclosures and Certifications, this Contract and approved Change Orders.

ARTICLE 2. SCOPE. The Contractor shall perform this Contract in strict accordance with the Contract Documents, specifications, and project manual for this contract.

ARTICLE 3. CONTRACT DURATION. Contractor shall commence work immediately upon receipt of Notice to Proceed (University Purchase Order) and shall complete all work in accord with the Contract within \_\_\_\_\_ calendar days, or timeframe approved by the university.

ARTICLE 4. CONTRACT TOTAL. GSU shall pay the Contractor for the performance of this Contract, subject to additions and deductions as provided in the Contract Documents, the amount of \_\_\_\_\_, DOLLARS (\$xxx,xxx.00).

ARTICLE 5. ALTERNATE BIDS, UNIT PRICES, & PRODUCT SUBSTITUTIONS. The following alternate bids, unit prices, and material substitutions have been accepted and are incorporated into the contract:

\_\_\_\_\_

ARTICLE 6. CERTIFICATIONS. As required by the referenced Illinois Compiled Statutes and certifications, the undersigned for the Contractor certifies that the Contractor agrees and complies with all certifications required by the bid specifications and the Standard Construction Documents.

ARTICLE 7. CHANGE ORDERS. Any change orders which impact the total cost of the project must be approved in advance by the university or its representative Architect/Engineer (A/E) and will require in a University Purchase Order as notice to proceed. Work may not proceed until all paperwork is submitted to the Procurement Office of GSU, including but not limited to: performance bonds (in the amount of 100% of the work), insurance as required and a fully executed contract.

ARTICLE 8. AUTHORITY TO SIGN. The individuals signing this contract are authorized to do so in the name of their respective parties.

IN WITNESS THEREOF, this Contract has been duly entered into by the parties on \_\_\_\_\_, 200\_. Under penalties of perjury, I certify that the following is our/my correct Federal Taxpayer Identification Number.

\_\_\_\_\_

CONTRACTOR

GOVERNORS STATE UNIVERSITY

\_\_\_\_\_

BY: \_\_\_\_\_  
Date

BY: \_\_\_\_\_  
Date

These Standard Documents for Construction (SDC) are incorporated into all bid specifications and contracts related to construction and construction related services of the physical plant on the campus of Governors State University (GSU).

**The contract, incorporated by reference, includes but is not limited to the following requirements:**

**00012 LICENSING**

**.1 General.** Contractor shall be responsible for compliance with all applicable contractor and trades person licensing with the appropriate State agency. This includes, but is not limited to:

- A. Roofing -IL Dept. of Professional Regulation;
- B. Plumbing - IL Dept. of Public Health;
- C. Asbestos Abatement - IL Dept. of Public Health;
- D. Well drilling - IL Dept. of Public Health;
- E. Underground Storage Tanks -Office of the State Fire Marshal;
- F. Private Sewage Disposal Contractor's License - IL Dept. of Public Health;
- G. Structural Pest Control Operators - IL Dept. of Public Health;
- H. Fire Equipment Distributor License - Office of the State Fire Marshal;
- I. Illinois Explosives Act - IL Dept. of Natural Resources, and
- J. Alarms - Dept. of Professional Regulation.

The Contractor shall submit copies of all licenses applicable to its work to the Architect/Engineer (A/E) or Governors State University (GSU).

**.2 Jurisdiction** This project will be governed in accordance with all applicable statutes of the State of Illinois, including, but not limited to the Illinois Procurement Code and the Higher Education Procurement Rules, as well as other statutes required for Universities in the State of Illinois.

**.3 Complete terms and conditions** The specifications, bid/proposal, project manual and contract are all complete and reflect the terms and conditions required by the university. If any conflict exists within the documents, the contract and specifications supersede all other directives. In the case that a clarification is requested, the university will reduce the clarification to writing and incorporate it into the contract file and the project file, once issued to the awarded contractor.

**00014 WORK WITH OWN STAFF**

**.1 General.** Contractor shall perform the work at the site employing not less than the following amount of its own forces. For the purposes of this Article, the work includes direct labor and supervision, as well as material purchases where the material is installed by the contractor.

- A. General contract work: 20%
- B. Each other separate contract, such as plumbing, heating, ventilation, and electrical: 40%

**.2 Subcontractors and Suppliers**

**A. General.** Except where otherwise specified, the Contractor may subcontract any part of the work. No work may be subcontracted to any contractor whose status as a contractor has been suspended by GSU or any other agency, board, or department of the State of Illinois at the time of the execution of the subcontract.

- B. Subcontract Obligations.** All work performed by a subcontractor or supplier of any tier shall be pursuant to an appropriate agreement between the Contractor and subcontractor or supplier and lower tier subcontractors and suppliers which specifically binds the subcontractor or supplier of any tier to the applicable terms and conditions of the GSU contract documents for the benefit of GSU. To comply with this requirement, subcontracts and purchase orders should state "terms and conditions of GSU's contract with the Contractor shall apply to this agreement, and are hereby incorporated by reference." The Contractor shall make all such contract documents available to subcontractor or supplier.

## **00031 OBTAINING AND RETURNING BIDDING DOCUMENTS**

- .1 Bidding Documents** include:
  - A. Standard Documents for Construction;
  - B. Invitation for bids and request for proposals;
  - C. Bid Forms (including, but not limited to: DHR, Disclosure of Financial interest form, and Bid Security.);
  - D. The Project Manual may include: Supplementary Conditions, List of Drawings, Schedules & Tables, Details, and Specifications;
  - E. Drawings; and
  - F. Addenda.
- .2 Standard Documents for Construction.** This document, the Standard Documents for Construction (SDC), is an essential and integral part of the bidding and contract documents. Unless specifically modified in the project manual, the terms and conditions herein shall be part of the contract and binding on the Contractor.
- .3 Invitations for Bids and Requests for Proposals.** Bidding documents may be obtained in accordance with the invitation for bids. The electronic version represents the official advertisement. Projects may also be advertised in newspapers and may be available at commercial plan rooms.

AVAILABILITY OF DOCUMENTS: All State Universities in Illinois publish their competitive Bid/RFP and other procurement notices, as well as award information at:  
<http://www.procure.stateuniv.state.il.us>

Suppliers intending to respond to any posted requirements are encouraged to visit said site to insure that they have received a complete and current set of documents. Some notices may provide a downloadable copy of the pertinent procurement documents, as well as any amendments to those documents. Additionally, some notices may permit a supplier to submit a response to a posted requirement in an electronic format. Any supplier receiving a copy of procurement documents from a bid referral service and/or other third party is solely responsible for insuring that they have received all necessary procurement documentation, including amendments. Interested suppliers should note that the State Universities in Illinois do not charge any fees (except any required surety documents) to obtain a copy of or respond to documents posted for competitive solicitation. The issuing University is not responsible for insuring that all or any procurement documentation is received by a supplier who is not appropriately registered with the issuing University.

## **00100 INSTRUCTION TO BIDDERS**

### **00130 PRE-BID CONFERENCES**

- A. Notice.** GSU may schedule a pre-bid meeting prior to bid opening. Notice of the meeting will appear in the invitation for bidding, or request for proposals.

Attendance at pre-bid meeting may be mandatory when specified in the project manual and included in the official invitation for bid on the electronic bulletin. Refer to Para. 00420.2A.9.

- B. Site Examination at Conference.** Certain project locations may have restricted access for pre-bid examinations. It shall be each bidders' responsibility to attend the pre-bid conference to examine the site and arrange for any subsequent examinations.

#### **00131 EXAMINATION OF BIDDING DOCUMENTS AND SITE**

- .1 Duty to Examine and Inspect.** Bidders shall carefully examine the bidding documents and perform a reasonable inspection of the project site to obtain first-hand knowledge of existing conditions. Each bidder shall promptly report, in writing, any errors or inconsistencies that they detect in the bidding documents to the A/E prior to bid. By submitting their bid, each bidder represents that they have examined the bidding documents and inspected the site, that they understand the provisions of the bidding documents, and that they have familiarized themselves with the local conditions under which the work is to be performed. Bidders will not be given extra payment or contract time for conditions which could have been discovered by such examinations.
- .2 De Facto Sole Source Specifications.** When it is discovered that a specification that is not clearly identified as a bona fide sole source requirement either (1) lists more than one acceptable manufacturer, but in fact only one can meet the specification, or (2) is a performance specification so closely tailored to one manufacturer's product that no other can fully meet the requirements, a de facto sole source has occurred and must be reported immediately to the A/E. (See para. 307.2)

#### **00200 ADDENDA**

- .1 Changes.** All changes in or interpretations of the bidding documents prior to the bid opening will be made by written addenda issued by the Procurement Officer of GSU to each recipient of the bidding documents recorded by the GSU Procurement Office or the IPHEC electronic bulletin, dependent upon initial distribution. The GSU Procurement Office shall ensure all addenda will be received no later than two (2) business days prior to bid opening.
- .2 Acknowledgment.** Failure to acknowledge an addendum may result in bid rejection. Refer to Article 00420.2B2.
  - A. Contractor Requests.** The University will consider written requests by prospective bidders to amend the bidding documents. Such requests must be received at five (5) calendar days prior to bid opening date and include complete description of the desired change including any technical data and references for evaluation. GSU will include the modification by addendum if a request is approved. This paragraph does not modify the bidder's duty to report under Para. 00131.1 and 00307.2.
  - B.** All requests, questions, etc must be submitted to the University Procurement Office via facsimile 708.235.3970.

## 00300 BIDDING

### 00301 BID FORM PREPARATION

**.1 Bid Form.** Bids shall be submitted on GSU's bid forms. The bidder shall not make changes in the standard bid forms provided by GSU. The bidder shall fill in all relevant blank spaces including alternate bids and unit prices in ink or typewriter, not in pencil. Refer to Para. 00420.2A5 and Para. 00420.2A7.

**.2 Price Determination.** If the amount of the bid is unclear, the bid price will be determined by the following:

- A. When words and figures are not identical in form or amount; the amount shown in words will govern where such words are not ambiguous.
- B. When words and figures are not identical in form or amount and the words are ambiguous; the figures will govern.
- C. When the intention and meaning are not clear; omissions or misspelling of words will not render the words ambiguous.
- D. When both figures and words are ambiguous; the bid price will be considered indeterminate. Refer to Para. 00420.2A6.

**.3 Conditions or Qualifying Statements.** By submitting a bid, the Contractor agrees to accept all of GSU's contract terms. Submittal of conditions or qualifying statements contrary to GSU's contract terms are not acceptable and unless rescinded, the bid shall be rejected. Qualifying statements that would modify the work should be avoided by gaining written approval by GSU prior to bidding (Para. 00200.2; 00200.3 and Para 00307.1) or by proposing a product substitution, (Article 00307). This paragraph does not apply to product substitutions submitted in accordance with Article 00307.

- A. Delivery. Bidders shall be responsible for the delivery of bids during regular business hours to GSU's Procurement office: Governors State University, Purchasing Office - Bid Department, One University Parkway, University Park, IL 60466. It shall not be sufficient to show that the bid/proposal was mailed in time to be received before the scheduled closing time for receipt of proposals. Receipt to the dock may delay official receipt in the Purchasing office.

**The University will NOT accept proposals transmitted by FAX machine.**

- B. The bid envelope shall be properly identified on the outside of the sealed envelope for the project and contract or trade being bid. Refer to Para.00420.2A3. GSU recommends that the envelope be marked as follows: "BID FOR: (GSU project Number, Project Title, and contractor or trade being bid)."
- C. It is also recommended that the envelope indicate the name and address of the bidder in the upper left-hand corner. It should be addressed for direct delivery to the designated GSU bid receiving office. Bidders delivering bids in person shall have their bids date and time stamped at GSU's reception desk prior to the bid opening. Bidders should not address bid envelopes to the GSU Project Manager.
- D. **NO BID.** To submit a "no bid" to the university, the contractor must state their reason(s) in writing, via facsimile, prior to the bid opening to 708-235-3970.

**.6 Change and withdrawal.**

- A. **Modifications.** Changes or withdrawal of bids shall be submitted sealed, in writing, and



must be received by GSU at its bid receiving office before the time stated for the bid opening. The sealed package is to be labeled as all other documents and be titled "revision of bid enclosed".

- B. **Request for Withdrawal After Bid Opening.** If a bidder requests a withdrawal of the bid, the bidder must establish, clearly and convincingly, that the bid was founded on a credible error or omission. GSU shall review the evidence provided and make a determination. If GSU finds that the evidence of the mistake is not credible, the request will be denied and the bid will stand. The request may be granted if evidence of the mistake is credible. Excessive requests for withdrawal may result in sanctions being imposed, including default of the bid security. Other sanctions may include denial of bidding privileges, revocation of responsibility determination, or other appropriate actions.

### 00302 ALTERNATE BIDS

- .1 **Requirement.** Bidders shall fill in each alternate bid with a bid price where alternate bids are included in the bid form. A zero shall be filled in if the alternate bid is zero. "No change," "No charge," (or N/C) and "Not applicable" (or N/A) shall be equivalent to a zero bid. Refer to Article 00420.2A5.
- .2 **No Division of Awards.** There may not be a division of awards between base bid and accepted alternate bids.

### 00303 UNIT PRICE ITEMS

- .1 **Definition.** A unit price is a fixed price for a specified unit of work. .
- .2 **Component of the base bid.**
- A. The unit price work may be a component of the base bid. The bidder shall multiply the unit bid price times the specified quantity and enter the extension, in figures, in the column provided in the bid form. In case of a conflict between the unit price and the extension, the unit bid price shall govern and the base bid will be corrected.
  - B. The acceptance of base bid unit prices shall be a condition of contract award. Bids will be rejected if the unit prices are not acceptable.
  - C. Quantities specified in the bid form, although approximate, are included in the base or alternate bids. Payment to the Contractor will be made only for the actual work performed and accepted or materials furnished in accord with the contract. GSU may at any time, without invalidating the contract, increase, decrease, or omit any of the unit price items in accord with specified change order procedures.
  - D. Increased quantities will be paid for at the accepted unit bid price by change order.
  - E. No payment will be made for any anticipated change in profit resulting from a change in the specified SDC Revised October 1, 2006 Page 4 quantities.
- .3 **Separate Unit Prices.**
- A. Unit prices may be a separate component outside the base bid. In these cases the bidder shall provide all requested unit prices as a condition of the bid.
  - B. GSU reserves the right to accept or reject any or all unit prices. The award of the base bid is not conditional upon the acceptance of unit prices outside the base bid. GSU also reserves the

right to negotiate these unit prices prior to award.

- C. Unit prices not specifically incorporated into the contract shall not be binding upon GSU or the Contractor.
- D. GSU may request additive and deductive unit prices for the same item of work.

- .4 **Change Orders Required.** The acceptance of unit prices by GSU does not alter the change order process. The Contractor may not increase, decrease or omit work units without a properly executed change order.

Change orders require a revision submitted to the Procurement Office in advance, which if approved will result in a purchase order, or revision of a purchase order as “notice to proceed”.

#### 00306 BID SECURITY

- .1 **Submittal.** Bids shall be accompanied by a bid security in the form of a GSU bid bond, certified check, cashier's check or bank draft in the amount of 10% of the base bid.
- .2 **Bid Bond Form.** Bid bonds shall contain the original signature in ink of the Contractor, an officer of the surety including a notary statement authenticating signature and an appropriate power of attorney of the surety.
- .3 **Acceptability.** Bid bonds shall meet the requirements of SDC Para. 00607.2 through Para. 00607.8.
- .4 **Retention of Bid Security.** GSU will retain all bid bonds until a contract is fully executed with the awarded firm(s). Certified/cashier checks and bank drafts will be retained for all responsible and responsive bidders until the awarded Contractor has complied with all post award requirements.
- .5 **Default.** When, for any reason the bidder withdraws its bid within sixty (60) calendar days or any other specified period after the bid opening, or fails to comply with all post award requirements, such defaulting bidder and its surety shall pay to GSU all costs incurred by GSU for procuring the performance of the work including the difference between the dollar amount of the defaulting bidder's bid and the accepted bid if the accepted bid is higher. Such costs shall include, but not be limited to, the additional contract price paid for the work and additional costs for advertising and Architect/Engineer services. When such costs are less than the bid security, the defaulting bidder shall be entitled to the excess of its bid security. When the defaulting bidder is the sole bidder and, after an attempt to secure other bids by re-advertising none can be obtained, GSU shall be entitled to the full amount of the bid security as liquidated damages.

#### 00307 PRODUCT SUBSTITUTIONS

- .1 **Specified Materials and Equipment.** All bids shall be based on providing all products exactly as required by the bidding documents. Bidders may select only a named product and manufacturer. For products specified only by reference or performance standards, select any product which meets or exceeds the specified standards, by any manufacturer, subject to the A/E's and GSU's approval.
- .2 **Sole Source Material and Equipment.** GSU reserves the right to sole-source a supplier, manufacturer or subcontractor. This proprietary source will be clearly identified as the sole source in the project manual. Bidders shall include this item in their base or alternate bids. If the bidder identifies other items that are “de facto” proprietary by the nature of the specifications, the bidder is required to notify GSU and the A/E immediately upon discovery. (See 00131.1)

- .3 Substitutions.** A bidder may propose substitutions with a bid by completing the product substitution form included in the project manual, subject to the provisions stated thereon. GSU and the A/E will review the product substitutions proposed by the low bidder prior to award of contract. Accepted substitutions will be so stated in the contract. Substitutions not approved prior to the bid shall not be accepted if acceptance increases the amount of the contract.
- .4 GSU Rights.** GSU reserves the right to reject any proposed substitution.
- .5 Low Bid Proposal.** Only proposed substitutions of the lowest responsible bidder will be considered. Proposed substitutions shall not be a consideration in the determination of the lowest responsible bidder for award.
- .6 Review.** GSU and the A/E will review the product substitutions proposed by the low bidder and make a final determination.
- .7 Substitution by Change Order.** After notice of award, substitutions shall not be accepted if acceptance would require a change order increasing the amount of the contract, and purchase order. Work may not proceed until a written authorization from the Procurement Office allows for acceptance and funding of the change order. A change order may only be approved by written change order (from the GSU Procurement Office) under one of the following conditions:
- A. substitutions are required for compliance with final interpretations of code requirements or insurance regulations;
  - B. unavailability of specified products, through no fault of contractor;
  - C. Subsequent information discloses inability of a specified product to perform properly or to fit in designated space;
  - D. Manufacturer/fabricator refusal to certify or guarantee performance of a specified product as specified; or
  - E. When a substitution would be substantially in GSU's best interests.
- .8 Submittal Requirements.** When requested by GSU or the A/E, the Contractor shall submit complete data demonstrating compliance of the proposed substitution with contract documents:
- A. an itemized comparison of proposed substitution with product or method specified;
  - B. data relating to changes in construction schedule, coordination, and other affected contracts;
  - C. accurate cost data on proposed substitution in comparison with product or method specified; and
  - D. accepted substitutions will be so stated in the contract.
- .9 Representation.** In making a request for substitution, Contractor represents that:
- A. the proposed product is equal or superior to that specified;
  - B. it will provide an equal or superior guarantee for the substitution as was specified;
  - C. it will coordinate installation of accepted substitutions into work, making all changes for work to be complete; and
  - D. it will pay all additional costs and expenses for GSU, A/E, and other contractors affected.
- .10 Restrictions.** Substitutions will not be considered by shop drawing, informal request or when acceptance will require substantial revision of contract documents.

#### **00308 CERTIFICATIONS OF COMPLIANCE WITH APPLICABLE LAWS**

- .1 Bid Rigging/Rotating.** By submitting a bid the Contractor certifies that no owner, officer or

director is barred from contracting with any unit of state or local government as a result of violating the bid rigging or bid rotating provisions contained in 720 ILCS 5/33E-3 & 33E-4.

- .2 **Default on Educational Loan.** By submitting a bid the contractor certifies that no owner, officer or director is in default on an educational loan as provided in 5 ILCS 385/1-385/3.
- .3 **Bribery.** The Contractor states he or she has not been convicted of bribery or attempting to bribe an officer or employee of the state of Illinois, nor has the Contractor made an admission of guilt of such conduct which is a matter of record, nor has any official, officer, owner, agent or employee of the Contractor been so convicted or made such admission (30 ILCS 500/50-5).
- .4 **Warranty.** The Seller expressly warrants that all goods and services covered by this contract will conform to each and every specification, drawing, sample, demonstration, or other description, which is furnished, and that it will be fit and sufficient for the purpose intended and free from defects. This warranty will be for a term not less than one year from the date of acceptance by Governors State University unless otherwise stated herein.
- .5 **International Boycott.** The Contractor certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under the act.
- .6 **Drug Free Workplace Act.** The Contractor will comply with the requirements of the Drug Free Workplace Act if the contract is \$5,000 or more and the vendor has more than 24 employees at the time of entering into the contract (30 ILCS 580).
- .7 **Prevailing Wage.** Illinois state law requires all contractors and subcontractors working on University construction projects to submit certified payroll records to the University. The payroll records must include all workers employed by contractors on a University project. This requirement is pursuant to the Wages of Employees on Public Works Act (820 ILCS 130). See Appendix A.
- .8 **Procurement Regulations.** This transaction is subject to the Regulations Governing Procurement and Bidding at State Systems Universities in Illinois, adopted by the Board pursuant to the Illinois Revised Statutes and on file with the State of Illinois, Office of the Secretary of State, including but not limited to the Illinois Procurement Code Public Act 90-572 and the Higher Education Procurement Rules.
- .9 **Records.** The Contractor will comply with the record keeping requirements of the Illinois Procurement Code (30 ILCS 500/20-65) by keeping the records related to the contract for a minimum of three (3) years after the completion of the contract and available for review and audit by the Illinois Auditor General.
- .10 **Solicitation for Employment.** The Contractor shall notify GSU's Ethics Officer if it solicits or intends to solicit for employment any of GSU's employees during any part of the procurement process or during the term of the contract.
- .11 **Disclosures of Financial Interests and Potential Conflicts of Interests.** The Contractor will submit full disclosure as required by the Illinois Procurement Code (30 ILCS 500/50-35) on Disclosure Form A (entitled Disclosures, Financial Interests and Potential Conflicts of Interests) and Disclosure Form B (entitled Disclosures, Other Contract and Procurement Related Information) with the contractor's prequalification application. If awarded a contract, the contractor will submit full disclosure on Disclosure Form C, entitled Updated Disclosure Information. (See Para. 00501.2) Forms will be provided by GSU.

- .12 Delinquency.** The contractor certifies that it is not delinquent in the payment of any debt to the state, or if it is delinquent, it has entered into a deferred payment plan to payoff the debt, and that it acknowledges that GSU may declare this contract void if this certification is false (30 ILCS 210/5).
- .13 Contract Modification.** The contract may be amended or modified at any time by written agreement of the parties.
- .14 Toxic Substance Clause.** Awarded bidder is to identify any products, substance, etc., included within this bid specification which is considered to be a toxic substance under the Illinois Toxic Substances Act and to provide OSHA Form 20b Material Data Sheets (or the equivalent). All bidders further agree to properly label any product, substance, etc., so identified, in accordance with the Illinois Toxic Substance Act.
- .15 Subject to appropriations.** Section 20-60 (b) of the Code states “All contracts made or entered into are subject to termination and cancellation in any year for which the General Assembly fails to make an appropriation to make payments under the terms of the contract.”
- .16 Year 2000 Compliance:.** Bidder must guarantee and warrant that the equipment being used/proposed with regard to this project or service is Year 2000 compliant and will be able to accurately process date/time data (including but not limited to calculating, comparing and sequencing) from, into and between the twentieth and twenty-first centuries, and year 1999, 2000 and beyond.
- .17 Conflict of Interest.** The Contractor affirms that, to the best of its knowledge, there exists no actual or potential conflict between the Contractor’s family, business or financial interests and its services under this contract; and, in the event of change in either its private interests or services under this contract, the Contractor will raise with the University any questions regarding possible conflict of interest which may arise as a result of such change.
- .18** With respect to the requirement that a construction contract bidder must participate in apprenticeship programs in order to be considered a responsible bidder, exempts bidders and subcontractors that employ a workforce for which an apprenticeship program has not been developed by the U.S. Department of Labor.
- .19 FOIA.** All FOIA requests must be submitted in writing and faxed to the Procurement Department at 708-235-3970. Requests should be addressed to Governors State University Legal Counsel and must include the following:
- Bid Name and Number
  - Bid Award Date
  - Your Complete Contact Information, Including Mailing and E-mail Addresses, Phone and Fax Numbers
  - Exact Documents You Are Requesting

#### **00309 SIGNING BID SUBMITTAL**

- .1 Signatures.** Original signatures on bid form and bid security are required. Facsimiles, rubber stamped or photo copied signatures are unacceptable.
- .2 Authorized Person.** All bid documents shall be signed by a person authorized to bind the business entity to a contract. The legal name of the business entity (sole proprietorship, a corporation, partnership, joint venture, etc.) shall be stated. The name and title of the individual signing the documents shall be typed or printed below their signature.

- A. The owner shall sign for a sole proprietorship.
- B. Corporations shall state the complete corporate name on the documents. The documents shall be signed by the president or vice-president, and the signature attested to by the corporate secretary, unless the corporation has, by written notice to GSU, authorized representatives to sign the documents.
- C. One of the authorized partners shall sign for a partnership, limited partnership or joint venture.
- D. Individuals doing business under an assumed name shall sign in the name of the individual, "doing business as . . ." (d/b/a).

**.3 Surety Agreement.** The bidder represents that a surety company has agreed to issue bonds required by the contract documents for the work if the bid is accepted by GSU.

**00400 BID OPENING AND AWARD**

**00410 BID OPENING**

**.1 Public Opening.** At the time and address stated in the invitations for bids, all bids will be publicly opened, and read aloud. Noted errors, omissions and defects may be announced. All bids received after that time will be returned unopened to the bidder. No further information is available during the evaluation period: after the public opening through the time of award.

**.2 Bidder Agreements.** The bidder agrees to:

- A. Hold the bid open for ninety (90) calendar days after the bid opening or for another stated period as indicated in Section 01010 of the project manual. By mutual agreement in writing, the bid may be held open for an additional period of time.
- B. Enter into and execute a contract with GSU if awarded based on the bid.

**.3 Informational Only.** The public opening and reading of bids are for informational purposes only and are not to be construed as acceptance or rejection of any of the bids submitted.

**00420 ACCEPTANCE AND REJECTION OF BIDS**

**.1 GSU's Rights.** Whenever in its opinion it is in the best interest of either the state or GSU, GSU reserves the right to:

- A. accept any bid;
- B. reject any or all bids;
- C. waive technical deficiencies and irregularities;
- D. allow bidder to remedy technical deficiencies or irregularities within a stated time;
- E. rescind any notice of award if GSU determines the notice of award was issued in error;
- F. rescind any notice of award when it is in the best interest of the state; and
- G. rebid any contract.

**2. Bid Rejection.**

- A. Bids will be rejected for the following material deficiencies:
  - 1. failure to be prequalified with CDB no later than the close of business the day before the bid opening (Para.00011) or being determined non-responsible after bid opening (if required);
  - 2. submission of a bid late (Para 00410.1);
  - 3. submission of a bid in a manner that reveals the bid price prior to the bid opening (example: by fax) (Para. 00301.4 and Para. 00301.5);
  - 4. use of a bid envelope, which is received by GSU unsealed, or marked in a manner that does not reasonably identify the project and/or contract for which it is intended (Para. 00301.4);
  - 5. omission of a base bid price, alternate bid price or unit price (Para. 00301.1);

6. submission of a bid price that cannot be determined;
  7. deletion of original signatures to the extent that an intent to be bound by the bid is not apparent;
  8. when GSU does not accept the unit price(s), when those prices are an integral part of the base bid, all bids for that contract will be rejected;
  9. failure to attend any mandatory pre-bid meeting (if applicable);
  10. bids not in substantial conformance with the bidding documents and whose non-conformance is determined to be material and unresponsive;
  11. submission of a bid security in a form other than a bid bond, certified check, cashier's check or bank draft (Para. 00306.1).
- B. GSU at its sole discretion and without conferring any rights on any bidder may waive bid technical deficiencies or irregularities that are not in conformance with the bidding documents but whose nonconformance is non-material or minor.
- C. Submittal of conditions or qualifying statements contrary to GSU's contract terms are not acceptable and unless rescinded, the bid shall be rejected.

#### **00430 AWARD**

**.1 Determination.** The contract will be awarded to the lowest responsible & responsive bidder whose bid produces:

- A. The lowest combination of base bid and accepted alternate bids at the time of award.
- B. GSU may bid individual contracts or an aggregate of the individual contracts. This type of bidding involves multiple buildings at one site or multiple sites. Bids may be taken for each building (individual contracts) plus a bid for all buildings (an aggregate contract). In those cases the determination of the lowest and responsive bidder will be based on:
  1. the total of the lowest individual base bids and accepted alternate bids, or the lowest SDC Revised October 1, 2006 Page 9 aggregate bid plus accepted alternate bids; or
  2. in the event the total of the lowest individual bids is identical to the lowest aggregate bid, the award will be made to the aggregate bidder.

**.2 Post Award.** The issuance of a Notice of Award is based upon the expectation of the Contractor's timely compliance with all post award requirements. No work may begin until an executed contract, and a university signed purchase order has been issued to the awarded contractor.

**.3 Award of Contract.** In awarding the contract, Governors State University will take into consideration, among other things, the experience, responsibility, financial standing, and reputation of each Bidder. The board reserves the right to make such investigation as it deems necessary to determine the qualification of each bidder. Each bidder shall furnish all such information and data for this purpose as Governors State University may request. Governors State University reserves the right to reject any bid if investigation of such bidder fails to satisfy the Board that the bidder is properly qualified to carry out the obligations of the contract.

The University makes every attempt to award orders on an overall low bid basis. However the right is reserved to award the bid as a total bid award, or by section. If a split award is not acceptable to a bidder, it must be so stated in the bid submitted. The University also reserves the right to increase, decrease or delete items at the quoted price in order to remain within the project budget.

**.4 Contract and Renewal.** The price(s) of each bid must be kept firm for a minimum period of ninety (90) days. If applicable, this contract may be renewed for two additional renewals of 1 year each, at the discretion of the University. If renewed, pricing is to remain firm for the duration of the contract. Any price increases during the renewal of a contract must be reduced to

writing and approved by both parties as acceptable, based on the initial bid submission and contract specifications.

## **00500 POST AWARD REQUIREMENTS**

### **00501 GENERAL REQUIREMENTS**

- .1 Contractor's Duty to Comply.** The Contractor may not proceed with the work until the following post award requirements are met. These requirements are part of the contract and failure to comply with these requirements shall constitute a breach of the contract. Any delay to the project due to the Contractor's failure to comply in a timely manner shall be the responsibility of the Contractor. GSU shall issue authorization to proceed, in the form of a university issued purchase order upon successful completion of these post award requirements.

In addition, once submittals are received and an purchase order is issued, an award notice will be posted on the Electronic Bulletin for IPHEC (Illinois Public Higher Education Cooperative).

- .2 Submittals.** Within thirty (30) calendar days from the date of the notice of award letter, the Contractor shall furnish, on GSU forms, the following, if required in the project manual:
- A. Contract executed by the Contractor;
- B. Performance Bond;
- C. Labor and Material Payment Bond;
- D. Certificates of Insurance;
- E. Builder's Risk Insurance Policy (if applicable);
- F. Disclosure Forms.

The university reserves the right to request that these submittals be expedited as needed to meet project schedules and deadlines.

- .3 Cancellation of Award.** All post award requirements are mandatory. Noncompliance shall be cause for GSU to cancel the notice of award and make a claim against the bid security.
- .4 Post Award Extensions.** GSU may extend the time limitations for good cause. No extension shall operate as a waiver of post award requirements, nor shall it extend the contract completion date.
- .5 Delays.** Any delays to the commencement of the work due to the Contractor's failure to meet the post award requirements shall be the responsibility of the Contractor. Contractor shall be responsible for the costs of any such delays.

## **00600 BONDS AND INSURANCE**

### **00605 BONDS AND INSURANCE GENERAL REQUIREMENTS**

- .1 Bonds and Insurance Requirements.** The Contractor shall submit and keep in force bonds and insurance as specified herein unless modified in the project manual.
- .2 Contractor's Duty to Maintain Bonds and Insurance.** The Contractor shall have the duty to confirm that the terms of all bonds and insurance comply with the bidding documents including the SDC. No action or failure to act on the part of GSU shall constitute a waiver of any requirement.
- .3 Failure to Maintain.** If GSU determines at any time that bonds or insurance do not meet the requirements, this shall constitute a material breach of the contract. GSU shall provide prompt



notice to the Contractor and in its sole discretion may take any one or more of the following measures to protect itself and the public from the effect of the Contractor's breach.

- A. Order the Contractor to cease all operations at the site, except security and safety services, until the proper bonds and insurance shall be procured and made fully effective. The cost of any such interruption of the work, and any delays resulting there from, shall be borne by the Contractor and his surety, and may be paid out of contract funds in the hands of the GSU which are due, or to become due, to the Contractor. Damage claims of subcontractor, material suppliers and the Using Agency, as well as the claims of the GSU as recognized in the sole discretion of the GSU, shall be included in the costs contemplated in this Article.
- B. In the event the Contractor's insurance shall not comply with the contract requirements, lapse or be canceled for any reason during the course of the work, GSU may, in its sole discretion, declare the Contractor to be in default and tender completion to the surety pursuant to the termination procedures set forth herein.
- C. In the exercise of any of its rights as declared in Para. 00605.A through 00605.B inclusive, GSU does not waive any of its other rights provided in the contract documents.
- D. Should it become necessary to make a claim on the Contractor's insurance policies and it is discovered that the insurance policies do not meet the GSU insurance requirements set forth in the contract documents, the Contractor and surety shall be liable for all claims to the extent they would have been covered by the insurance policies had they been in compliance with GSU requirements.

#### **00607 BONDS, GENERAL**

- .1 **Requirements.** The Contractor shall furnish a performance bond and a labor and material payment bond covering the faithful performance of the contract and the payment of all obligations arising thereunder. Each bond shall be equal to one hundred percent of the contract, executed by a surety acceptable to GSU.
- .2 **Sole Discretion.** GSU shall exercise sole discretion to determine acceptability of bonds.
- .3 **Takeover or Completing Contractor.** GSU shall require bonds as may be appropriate.
- .4 **Signatures.** Bonds shall contain original signatures in ink of the Contractor, an officer of the surety including
  - a notary statement authenticating signature and appropriate power of attorney of the surety.
- .5 **Rights to Bonds.** No right of actions shall accrue on the performance bonds to or for the use of any person or corporation other than the GSU.

#### **00650 INSURANCE, GENERAL**

- .1 **Sole Discretion.** GSU shall exercise sole discretion to determine acceptability of insurance.
- .2 **Acceptability of Insurance Companies.** Insurance that conforms to Article 00650.7, 00655, and 00656 is acceptable when issued by an insurance company that meets all of the following standards:
  - A. has a current Best's rating of any level of "B" or better; and has a current Best's financial class of "V" or higher;
  - B. is duly licensed in the state of Illinois by the Illinois Department of Insurance, and does

not have an unacceptable record of improper conduct or financial problems with the Illinois Department of Insurance;

- C. does not have a history of unacceptable performance related to GSU claims;
- D. is covered by the Insurance Guaranty Fund; and
- E. neither the firm nor any of its officers or owners shall have been convicted of a felony unless more than one year has passed since the completion of the felony sentence. The firm is not disqualified from bidding on public works projects by reason of any consent decree or order imposing sanctions upon the company arising out of a civil or criminal action brought against the firm or any of its officers or owners.

**.3 Cut-through Endorsements.** Policies with a 100% cut-through endorsement giving all claimants a direct right of recovery against a reinsurer that meets the criteria of Para. 00650.7 when the primary insurer fails or is unable to pay for any reason, shall be acceptable provided that a proper endorsement and reinsurance treaty is submitted.

**.4 Evidence of Insurance.**

A. Each Contractor shall file with GSU evidence of complete coverage of all insurance required by Para. 00650.7 and Article 00655 herein with the original signature of the insurance company's authorized agent. Fax copies will be accepted, provided GSU receives the original within five (5) calendar days. Acceptable evidence of insurance is:

- 1. a binder or certificate of insurance accompanied by endorsements as set out below in Para. 00650.6; or
- 2. the complete insurance policy, including all required endorsements.

B. Endorsements shall be required on each certificate or policy which include each of the following statements:

- 1. "The coverage and limits conform to the minimums required by Para. 00650.7 and Article 00655 of GSU's Standard Documents for Construction." Any exception or deviation shall be brought to the attention of GSU for a ruling on acceptability.
- 2. GSU project number and GSU contract number of the project covered by the policy.
- 3. The company agrees to timely provide complete copies of policies upon request by GSU.
- 4. The policy will not be canceled, changed or altered until at least ten (10) calendar days prior written notice has been given to the Contractor and GSU, unless the same is stated in a policy provision.
- 5. GSU is included as additional named insured for occurrences arising in whole or in part out of the work and operations performed. This endorsement does not apply to Workmen's Compensation Insurance policies.
- 6. All assigned contractors are included as additional named insured. This endorsement applies only to builders risk insurance.

C. The contract shall not be executed until acceptable evidence of coverage is on file with GSU. The Contractor shall at its own expense and delay, cease operations if the insurance required is terminated or reduced below the required amounts of coverage. GSU may stop payment to the Contractor if the insurance required is terminated or reduced below the required amounts of coverage. In no event shall any failure of GSU to receive policies or certificates or to demand receipt be construed as a waiver of the Contractor's obligation to obtain and keep in force the required insurance and to provide the required evidence of insurance.

- 1. **Reconstruction.** The prompt repair or reconstruction of the work as a result of an insured loss or damage shall be the Contractor's responsibility and shall be accomplished at no additional cost to GSU, the Using Agency or Architect/Engineer. The Contractor shall furnish proper assistance in the adjustment and settlement of all losses. Loss will be adjustable with and payable to the party purchasing the builder's

risk insurance, who shall be responsible for apportioning the loss proceeds to each and every entity involved in the loss to the extent of its interest.

2. Insurance shall remain in effect until final acceptance and at all times thereafter when the Contractor may be correcting, removing or replacing defective work or as otherwise adjusted by the GSU depending upon the circumstances of such correction, removal or replacement.

**Required Minimum Insurance Coverages**

**A. Comprehensive Automobile Liability:**

1. The policy shall cover owned, non owned, and hired vehicles.
  - a. \$1,000,000 Bodily Injury & Property Damage Liability Limit Each Occurrence

**B. Worker's Compensation:**

1. **Statutory Requirement.** Worker's compensation shall be provided in accordance with the provisions of the Illinois Worker's Compensation Act, as amended. Notwithstanding the rating and financial size categories stated in this Article, coverage may be provided by a group self-insurer authorized in Section 4(a) of the Act and approved pursuant to the rules of the Illinois Department of Insurance.
2. The Contractor may use a Self-Insured Plan for Worker's Compensation Insurance if the plan is approved by the state of Illinois. For approval, the Contractor shall obtain a certificate from the Illinois Industrial Commission, Office of Self-Insurance Administration, Springfield office.
3. Employers Liability
  - a. Each accident \$500,000
  - b. Disease-policy limit \$500,000
  - c. Disease-each employee \$500,000
4. The worker's compensation insurance carrier, or self insurance service agency where applicable shall certify that to the best of its knowledge, the Contractor has properly reported wage and workforce data and made premium payments in compliance with Illinois rates and worker classifications.

**C. Commercial General Liability.** Include coverage for premises and operations, broad form property damage, products completed operations, independent contractor's personal injury liability and contractual obligations. Coverage shall not be excluded because of the Contractor's negligence. A Response Action Contractor may provide the Commercial General Liability Insurance on a claims made form. Where the hazard exists, the Contractor shall purchase and maintain insurance to protect against claims due to explosion, collapse or underground damage.

1. The general aggregate limit shall be endorsed on a per project basis.
  - a. \$1,000,000 Bodily Injury Per Person
  - b. \$1,000,000 Bodily Injury Aggregate Limit.
  - c. \$ 500,000 Property Damage per Occurrence.
  - d. \$1,000,000 Property Damage Aggregate Limit.
  - e. \$1,000,000 Combined Single Limit Coverage for bodily injury and property damage per occurrence and in the same aggregate limit will be accepted in lieu of the separate limits specified above.

**D. Umbrella or Excess of Loss Coverage.** If the limits specified in Para. 00650.7A, 00650.7B3, and 00650.7C are not met, an Umbrella or Excess Liability policy of not less

than \$1,000,000 for any one SDC Revised October 1, 2006 Page 13 occurrence and subject to the same aggregate over the Comprehensive Automobile Liability, Employers Liability and Commercial/Comprehensive General Liability coverages, is acceptable.

## **00655 BUILDER'S RISK INSURANCE**

**.1 Designated Contractor.** Builder's Risk Insurance shall be purchased and maintained by the Contractor(s) designated in Section 01010 of the project manual.

A. The policy 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 100% of the total of the contract or 100% of the total sum of all contracts if there are assigned contracts.

B. Coverage shall include the following work and property:

1. The installed work of all contractors until substantial completion of the entire project.
2. Building materials and supplies, equipment, machinery and fixtures intended to become a permanent part of the project. Coverage shall include on the premises, at temporary storage locations and in transit. For additional information regarding stored materials, see herein.
3. Construction forms, scaffolding and temporary structures on the premises.
4. Drawings and specifications used to document as-constructed conditions.
5. Debris removal resulting from a covered peril.
6. Fire or collapse resulting from excluded perils.

C. 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 contract.

D. Perils excluded may only include:

1. earth movement, including earthquake, landslide or mud slide;
2. flood, sewer backup, and seepage;
3. dishonest acts of the insured or its employees;
4. trick or fraud;
5. mysterious disappearance;
6. inventory shortage;
7. corrosion, rust, rot, mold, wear and tear, except resulting unexcluded loss;
8. changes or extremes of temperature and humidity;
9. settling, cracking, shrinking, expanding of walls, ceilings, floors, foundations, etc.;
10. operation of building ordinances or laws;
11. loss of use or occupancy;
12. design error, except resulting damage;
13. war, rebellion, insurrection, radioactive contamination; and
14. pollution clean up, unless the release results from a covered peril.

**.2 GSU Rights.** GSU reserves the right to take over the policy or extend coverage after default, cancellation or termination of coverage for any reason.

**.3 Beneficial Occupancy.** The policy by its terms or endorsement shall specifically permit and allow for beneficial or partial occupancy prior to substantial completion of the project by GSU.

- .4 Waiver of Damages.** GSU, the Using Agency, the Architect/Engineer and each Contractor waive all rights each against the others for damages caused by fire or any other peril to the extent any loss or claim is covered by Builder's Risk Insurance or any other valid insurance applicable to the project except such rights as they may have to the proceeds of such insurance held by any of the insured as a result of loss. Each insured Contractor shall require similar waivers of subrogation from all subcontractors.

#### **00656 RESPONSE ACTION CONTRACTOR INDEMNIFICATION ACT**

- .1 Indemnification Act.** When specified in Section 01010 of the project manual, the state of Illinois will indemnify and defend the Contractor in accord with the Response Action Contractor Indemnification Act (415 ILCS 100/5 et.seq.) and subject to the conditions and limitations thereof.
- .2 Withholding.** Unless specified otherwise, indemnification will apply to the full amount of the contract. When specified in Section 01010 of the project manual, GSU may withhold 5% of each payment affecting response action work in accord with the Indemnification Act. When provided in Section 01010, GSU may indemnify only a portion of the contract, based upon the portion of the contract that involves Response Action work. In that case the bid documents will specify the amount of the indemnification fee. The bidder should include the specified fee in the bid. GSU will withhold 5% of each payment until the specified amount is withheld.

#### **000690 AUTHORIZATION TO PROCEED**

- .1 Commencement of Work.** GSU shall issue an Authorization to Proceed in the form of a University executed purchase order with the work upon receipt and acceptance of all post award requirements. The Contractor is not authorized to start work prior to issuance of an authorization to proceed.

#### **00700 GENERAL CONDITIONS OF THE CONTRACT**

##### **00701 DEFINITIONS**

**.1 Contract Documents** include:

- A. bidding documents (See 00031.1);
  - B. Contractor's bid forms as accepted by GSU
  - C. contract
  - D. retention trust agreement if applicable;
  - E. specified insurance; if applicable
  - F. performance bond; if applicable
  - G. labor & material payment bond; and if applicable
  - H. approved change orders.
- .2 Architect Engineer (A/E).** The (A/E) is the professional design firm that may prepare the contract documents under contract to GSU. GSU may use staff to prepare the contract documents for certain projects and will act as the A/E.
- .3 Contractor.** The Contractor is any individual, firm, partnership, corporation, joint venture or other entity who has entered into a prime construction contract with GSU.
- .4 Subcontractor and Suppliers.** A subcontractor is any individual, firm, partnership, corporation, other than the Contractor, who furnishes any goods or services of any kind under a subcontract entered into with GSU's prime contractors. This legal definition shall govern in general but various contract Articles herein shall distinguish between a subcontractor and a supplier. In those cases, a subcontractor is a business entity that has responsibility for a portion of the work that

includes on-site installation labor. Suppliers are business entities that furnish only goods produced off-site which will be incorporated into the work by others. The clause on change orders and others makes such a distinction.

- A. All subcontractors must be named in the bid/proposal submission for consideration by GSU;
- B. All subcontractors must have an estimated contract amount for their participation in the bid; and
- C. GSU may require MAFBE and BEP certification status of subcontractors (for reporting sake).

**.5 Fabricator.** A fabricator is a party that assembles specified material and equipment off-site for a non- standard manufactured product to be incorporated into the work.

**.6 Work.** The work comprises the complete construction required by the contract documents and includes all necessary labor to produce such construction and all materials and equipment incorporated or to be incorporated in such construction.

**.7 Change Order.** A change order is a written change in a contract term other than as specifically provided for in the contract which authorizes an addition, deletion or revision in the work or necessitates any increase or decrease in the cost of the contract or the time of completion. All changes which effect cost must be approved by the issuance of a new or modified purchase order by the Procurement Office of the university.

**.8 Provide.** Unless otherwise defined by the contract documents, provide means to furnish and install.

## **00705 CONTRACT DOCUMENTS**

**.1 Construction Documents.** The Contractor shall not perform any work without documents bearing a dated "Issued for Construction" stamp.

**.2 Contract Requirements.** The contract documents are complementary and what is required by any one shall be binding as if required by all. Drawings and specifications shall generally govern quality of materials and workmanship. Drawings shall generally govern dimensions, details and location of the work. It is not intended to mention every item of work in the project manual which can be adequately shown on the drawings nor to show on the drawings all items of work described or required by the project manual. When an item appears in either the project manual or the drawings, but not both, it shall not be considered to be an ambiguity or in consistency. In the event that an item in the project manual is inconsistent with the same item in drawings, the contractor shall provide whichever is the more stringent or the most favorable to GSU as determined by GSU or the State of Illinois. If it is not possible to make the determination, the project manual when provided, shall control over the drawings.

**.3 Interpretations and Clarification.** All requests for interpretation of the contract documents and clarification to facilitate proper execution of the work shall be directed in writing to the A/E, GSU, or its technical representative, will furnish interpretations and supplemental instructions by means of drawings or otherwise. All such interpretations and instructions which constitute changes shall promptly be brought to the attention of GSU.

**.4 Ownership of Drawings, Project Manuals and Models.** Drawings and project manuals are the property of GSU and may not be used on any other work or project whatsoever without the written consent of GSU.

## 00710 MISCELLANEOUS

- .1 **General.** All applicable local, federal and state laws and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout and they will be deemed to be included in the contract the same as though written therein in full.
- .2 **Governing Law.** This contract shall be governed by the laws of the state of Illinois.
- .3 **Severability of Clauses.** It is agreed that the illegality or invalidity of any term or clause of this contract shall not affect the validity of the remainder of this contract, and the contract shall remain in full force and effect as if such illegal or invalid term or clause were not contained herein.
- .4 **Waiver of Breach.** The waiver by either party of any breach of this contract shall not constitute a waiver as to any other breach.
- .5 **Written Notice.** Written notice shall be deemed to have been given on the date of the postmark if sent through the U.S. Postal Service or other mail service, and on the date of transmittal if sent by fax or Internet E-mail. Any notice shall be sent to the last known business address of the recipient. If the intended recipient does not actually receive the notice, upon notice of same the sender must send a duplicate to the intended recipient within 5 days. When not actually received, timely notice must be established by the sender through competent evidence such as U.S. Postal Service records of registration, certification or certificate; or a fax machine-printed confirmation of receipt. This paragraph does NOT apply to bid submittals.
- .6 **Obligations Survive.** The obligations or duties imposed upon the Contractor (including its subcontractors, suppliers, sureties, and insurers under the contract shall survive any termination or closeout of the contract.
- .7 **Successors and Assigns.** GSU and the Contractor each bind itself, its partners, successors and assigns and legal representatives to the other party hereto and the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the contract documents.
- .8 **Independent Contractor.** The Contractor is an independent contractor and in providing its services under this contract shall not represent to any third party that its authority is greater than that granted to it under the terms of the contract.
- .9 **Permits and Fees.** The Contractor is not responsible for any construction permits or inspection fees which might be assessed upon the owner by state or local government.
- .10 **Taxes.** Purchases of building materials for incorporation into the project are exempt from the Illinois Retailer's Occupation and Use Tax (sales tax). The bidder shall exclude such taxes in preparing their bid. The tax exempt number for the University is E9990-9847-04. GSU will notify Contractors of any change to this number. An exemption may also apply in regard to certain Federal excise taxes on materials and equipment used in connection with the project.
- .11 **Royalties and Patents.** The Contractor shall pay all royalties and license fees. The approval of any method of construction, invention, appliance, process, article, device, material or equipment of any kind by GSU or the A/E will only be an approval of its adequacy for the work and will not be an approval of the use thereof by the Contractor in violation of any patent or other rights of any third person. The Contractor shall indemnify GSU and the A/E against all suits and claims that may be based on an infringement of a patent.

## 00711 LEGAL REQUIREMENTS

**.1 General.** Each Contractor shall comply with all laws, rules and regulations and codes applicable to installation of the work. The Contractor is not responsible for the design of the work according to laws, rules, regulations and codes. Except where expressly required by applicable laws and regulations, neither GSU nor the A/E shall be responsible for monitoring the Contractor's compliance with any laws or regulations. When the Contractor observes conflicting regulatory requirements, it shall notify the A/E and GSU in writing immediately. If the Contractor performs any work knowing or having reason to know that the installation of the work is contrary to such laws, rules and regulations and fails to provide such notice, the Contractor shall pay all costs arising there from. The following are statutory requirements that may impact the project. The list is not exclusive. The Contractor shall comply with all local, state and federal requirements governing its work on the project and its contract. This Article lists some of those requirements that are unique to state projects.

### **.2 Steel Products Procurement Act.**

- A.** The Steel Products Procurement Act, 30 ILCS 565, requires that all contracts for the construction, reconstruction or improvement of public works contain a provision that steel products used or supplied by the contract or a subcontract thereto, shall be manufactured or produced in the United States. Steel products means "products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed or processed by a combination of two or more such operations, from steel made in the United States by open hearth, basic oxygen or electric furnaces."
- B.** The exceptions to the Act are:
1. where the expenditure is less than \$500;
  2. where the Directors of Procurement and/or Physical Plant of GSU certifies in writing that:
    - a. the specified product cannot be manufactured or produced in sufficient quantity to meet the project needs;
    - b. the specified product cannot be manufactured or produced in necessary time to meet the project needs; or
    - c. obtaining the product would increase the cost of the contract by more than 10%;
- C.** The Act provides that GSU may not authorize payment to any Contractor in violation of the Act.

### **.3 Prevailing Wages**

- A. Wages in Project Manual.** Pursuant to the Wages of Employees on Public Works Act (820 ILCS 130), the project manual includes the prevailing rate of wages for the county where the work is being performed and for each craft or type of worker needed to execute the contract.
- B. Prevailing Wage Act.** The act regulates wages of laborers, mechanics, and other workers employed in any public works by the state, county, city, or any public body or any political subdivision or by anyone under contract for public works (820 ILCS 130) and provides in part that the Contractor, subcontractors, etc., shall pay to all laborers, workers, and mechanics performing work under the contract, not less than the prevailing rate of wages as determined by the Illinois Department of Labor. The Contractor shall prominently post the current schedule of prevailing wages at the project site, and shall notify immediately in writing all of its subcontractors, etc., of all changes in the Schedule of Prevailing Wages.



- C. **Wage Increases.** Any increases in costs to the Contractor due to changes in the prevailing rate of wages or labor law during the term of any contract shall be at the expense of the Contractor and not at the expense of GSU.
- D. **Change Orders.** Change orders shall be computed using the actual wage rates applicable at the time the change order work is scheduled to be performed.
- E. **Rates Published.** GSU will publish notice of revisions as provided by the Illinois Department of Labor (IDOL) internet Site (<http://www.idol.state.il.us>).

**.4 Labor Legislation**

- A. **General.** All Contractors shall familiarize themselves with the acts referenced in this paragraph and shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at the time of bidding. Nothing in the acts shall be construed to prohibit the payment of more than the prevailing wage scale.
- B. **Statutory Requirements.** In the employment and use of labor, the Contractor shall conform to all Illinois statutory requirements regarding labor including but not limited to the following Acts:
  - 1. **Equal Employment Opportunity.** Applicable Laws: State of Illinois policy and law, set out in the Illinois Constitution, Article 1, Section 17, requires that employment opportunities be free from discrimination. The equal employment clause contained in 775 ILCS 5/2-105 et seq. is incorporated into the contract and is intended to insure compliance with the applicable laws and with the Illinois Department of Human Rights Rules and Regulations for Public Contracts. The Contractor shall conform to all provisions of the Equal Employment Opportunity Clause (44 Illinois Administrative Code, Ch. X, Sec. 750, Appendix A), and shall include said clause, verbatim or by reference, in each of its subcontracts under which any portion of the contract obligations will be undertaken or assumed, so that the provisions of the clause will be binding upon all such subcontractors.
  - 2. **Veterans Preference Act,** (330 ILCS 55).
  - 3. **The Service Men’s Employment Tenure Act,** (330 ILCS 60).
  - 4. **Child Labor Law,** (820 ILCS 205).
  - 5. **Unified Code of Corrections,** (730 ILCS 5/3-12-1 et seq.) Unauthorized employment of convict labor.
  - 6. **Employment of Illinois Workers on Public Works Act,** (30 ILCS 570) requiring employment of Illinois workers on public works projects.
  - 7. **The Worker’s Compensation Act,** (820 ILCS 305).
  - 8. **Drug Free Workplace Act,** (30 ILCS 580).
  - 9. **The Human Rights Act,** (775 ILCS 5/1-101).
  - 10. **The Public Employment Discrimination Act,** (775 ILCS 10).
- C. **Federal-funded Projects.** When Federal participation is included on the project as noted in the project manual, compliance with Federal Equal Employment requirements does not relieve the Contractor of its duty to comply with Illinois Equal Employment requirements.

**00715 DISPUTE RESOLUTION**

- .1 GSU Determination.** Except as provided in this paragraph, GSU will resolve disputes and its decision will prevail unless otherwise removed to a court of competent jurisdiction. GSU expressly retains all its rights including, but not limited to, those under the Articles herein entitled GSU Rights and Responsibilities, Termination and Suspension of the Contract, and Contractor

Suspension of the Contract, and Contractor Suspension.

**.2 Not a Cause for Delay.** GSU decisions shall not be cause for delay of the work. The contractor shall continue to perform the work, but such continuation shall not operate as a waiver of any of the Contractor's rights.

**.3 Definitions.**

**Dispute:** Any contested claim or matter growing out of the project or GSU's project contracts regarding payment or time for performance, but not including personal injury cases (including workman injuries), vehicle accidents, contractor-subcontractor matters in the nature of lien actions, employment matters, contract suspension or termination, contractor prequalification suspension, or any other action on prequalifications.

**Parties:** Parties to a dispute shall be defined broadly to include anyone who may have a stake in the dispute or whose participation is perceived as essential to resolution, whether or not there is a direct contractual relationship.

**.4 Cooperation.** In the event that disputes arise, GSU and the Contractor agree to exercise good faith efforts to resolve the matter fairly, amicably and in a timely manner. Litigation shall be considered as a last resort to be employed only when ADR methods fail. At the request of any party to a dispute, regardless of dollar amount, GSU and the Contractor agree to cooperate in resolution by first conferring with the other parties and by submitting the matter to ADR. GSU and the Contractor agree that ADR shall be a condition precedent to filing a Court action or administrative proceeding seeking economic recovery greater than \$25,000. When ADR is utilized, the Contractor and GSU agree to have in attendance a person with actual authority to resolve the dispute. When approval of GSU's Board is required, GSU personnel shall be exempt from the requirement but shall notify all concerned at the earliest possible time when it is apparent the Board approval will be required for ultimate resolution. If the parties to the dispute cannot agree on the form of ADR to be used, mediation shall be utilized.

**.5 Sharing Expenses.** All parties to ADR shall share the expense of the neutral equally or on a pro rata basis if agreed. Individuals must bear their own costs such as travel expenses, attorney fees, or fees charged by consultant hired by the individual.

**.6 Subcontractors and Suppliers.** The contractor shall require its subcontractors and suppliers to agree to and be bound by this provision.

**.7 Confidentiality.** All ADR procedures shall be strictly confidential. Neither statements made during the course of ADR nor documents generated for the purpose of ADR shall be discoverable in any subsequent litigation. In no event shall a mediator or other neutral party engaged to assist in ADR be disposed or called to testify in any subsequent litigation.

## **00720 GSU - RIGHTS AND RESPONSIBILITIES**

**.1 Authorized Representatives of GSU.**

- A. GSU will designate a Project Manager for each project to administer the University issued contracts.
- B. GSU has the right to designate authorized representatives, including the Architect/Engineer, to act on its behalf. Such authority shall be limited as specified herein, specified in the project manual or as provided in writing. GSU and its representatives shall at all times have access to the work.
- C. GSU may issue orders and directions to the Contractor through the Architect/Engineer.

**.2 Right to Reject or Stop the Work.**

- A. GSU may reject work which does not conform to the contract documents. GSU may order the Contractor to stop work, or any portion thereof, until the cause for such order has been eliminated if the Contractor fails to correct defective work or fails to supply labor, materials or equipment in accordance with the contract.
- B. GSU may order the Contractor(s) to stop work due to emergencies. Contractors shall immediately cease work until the emergency no longer exists.

**.3 Right to Carry Out the Work.**

- A. GSU may make good such deficiencies after giving ten (10) calendar days written notice to the Contractor and its surety if the Contractor neglects or fails to carry out the work in accordance with the contract or fails to perform any portion of the contract. This shall be without prejudice to any other remedy GSU may have. GSU may deduct from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including, but not limited to, the cost of additional Architect/Engineering services made necessary by such neglect or failure.
- B. In case of emergencies (as determined by GSU) involving public health or public safety or to protect against further loss or damage to state property or to prevent or minimize serious disruption of state services or to insure the integrity of university records, GSU may cause such work to be performed without prior notice to the Contractor or its surety.

**.4 Right to Terminate the Contract.**

- A. GSU may terminate the Contractor's right to proceed with the work if the Contractor fails or refuses to perform the work with such diligence as to allow timely completion of performance in accordance with the current progress schedule or fails to complete the work in accordance with the documents or commits a breach of any other provision of the contract documents.
- B. In such case, GSU will give the Contractor and its surety written notice of intention to terminate and the reason therefore, and, unless within ten (10) calendar days the delay or violation shall cease or satisfactory arrangement of correction made, GSU may issue a written termination notice to the Contractor and its surety.
- C. The Contractor shall stop work and vacate the construction site immediately upon receipt of notice of termination. However, the Contractor shall not remove tools, appliances, construction equipment and machinery, or materials or equipment for which GSU has paid, wherever stored, without the written consent of GSU. Any material stored off-site, and which have been paid for by GSU, shall be immediately delivered to GSU or its designated representative upon request. GSU reserves the right to either have the material delivered to the site and deduct the cost of the delivery from contract balance or to abandon the material and deduct the cost of the materials from the contract balance.
- D. The surety shall complete the work upon request by GSU in accordance with the contract documents. Such completion may include, but not be limited to, the use of a completing contractor selected by the surety and approved by GSU pursuant to a written takeover agreement, or payment of a sum of money required to allow GSU to complete the work, or other arrangements agreed to by the GSU and surety.
- E. If within ten (10) calendar days the surety fails to exercise its right to undertake the work, GSU may take over the work and take possession of all of the Contractor's tools, appliances, construction equipment, and machinery at the site and use the same to the full

extent they could have been used by the Contractor (without liability for trespass or conversion), incorporate into the work all materials and equipment stored at the site or for which GSU has paid the Contractor but which are stored elsewhere, and finish the work as GSU may deem expedient by contract publicly advertised or otherwise. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If GSU's expenses in completing the work exceed the unpaid balance of the contract sum, the Contractor and/or the surety shall pay the difference to GSU.

**.5 Right to Terminate the Contract for Convenience of the University**

- A. The contract may be terminated whenever GSU determines that such termination is in the best interest of the University. GSU will give the Contractor ten (10) calendar days written notice of its intention to terminate the contract.
- B. Upon receipt of such notice, the Contractor shall stop all work on the contract except for work GSU directs in writing to be completed. The Contractor will be paid for all work completed under the contract. The Contractor will receive a percentage of the contract sum equal to the percentage of work completed on the project prior to termination of the contract in the event GSU and the Contractor cannot agree to the amount of payment due the Contractor.

**.6 Termination for Funding.**

- A. GSU's obligations hereunder shall cease immediately, without further payment being required, in any year for which the General Assembly of the state of Illinois or other legally applicable funding source fails to make an appropriation sufficient to pay such obligation.
- B. GSU shall give Contractor notice of such termination for funding as soon as practicable after GSU becomes aware of the failure of funding.

**.7 Right to Order Acceleration.** GSU may require the Contractor to increase the number of shifts or overtime operations, days of work, or the amount of construction aids or all of them, without additional compensation if the Contractor fails to execute the work in accordance with the project schedule.

**.8 Use and Possession Prior to Completion.** GSU shall have the right to take possession of or use any substantially completed part of the work upon the issuance of a certificate of substantial completion. Such possession or use shall not be deemed acceptance of that part of the project being occupied, except as stated in the certificate, and shall not constitute a waiver of existing claims by either party.

**.9 Right to Exclude Persons from Job Site.** GSU shall have the right to exclude any person from the job site and deny that person future access to the job site when GSU determines that the person is performing work not in a workmanlike manner, is causing disruption or conflicts, appears to be intoxicated or under the influence of drugs, has violated any State or Federal law or regulation or has behaved violently or in a threatening manner in any way related to the project. If the person is an employee of the Contractor or a subcontractor, GSU may instruct the Contractor to exclude such person and the Contractor shall comply.

**00725 CONTRACTOR SUSPENSION**

**.1 Performance.** In addition to the Article on GSU's Rights and Responsibilities, GSU may periodically evaluate the performance and responsibility of the Contractor and may suspend the Contractor. This may occur at any time prior to or after submission of the bid. Suspension or

- modification of prequalification may include termination of contracts in progress or bid rejection.
- A. Suspension will be documented by the Physical Plant Operations office and recommended to the University Procurement Division.
  - B. Suspension requires approval of the State Procurement Officer and public notice.

- .2 **Basis of Suspension.** Suspension or modification of the Contractor's prequalification may be imposed for any reason stated in GSU Rules, including but not limited to the Contractor's failure to promptly and satisfactorily:
- A. correct defective or non-conforming work;
  - B. complete punch list work;
  - C. repair or replace defective or non-conforming work; or
  - D. complete the work within the specified contract time.

### 00730 ARCHITECT-ENGINEER

- .1 **Duties Responsibility and Authority.** An Architect/Engineer may be employed by GSU to prepare the project manual and drawings for the project. When authorized to act on behalf of GSU, the duties, responsibility and authority of the Architect/Engineer are set forth herein. Nothing contained herein shall create any contractual relationship between the Architect/Engineer and the Contractor or any subcontractor, sub-subcontractor, or supplier.
- .2 **General.** When hired as GSU's representative, the A/E shall consult with and advise GSU and act as GSU's representative as provided in these Standard Documents for Construction. GSU's instructions to the Contractors may be issued through the A/E who shall have authority to act on behalf of GSU in dealings with the Contractors to the extent provided in the Standard Documents for Construction.
- .3 **Submittals.** The A/E will review and monitor all required Contractor submittals for conformance with the contract documents.
- .4 **Contractors' Payments.** The A/E will review and certify Contractors' applications for payment; schedule, attend and assist in pay meetings; maintain records of payments, contract balances, and all proposed and approved changes thereto. Review, reconcile and maintain files for the Contractor's waivers of liens and contractors affidavit and sworn statements (CASS form).
- .5 **Interpretations.** The A/E will provide, when requested, interpretation of contract documents; prepare and distribute supplementary drawings, specifications and instructions.
- .6 **Change Orders.** The A/E will prepare requests for proposals for contract changes; evaluate Contractors' proposals; review and verify the cost of the change and recommend action.
- .7 **Observation of the Work.** The A/E will observe the progress and quality of the work as is reasonably necessary to determine in general that it is proceeding in accordance with the contract documents. The A/E shall monitor and verify conformance of materials, finishes and workmanship to the quality standards established in the contract documents. The A/E shall notify GSU immediately if the work does not conform to the contract documents, requires special inspection or testing or has been disapproved or rejected.
- .8 **Tests.** The A/E will witness tests, review and evaluate test reports and notify GSU and the Contractor of deficiencies.
- .9 **Defective Work.** On the basis of tests and observations, the A/E may disapprove of, or reject Contractor's work while it is in progress if the A/E believes that such work will not produce a completed project that conforms to the contract documents.

- .10 **Performance Testing, Start-up, and Training.** The A/E will observe and assist in the refining and adjustment of any equipment or system. The A/E will ensure that all training required by the contract documents is provided and will attend and assist in all training of the Using Agency's personnel.
- .11 **Closeout.** The A/E shall certify that to the best of their knowledge, the reviewed work conforms to the requirements of the contract documents; conduct substantial completion and final completion inspections; and expedite and coordinate substantial completion, final acceptance, Contractors' submittals, final payment, and facility turnover in accordance with GSU's procedures.
- .12 **Records.** The A/E will maintain records, including correspondence, submittals, schedules, payment requests, addresses of Contractors, subcontractors and major suppliers.
- .13 **Record Drawings.** The A/E will observe the Contractors' record drawings (as-builts) at intervals appropriate to the construction and notify GSU and the Contractor of any apparent failure to maintain up-to-date records. The Contractor shall prepare and submit revised contract documents as record drawings to show all changes reported to the Architect/Engineer by the Contractor and all change orders and addenda made during construction, including the location of all concealed systems installed during construction.
- .14 **Construction Supervision.** The A/E shall not be responsible for construction means, methods, techniques, sequences, procedures; or supervision or for safety precautions and programs in connection with the project or work thereon. Nothing hereunder shall relieve the Contractor from his responsibility to carry out the work in accordance with the contract documents.
- .15 **On-Site Representative.** When included in its agreement, the A/E will provide one or more on-site representatives to expedite interpretations and clarify the contract documents, record project activity and conditions, and any other duties assigned by GSU.
- .16 **Response Action Project.** The A/E will have the properly trained personnel, approved by GSU on the site at all times during the performance of the response action work when a project involves response action work as defined in the Response Action Contractor Indemnification Act.
- .17 **Claims and Disputes.** The A/E will review the claim or dispute including documentation of any time, money, or other expenditure made in connection with it. While work is in progress, the A/E will observe, measure and verify costs incurred that are related to the dispute and will provide a written response, interpretation, and recommendation for resolution to the claimant and GSU. GSU reserves the right to require the Contractor to satisfactorily document any claim.
- .18 **Nine Month Inspection.** The A/E will assist GSU with an inspection of the project work nine months after substantial completion. The A/E will prepare a report of all observed defective material, equipment, and workmanship which require corrective work under the guarantees.
- .19 **Miscellaneous.** Other responsibilities and authority of the A/E are set forth throughout the contract documents.

#### 00740 **CONTRACTOR - RIGHTS AND RESPONSIBILITIES**

- .1 **Review of Contract Documents.** The Contractor shall carefully study and compare the contract documents, including all addenda, and shall promptly report to the A/E and GSU all errors, inconsistencies or omissions it may discover. The Contractor shall review the drawings and specifications relating to work to be performed by other contractors in connection with the project. All work under the contract which the Contractor discovers may be in conflict with the work of other contractors shall be brought to the attention of the A/E and GSU before the work is performed. If after the discovery of such conflict, the Contractor fails to promptly notify the A/E and GSU, the Contractor shall upon written direction remove all such work or portion thereof so

conflicting, and rebuild it as directed at no additional cost to GSU.

- .2 **Verification of Dimensions and Existing Conditions.** All dimensions and existing conditions shall be verified by the Contractor by actual measurement and observation. All discrepancies between the requirements of the contract documents and the existing conditions or dimensions shall be reported to the A/E and GSU as soon as they are discovered. Failure to verify and report shall constitute the Contractor's acceptance of existing conditions as fit for the proper execution of its work.
- .3 **Changed Conditions.** Should the Contractor encounter subsurface or latent physical conditions at the site which differ materially from those indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract, the Contractor shall give written notice to the A/E and GSU before any such condition is disturbed. No claim of the Contractor under this provision will be allowed unless the Contractor has given the required notice. The A/E and GSU will promptly investigate and, if it determines that the conditions materially differ from those which should have been reasonably anticipated, will make such changes in the contract documents as may be necessary. The contract sum or contract time will be modified as prescribed herein if such conditions cause an increase or decrease in the Contractor's cost or time of performance.
- .4 **Laying out the Work.** The Contractor shall be responsible for properly and accurately laying out the work, and for all lines, levels, elevations and measurements, for all the work under the contract.
- .5 **Supervision of the Work.** Using its best skill and judgement, the Contractor shall supervise the work. The Contractor shall be responsible for site safety and for all construction means, methods, techniques, sequences and procedures, safety and for coordinating all portions of the work under its contract.
- .6 **Adequate Staff.** The Contractor shall furnish a competent and adequate staff as necessary for the proper administration, coordination and supervision of the work; organize the procurement of all materials and equipment so that they will be available at the time they are needed for the work; and keep an adequate force of skilled workmen on the job to complete the work in accordance with all requirements of the contract.
- .7 **Superintendent.** The Contractor shall employ a competent superintendent, satisfactory to GSU, who shall be in attendance at the site throughout the active performance of the work, and at such other times as may be reasonably necessary, and who shall be authorized to commit the Contractor with regard to manpower schedule, coordination and cooperation.
  - A. The Contractor shall submit the resume of the proposed superintendent to the GSU for review and approval prior to assigning the superintendent to the project.
  - B. A letter of authority shall be furnished by the Contractor to GSU designating the level of authority of the superintendent and any others who may conduct business for the Contractor.
  - C. The superintendent shall have not less than two (2) years documented experience in responsible field supervision for projects of comparable size and complexity.
  - D. The Contractor shall not change the superintendent unless it has given GSU a written request for change fifteen (15) calendar days in advance of its proposed change unless in the case of an emergency, where notice will be as soon as possible, and GSU has given authorization to do so.

- E. In the event the superintendent fails to perform his duties under the contract requirements, GSU may, in writing, require the Contractor to remove the superintendent from the project. The Contractor shall provide a competent replacement.
- .8 Responsibility for Damages.** The Contractor shall be responsible for all loss or damage to the work, the project, the site and improvements thereon, the work of other contractors, and loss to GSU including but not limited to costs of suit, property damage, attorney fees, labor or costs of labor, caused by its performance of the contract.
- .9 Work of Other Contractors.** GSU reserves the right to execute other contracts in connection with the project. The Contractor shall afford other contractors reasonable opportunity for the introduction and storage of their materials and for the execution of their work, and shall properly connect and coordinate its work with theirs. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by GSU.
- .10 Assignment of Contract/Claims.** GSU shall not be bound by any assignment by the Contractor to third parties of moneys due, or to become due, or of any other claims it may have under its contract, except where GSU consents in writing to be so bound.
- .11 Claims and Disputes.** Each Contractor shall promptly notify the A/E and GSU in writing of any claims or disputes. Any work performed, where the payment for same is in dispute, must be observed by the A/E and GSU while in progress. Failure to notify the A/E in such instances may result in rejection of any claim with GSU.
- .12 Notification.** No claim for a contract adjustment pursuant to any written order, verbal order, instruction, interpretation, clarification or changed condition will be allowed unless the Contractor, within thirty (30) calendar days of such occurrence, furnishes a written notice to the A/E and GSU setting forth the general nature and estimated monetary extent of such claim.
- .13 Miscellaneous.** Other rights and responsibilities of the Contractor are set forth throughout these contract documents and are included under other titles, articles, sections and headings for convenience. It is the responsibility of the Contractor to familiarize itself with all provisions of these contract documents in order to understand fully the entirety of its rights and responsibilities hereunder.

#### **00741 INDEMNIFICATION**

- .1 Duty to Indemnify.** The Contractor shall defend, indemnify, keep and save harmless the state of Illinois, GSU, the A/E and their respective board members, representatives, agents and employees in both individual and official capacities against all suits, claims, damages, losses and expenses including attorney's fees caused by, growing out of or incidental to the performance of the work under the contract by the Contractor or its subcontractors to the full extent as allowed by the laws of the State of Illinois and not beyond any extent which would render these provisions void or unenforceable. This obligation includes, but is not limited to, the protection of adjacent landowners (765 ILCS 140/1 et. seq. ). In the event of any such injury (including death), loss, damage or claims therefore, the Contractor shall give prompt notice to GSU. Assigned contractors shall include the Coordinating Contractor as a party to whom indemnification is due under the contract.
- .2 Effect of Statutory Limitations.** In the event of any claim against the state of Illinois, GSU or against any of their officials or employees in either their personal or official capacities made by any direct or indirect employee or agent of the Contractor or of any subcontractor, the Contractor's indemnification obligation shall not be affected by any limitation on the amount or type of damages, compensation or benefits payable to said employee or agent contained in any other type



of employee benefit act.

- .3 Architect/Engineer's Liability.** The Contractor shall not be liable for the negligent acts or omissions of the Architect/Engineer or its agents or employees.

#### **00743 RECORDS**

- .1 Records of Wages and Expenses.** The Contractor and subcontractors shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, worker and mechanic employed by it in connection with the contract. The record shall be open at all reasonable hours for inspection by any representative of GSU or the Illinois Department of Labor and must be preserved for five years following completion of the contract.
- .2 Record Keeping.** In accordance with 30 ILCS 500/20-65, the Contractor shall maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, receipts and uses of all disbursements of funds passing in conjunction with the contract. These records shall be available for the review and audit by the Auditor General, GSU or their designees. The Contractor agrees to cooperate fully with any such audit and shall provide full access to all relevant materials. Failure to maintain the records required by this provision shall establish a presumption in favor of GSU for the recovery of any funds paid by GSU under the contract for which adequate records are not available through some fault of the Contractor to support their purported disbursement.

#### **00760 CHANGES TO THE CONTRACT**

**.1 Right to Make Changes.**

- A. GSU may at any time, without notice to the sureties, order changes in the contract time or in the contract work. Requests for change may be initiated by GSU or the Contractor. Upon such request, the A/E will issue a request for proposal and change order (RFP/CO).
- B. All change orders must be determined by GSU to be germane to the original contract.

**.2 Changes in Contract Sum.** The Contractor shall prepare a price proposal for the specified changes in the work upon receipt of a request for proposal and change order.

- A. Such accepted unit prices shall be used as the basis for adjustments in the contract sum when a proposed change affects work covered by contract unit prices.
- B. The Contractor shall prepare a detailed proposal for the changed work for work not covered by contract unit prices. The proposal shall itemize the changes to the work and show the direct cost of all labor, material, and equipment for each item with appropriate documentation of the costs. Costs such as general supervision, liability insurance, etc., are considered overhead. Any and all other contractor requests for related time extensions kept shall be included. Such requests or grants of such requests by GSU shall not impair or prejudice GSU rights under Article 01310. GSU may reserve the right to defer decision on requests for consequential costs. Subcontractors shall prepare similar proposals for inclusion in the Contractor's proposal.
1. Contractors and subcontractors may add 18% for overhead and profit only to the direct costs of the work performed by their firm. A minimum fee for overhead and profit of \$100 is allowed on work performed by their firm.
  2. The Contractor or subcontractor may add 6% or a minimum fee of \$50 to the cost of work performed by all lower tier subcontractors.

**.3 Review and Acceptance.** The Contractor's proposal including all subcontractors'

proposals will be reviewed by the A/E and GSU. GSU may issue a change order to incorporate the work into the contract upon their determination that the price is fair and reasonable. GSU reserves the right not to proceed with a proposed change. Fully executed change orders will operate to preclude any further claims for compensation or time extension.

- .4 Commencement of Changed Work.** The Contractor shall not proceed with any changed work until a written change order is issued. However, the Contractor may proceed upon the receipt of a written authorization prior to the execution of the change order.
- .5 GSU May Not Proceed.** GSU reserves the right not to proceed with a proposed change.
- .6 Time Extensions.** The Contractor may request a time extension if a change order or the aggregate of the change orders impact the critical items on the current construction schedule. Time extension will be granted in a reasonable time and in accordance with the Article 01310.

#### **00765 PAYMENT**

- .1 Progress Payments.** GSU may make periodic payments for portions of the work as determined by GSU in consultation with the Architect/Engineer. Applications for progress payments shall include:
  - 1. Invoice-Voucher;
  - 2. Contractor's Affidavit and Sworn Statement (CASS Form - an affidavit itemizing the portions of the work performed);
  - 3. Waiver(s) of Lien, on GSU forms;
    - a. Subcontractor and/or Supplier
    - b. Prime Contractor
  - 4. Warranties and Guarantees (if applicable); and
  - 5. Stored Material Log (SML Form) (if applicable): (See also 00765.4)
    - a. Contractor evidence of title to such materials and equipment;
    - b. Certificate of insurance showing GSU as an additional insured and showing the amount of the insurance coverage for the stored materials; and
- .2 Stored Material.** GSU may make progress payments for materials and equipment not incorporated in the work that are listed on the Contractors Schedule of Values (CSV). Payment will only be permitted when requested and approved in writing. See also 00765.1.5
  - A. The materials and equipment shall be delivered to and suitably stored at the site or some other location approved in writing by GSU.
  - B. The Contractor shall convey and submit title to such materials and equipment to GSU within seven calendar days after receipt of payment for the material and equipment. This title shall include an itemization of all parts, components, etc. and the quantity of each.
  - C. The care and custody of such materials and equipment and all costs incurred for movement and storage shall be the responsibility of the Contractor.
  - D. The Contractor shall suitably insure the materials and equipment. The Contractor shall submit a certificate of insurance showing GSU as an additional insured and showing the amount of the insurance coverage.
  - E. Payment shall be restricted to the cost of the material to the installing contractor as supported by invoices from the manufacturer and/or equipment supplier by executing the SML.

- F. Upon demand by GSU, the Contractor shall deliver paid for stored materials or equipment to the site and to GSU's possession, at the Contractor's expense.
- G. If the paid for materials or equipment is in the possession of a subcontractor or supplier who is a fabricator that has added value to the materials or equipment, and the Contractor has not paid the fabricator for the added value, GSU may issue a joint check to the Contractor and fabricator for the added value, and the fabricator or Contractor shall then be required to deliver the materials or equipment to the site and CDB's possession, at their expense. The fabricator shall provide a lien waiver within ten (10) calendar days of payment. If the Contractor has been paid for the value added, but has refused to pay the fabricator, the amount shall be deducted as a set-off.

**.4 Lien Waivers.**

- A. Partial lien waivers:
  - 1. Lien waivers are not required with first payment application if payment is less than 50% of the contract amount. Each subsequent payment application shall be accompanied by the Contractor's partial waiver, and by partial waivers from all subcontractors and suppliers who were included in the immediately preceding payment application, to the extent of that payment, as reflected on the CASS Form.
  - 2. Lien waivers from the Contractor and all subcontractors and suppliers shall accompany the first payment application when the amount of payment exceeds 50% of the total contract amount. Lien waivers are to be in the amount reflected on the CASS Form.
- B. Final lien waivers: The Contractor's request for final payment shall include final lien waivers, on GSU forms, from all subcontractors and suppliers in the full amount of their contracts as reflected on the CASS form. The Contractor shall also furnish its own final waiver of lien as reflected on the CASS form. Final lien waivers are not required for subcontractors and suppliers whose subcontracts and purchase orders or agreements are less than \$500 unless otherwise requested by the A/E and/or GSU.

**.5 Payments to Subcontractors and Suppliers.** The Contractor shall pay each subcontractor and supplier promptly upon receipt of payment from GSU an amount equal to the percentage of total contract completion allowed to the Contractor on account of performance by the subcontractor or supplier, less the retainage and less amounts previously paid to the subcontractor or supplier. The Prompt Payment Act (30 ILCS 540,74 IAC 900) requires payment to subcontractors and suppliers within fifteen (15) calendar days of receipt.

- A. The Contractor shall require that all subcontractors make similar payments to their subcontractors and suppliers.
- B. GSU or the A/E may furnish to any subcontractor or supplier information regarding the percentage of work completed, which was used as the basis for payment or the amount of payment of work by such subcontractors or suppliers.
- C. Any reduction of line item retention issued by GSU shall be passed to the subcontractors and suppliers in accordance with their respective partial payments. In certain instances upon the Contractor's request, the GSU may release all retention to subcontractors whose work may have been completed

**.6 Title.** Title to all work, materials and equipment covered by a progress payment shall pass to GSU upon receipt of such payment by the Contractor. This provision shall not relieve the Contractor from the sole responsibility under the contract for all work, materials and equipment upon which payments have been made, maintaining insurance or for the restoration of all damaged work or as

waiving the right of GSU to require fulfillment of all terms of the contract.

**.7 Retention.** GSU will retain 10% of each progress payment. Retention will not be withheld for bonds and insurance. After 50% of the work has been completed, and upon the recommendation of the A/E that the work is being performed in a satisfactory manner, GSU may reduce retention subject to consent of Contractor's surety. Retention may not be reduced if the contract is behind the approved schedule including extensions, or if substantial claims are outstanding against the Contractor or for other causes related to nonperformance.

**.8 Withholding of Payments.**

- A. GSU may withhold payments in whole or in part, if it reasonably determines that:
  - 1. the Contractor's work is not progressing in accordance with the most current approved construction schedule;
  - 2. work is not being performed in accordance with the contract documents;
  - 3. the Contractor is failing to comply with any provisions of the contract; or
  - 4. the Contractor or a subcontractor is under investigation by the Illinois Department of Labor for possible failure to pay prevailing wage benefits in accordance with the contract documents.
- B. Whenever GSU receives notice, pursuant to Illinois lien laws, in writing of a claim of money due from the Contractor to any subcontractor, supplier, workers or employees for performance of work GSU may withhold the amount of such claim from the Contractor provided that such withholding shall not be construed as conferring any rights on such subcontractors, suppliers, workers or employees nor as enlarging or altering the application or effect of existing lien laws.
- C. GSU will notify the Contractor in writing and in accordance with the Prompt Payment Act (if applicable) when any payments are withheld. In the event of any withholding, GSU will promptly investigate the facts and will make payments when the grounds for withholding have been removed.

**.10 Payment Set Off.** When a Contractor is liable to GSU for money in connection with a project the Contractor has performed for GSU, GSU shall have the right to deduct money owed GSU from funds owing to the Contractor for any of its GSU projects, in accord with the State Comptroller Act, (15 ILCS 405/10.05).

**.11 Assignment of Contract/Claims.** GSU shall not be bound by any assignment by the Contractor to third parties of moneys due or to become due or of any other claims it may have under its contract, except where GSU consents in writing to be so bound.

**.12 Final Payment.** Upon acceptance of all work by GSU in accordance with the Article on final completion, the remaining balance of the contract sum, including retainage, will be paid upon presentation of the requested documents, which may include:

- A. Certificate of Final Acceptance;
- B. Invoice-voucher;
- C. Contractor's Affidavit and Sworn Statement (CASS Form);
- D. Final Waiver(s) of Lien;
  - 1. Contractor in full amount of its contract as reflected on the CASS form;
  - 2. Subcontractor(s)/Supplier(s) in the full amount of their contracts as reflected on the CASS form;
- E. Stored Material Log (SML Form) (if applicable);
- F. Warranties and Guarantees for punch list items;
- G. Certification of Operating and Training Instruction (if applicable); and
- H. Copy of transmittal letter to A/E for as-built (record) drawings and O & M Manuals.

## 00770 INSPECTION AND ACCEPTANCE

- .1 **General.** The work will be subject to inspection and testing by GSU or the A/E at all reasonable times and at all places. All such inspections and testing will be conducted in such manner as not to unreasonably delay the work or increase the cost of performance. The Contractor shall provide, without additional compensation all facilities, labor and material reasonably necessary for such safe and convenient inspection and testing as is required.
- .2 **Timely Notice.** When layouts of the building and site work are to be made or when the contract or local, Federal or State laws require any work to be tested or approved, or if work not yet inspected is to be covered, the Contractor shall give the A/E or GSU timely notice of the work's readiness for inspection. If inspection is to be made by an authority other than the A/E or GSU, the Contractor shall promptly notify the A/E or GSU of the date and time fixed for such inspection.
- .3 **Uncovering of Work.** Work covered without consent of the Architect/Engineer or GSU shall, upon their request be uncovered for examination and recovered at the Contractor's expense. Work covered with the consent of the A/E or GSU shall, upon their request, be uncovered for examination. If such work is found to be in accordance with the contract, the contract sum and contract time will be increased in accordance with these documents. The uncovering and recovering shall be at the Contractor's expense if such work is found not in accordance with the contract.
- .4 **Correction of Work.** Without additional compensation, the Contractor shall promptly correct all work rejected as defective or as failing to conform to the contract documents unless GSU agrees to accept such work with an appropriate reduction in the contract sum. If the Contractor does not promptly correct rejected work, GSU may repair or replace such work in accordance with its right to carry out the work as specified herein.
- .5 **Acceptance.** A certificate of substantial completion will be submitted to the Contractor for its written acceptance when GSU determines that the work is substantially complete. The certificate will establish the date of substantial completion, the responsibilities of GSU and the Contractor for security, maintenance, heat, utilities and insurance and will fix the time within which the Contractor shall complete or correct the items on the punch list. The certificate of substantial completion will constitute acceptance of the work except for items included on the punch list. The Contractor shall complete all work enumerated on the punch list within the time limit specified in the certificate of substantial completion. When the Contractor has completed the items on the punch list, it shall provide within seven (7) calendar days a written notice of final completion to the A/E who, together with GSU, will promptly inspect the work. A certificate of final acceptance will be issued which will constitute acceptance of all work when GSU determines that all work, including all punch list items is complete. Acceptance will not bar claims of GSU under the warranty Article contained herein.

## 00780 WARRANTIES

- .1 **General.** The Contractor warrants that all work provided under the contract will be in conformance with the contract and free from defects in workmanship, materials, and equipment for a period of one (1) year or such longer period as may be specified in the contract documents, except as provided below. Warranty time periods shall commence with the date of GSU acceptance of the certificate of substantial completion of the whole, or any part of the project. The warranty time period for any incomplete or uncorrected work including punch list work at the time of substantial completion shall commence with the date of final completion.

- .2 **Extended Warranties.** The responsible Contractor warrants that its workmanship, materials and equipment for those building systems subject to seasonal loads will be in conformance with the contract and free from defects for a period of two years, commencing with the date of the certificate of substantial completion. This includes, but is not limited to, heating, ventilating, air conditioning, temperature control and test and balance work, as specified in the project manual.
- .3 **Latent Defects.** On demand by GSU at any time within the ten (10) year period following substantial completion or final acceptance, if applicable, the Contractor shall promptly repair or replace all defective or non-conforming work resulting from, or constituting, latent defects, fraud, fraudulent concealment or gross negligence. GSU or the Using Agency will give timely notice of such defects.
- .4 **Prompt Repair.** Upon notice from GSU of such defects or non-conforming work, the Contractor shall promptly visit the site in the company of GSU to determine the extent of all defects or nonconforming work. The Contractor shall provide all labor, material and equipment to promptly repair or replace the defective or non-conforming work. The repair shall include all adjacent work not necessarily provided by the Contractor but damaged as a result of such defects or non-conforming work or as a result of remedying them. If the Contractor does not promptly repair or replace defective or non-conforming work, GSU may repair or replace such work and charge the cost thereof to the Contractor. Work which is repaired or replaced by the Contractor shall be inspected and shall be warranted by the Contractor in accordance with this Article. The warranties set forth herein are in addition to all warranties or guarantees expressed or implied by operation of law, statute or ordinance.
- .5 **Commercial Warranties.** The Contractor shall deliver all commercial warranties received from manufacturers to the A/E or GSU prior to final completion but this shall not reduce Contractor's obligations under this Article.
- .6 **Other Warranties.** GSU may require the Contractor to furnish other warranties as specified in the Project Manual.

**00800 SUPPLEMENTAL GENERAL CONDITIONS**

**00801 RELATIONSHIP TO PROJECT MANUAL** The following requirements are supplementary general conditions that apply to all contracts. The Project Manual may contain provisions applicable to the project which shall define the overall work requirements.

**01000 EXECUTION 01042 COORDINATION OF EQUIPMENT AND UTILITIES**

- .1 Contractor shall coordinate installation of equipment, devices and wiring to ensure proper location and function of equipment or systems.

**01045 CUTTING AND PATCHING**

- .1 This Article applies to installation of new work, remodeling, testing and uncovering of potentially defective work. Unless otherwise specified in the contract documents, each contractor will provide its own cutting and patching.
- .2 Prior to cutting which affects structural members, safety of project, or work of other contractors or subcontractors, submit written notice to A/E or GSU.
- .3 Provide shoring, bracing and support. Protect other portions of the project, and provide protection from elements.

- .4 Restore work which has been cut or removed. Refinish entire surfaces as necessary to provide an even finish.

**01050 MATERIALS AND WORKMANSHIP**

- .1 **New Products.** Unless otherwise specifically provided in the contract documents, all materials, equipment and products incorporated in the work under the contract shall be new and of a suitable grade for the purpose intended. Shopworn materials, prototypes and discontinued models are not acceptable.
- .2 **Skilled and Workmanlike Manner.** All work under the contract shall be performed in a skillful and workmanlike manner.

**01055 PROHIBITED PRODUCTS**

- .1 GSU has determined that certain products shall not be incorporated into the project. The Contractor shall not introduce these products into his work. The Contractor shall notify the A/E and GSU when the contract documents specify the use of these products. These products are:
- A. Asbestos containing material
  - B. Lead based paint
  - C. CFC's
  - D. PCB's

**01200 PROJECT MEETINGS**

- 01201 GENERAL REQUIREMENTS.** Contractor shall attend all preconstruction, pay/progress and coordination meetings. The Contractor shall ensure the attendance of its subcontractors and suppliers when required for coordination.
- 01210 PRECONSTRUCTION CONFERENCES.** GSU will schedule within seven (7) calendar days after notice of award. Attendance will include GSU, Contractors, the A/E, Using Agency and major subcontractors.
- 01220 PAYMENT AND PROGRESS MEETINGS.** GSU will schedule and administer payment and progress meetings. A/E or GSU will distribute written notice and agenda in advance of the meeting date. The A/E or GSU shall also record and distribute minutes of the meeting to participants within seven (7) calendar days.
- 01240 NINE-MONTH INSPECTIONS.** GSU will conduct a warranty inspection nine months after project completion. Contractors will be notified if attendance is necessary and of warranty work remaining.

**01300 SUBMITTALS**

**01310 CONSTRUCTION SCHEDULES AND TIME .1 SCHEDULES**

- A. **General.** The Contractor shall prepare and maintain a detailed project schedule as required herein. It shall indicate how the contractors plan to complete the work within the contract time and meet any contractually specified intermediate milestone dates. The project schedule shall be the Contractor's working schedule and used to execute the work, record and report actual progress.

- B. **Inclusions.** The schedule shall clearly show all installation tasks of the work and identify the critical schedule items of the work. Submittal and approval of shop drawings and samples and delivery dates of critical material or equipment, shall be included in the master project schedule.
- C. **Updates.** The schedule shall be updated monthly and include actual dates of completed tasks.
- D. **Preparation.**
  - 1. The Contractor shall submit the master project schedule to the A/E or GSU within fourteen (14) calendar days after preconstruction meeting.
  - 2. The schedule shall be a critical path method (CPM) schedule unless otherwise specified in the project manual.
- E. **Reports.** The Contractors shall report in writing on a monthly basis any problem areas; current and anticipated delay factors and their impact; any corrective action taken and the effect of changes in the schedules.
- F. **Failure to Schedule.** Payment and reduction of retainage may be denied by GSU for the failure to SDC Revised October 1, 2006 Page 31 submit and maintain a proper schedule.
- G. **Reviews.** The A/E and GSU may review and comment on the schedule and may also attend any scheduling and update meetings. The Contractor shall maintain the schedule as directed by the A/E and/or GSU for compliance with the requirements herein. Neither the A/E's nor GSU's review and comments shall indicate approval or disapproval of the schedule. Since the schedule is dependent on the Contractors proprietary information and commitments, the A/E and GSU cannot, and will not, warrant the schedule to be correct and sufficient to meet the required contract time(s).

**.2 TIME**

- A. **Time is of the Essence.** The Contractor, recognizing that time is of the essence, shall perform the work in such manner and with such sufficient equipment and forces to complete the work by the date specified in the contract documents.
- B. **Excusable Delays.** Extensions of the contract time will be made for delays which affect critical items on the construction schedule arising from unforeseeable causes beyond the control and without the fault or negligence of the Contractor or of its subcontractors or suppliers This includes but is not restricted to the following, where any delay is primarily due to the following:
  - 1. acts of God;
  - 2. acts of GSU or the A/E;
  - 3. acts of other contractors in the performance of a contract with GSU, except when such other contracts are assigned to the Contractor; or
  - 4. fires, floods, epidemics, quarantine restrictions, strikes, freight embargos, unusually severe weather or other perils causing damage to the project.
- C. **No Compensation for Delay.** The Contractor shall not be entitled to payment or compensation of any kind from GSU for any alleged damages, costs or expenses whatsoever. This includes but is not limited to costs of acceleration, arising in any manner because of hindrance or delay from any cause whatsoever, whether such hindrances or delays are reasonable, foreseeable or avoidable, and claims for loss of efficiency whether or not characterized as delay damages. The Contractor shall not be



entitled to recover from GSU and hereby waives all rights which it or its subcontractors or any other person may otherwise have to recovery, any costs, expenses, and damages of any nature which it, or its subcontractors or any other person, may suffer by reason of delay, inefficiencies or hindrances in the performance of the work or any portion thereof, the extension of contract time granted herein being the Contractor's sole and exclusive remedy.

#### **01350 CONTRACTOR LICENSES**

- .1 Submittal Requirements.** The Contractor shall submit to the A/E or GSU copies of all contractor licenses applicable to the work and which are required by Article 00012.

#### **01370 SCHEDULE OF VALUES**

- .1 Contractor's Schedule of Values (CSV).** The Contractor shall submit a schedule of values for approval by the A/E and GSU. This schedule of values is a itemized breakdown of the cost of the contractor's work. The schedule of values shall be submitted to the A/E or GSU fourteen (14) calendar days prior to first application for payment. The Contractor shall:

- A. Itemize overhead and profit, bonds, insurance, general requirements and mobilization
  - B. Itemize by separate line item, the cost for work specified in each section of the project manual. Identify the work of Contractor's own labor forces, subcontractors and major suppliers of products or equipment. List quantities of materials specified under unit prices.
  - C. Break down installed costs into delivered cost of the product with applicable taxes paid and labor costs, excluding overhead and profit.
  - D. The sum of all items listed in the schedule should equal the contract amount.
  - E. Itemize by name and amount all subcontractors and suppliers whose subcontracts will exceed \$500.00, unless otherwise approved by the A/E and GSU and breakdown large amounts into increments that can be measured between pay periods.
  - F. Identify work performed by MBE/FBE subcontractors and suppliers.
  - G. Revise to indicate any changes in the contract amount of subcontractors or suppliers not for change orders.
- .2 Listing Stored Material.** Any future payment for materials stored on-site or off-site will be limited to those materials listed in the schedule of values.

#### **01400 CONSTRUCTION TESTS**

- .1** GSU will, unless specified otherwise, contract with the A/E to employ and pay for construction tests specified in the contract documents. The employment of a testing firm does not relieve the Contractor's obligations to perform work in accord with the contract.
- .2** Testing may be waived on certain products when they are produced by qualified plants accepted by the Illinois Department of Transportation.
- .3** Notify the testing firm and the A/E and GSU in advance of operations to allow for scheduling of tests. The testing firm will obtain written acknowledgment of each inspection or test from the Contractor and shall promptly notify A/E, GSU and Contractor of deficiencies in the work.

- .4 The testing firm is not authorized to alter contract requirements, approve or reject any portion of work, or perform any duties of the Contractor.
- .5 The Contractor shall:
- A. Cooperate with laboratory personnel; provide access to work, and manufacturer's operations; provide samples of materials to be tested, copies of mill test reports, and verification of compliance with contract requirements for materials and equipment; and furnish labor and facilities to provide access to work, to obtain and handle samples, to facilitate inspections and tests, and for a laboratory's exclusive use for storage and curing of test samples.
  - B. Correct work which is defective or which fails to conform to the contract documents. Corrective work shall not delay the project schedule or the work of other contractors. Pay all costs of retesting when test results indicate a noncompliance with contract requirements.
  - C. Patch all surfaces and areas disturbed by testing operations.

**01500 WORKING CONDITIONS**

**01501 CONTRACTOR'S USE OF PREMISES**

- .1 The Contractor shall confine its operations at site to areas permitted by law, permits, contract and GSU's permission. Contractor shall obtain and observe all site regulations. GSU may examine Contractor's and subcontractors' list of employees.
- .2 The Contractor and its employees shall keep all unattended vehicles and equipment locked at all times and parked only in approved areas.
- .3 The Contractor shall assume responsibility for protection and safekeeping of its material, equipment, tools, etc. stored on the premises. Contractor shall obtain and pay for use of any additional storage or work area needed for its operations. Contractor shall move all stored material, equipment, tools, etc., which interfere with the work.
- .4 Contractors and A/E may not interfere with lawfully conducted inspections or site visits by properly identified representatives of regulatory agencies or collective bargaining units. Notwithstanding the above, GSU's security regulations shall be observed.
- .5 All contractors employees, trades persons and visitors shall comply with personal protection regulations, including hard hats.
- .6 All visitors to hazardous waste or asbestos abatement projects must provide proof of OSHA respirator fit-testing, medical examination, and proof of proper certification to enter contaminated areas. Disposable clothing will be provided and disposed of by the abatement contractor.
- .7 Contractor shall provide and maintain appropriate fences, barricades, and/or security locking to limit resident access to excavations, construction areas, construction storage and field offices.
- .8 Additional requirements may be listed in Sections 01530 Barriers & Enclosure and 01540 Security of the project manual.

**01502 FIRE SAFETY**

- .1 Contractors shall not burn debris and waste on the site. Open flame heaters shall not be used.

### **01503 TREE AND PLANT PROTECTION**

- .1 The Contractor shall preserve and protect existing trees and plants at and adjacent to the site which are designated to remain. The responsible contractor shall replace or repair trees and plants designated to remain that have been damaged or destroyed due to its construction operations.

### **01504 STORAGE AND PROTECTION**

- .1 **Material Storage.** Unless otherwise specified in the project manual, Contractor shall provide and maintain storage, protection and security for stored materials and equipment on and off the site. The Contractor shall comply with manufacturers' recommendations. Storage shall be where authorized by A/E and for user occupied facilities, GSU.

### **01525 CONSTRUCTION AIDS**

Unless specified otherwise in the project manual, Contractor is responsible for providing and maintaining all the construction aids required for its work. The A/E's review is required for any aids, such as enclosures or barriers that may damage other work. The Contractor is responsible for any repair of any damage to the work or the existing facility caused by any construction aids.

### **01540 SITE SECURITY**

- .1 Contractor, shall require reasonable proof of identification and signature of all visitors on a log. The premises shall be protected from entry of any unauthorized persons.
- .2 Contractor shall protect the work, stored materials, and construction equipment from theft and vandalism. At GSU's occupied sites, the Contractor shall protect GSU's operations from theft, vandalism or damage from the Contractor's work.
- .3 Site security shall commence upon initial mobilization of the work and be maintained until substantial completion.
- .4 Additional requirements for site security may be listed herein and in Section 01530 Barriers and Section 01541 Security of the project manual.

### **01545 INTERIM LIFE SAFETY MEASURES**

- .1 Contractor shall be responsible, as it may relate to its work, for preserving the fire safety integrity of existing facilities which are occupied during construction. The following actions shall be taken when applicable to compensate for any hazards posed by contract activities.
  - A. Ensuring that required exits are free of any obstructions.
  - B. Ensuring free and unobstructed access to emergency departments/services and emergency forces.
  - C. Ensuring that fire alarm, detection, and suppression systems, not specified to be disconnected, are not impaired. Temporary systems shall be provided when any fire system is impaired.
  - D. Ensuring that temporary construction partitions are smoke tight and built of non-combustible materials.
  - E. Ensuring compliance with applicable user agency regulations regarding the use of open flames and smoking.

## **01550 ACCESS ROADS AND TRAFFIC CONTROLS**

- .1 Temporary Access:** Contractor shall provide and/or maintain vehicular access to site and within site construct and maintain roads, drives, walk, and parking facilities to provide uninterrupted access to construction offices, mobilization, work, storage areas and other areas required for execution of the contracts, locate as specified or as approved by the A/E and GSU.
- .2 Existing Pavements:** Existing streets, drives, and parking areas may be used for construction traffic only if specified or approved in writing by the Using Agency. Maintain existing construction. Do not allow heavy vehicles or construction equipment in parking areas. Repair or replace all portions damaged during construction work progress. Restore to original or specified condition prior to final acceptance.
- .3 Traffic Control:** Contractor shall provide and maintain equipment traffic control and protective devices to expedite the work. Comply with IDOT regulations for public roads and construction sites.
- .4** Additional or modified requirements may be listed in Section 01550 Access Roads & Parking Areas of the project manual.

## **01560 TEMPORARY ENVIRONMENTAL CONTROLS**

- .1** Contractor provide controls over environmental conditions at the construction site and maintain until substantial completion.
- .2 Dust Control.** Provide dust control materials to minimize dust from construction operations.
- .3 Water Control.** Control surface water to prevent ponding or damage to the project, the site or adjoining properties. Provide, operate and maintain pumps as required.
- .4 Pest Control.** Provide rodent control for construction and storage areas. When the use of a rodenticide is deemed necessary, submit a copy of a proposed program to A/E with a copy to GSU.
- .5 Pollution Control.** Prevent the discharge of noxious substances from construction operations. Provide equipment and personnel to perform emergency measures to contain spillage and to remove contaminated soils or liquids. Take measures necessary to prevent pollutants from entering public waters.
- .6 Erosion Control.** Plan and execute construction and earthwork in a manner to control surface drainage from cuts and fills, and from borrow and waste disposal areas and to prevent erosion and sedimentation. Provide temporary control measures such as berms, dikes and drains. Provide temporary control measures to prevent silting or runoff of silt or sediment from site.
- .7 NPDES Permits.** When applicable, cooperate with A/E and GSU in obtaining and complying with National Pollutant Discharge Elimination System permits.
- .8 Vegetation Control.** Vegetation shall be cut to eight (8) inches maximum height and trimmed close to fences, buildings and other obstacles.

## **01561 CONSTRUCTION CLEANING**

- .1** Contractor shall provide regular cleaning and disposal of construction waste from the project site. Provide covered containers for deposit of waste and rubbish.

.2 Remove debris and rubbish from pipe chases, plenums, attics, crawlspaces, and other closed spaces, prior to closing the space.

.3 Clean interior areas prior to start of surface finishing. Maintain to protect new finishes.

#### **01600 PROJECT COMPLETION**

#### **01650 STARTING OF SYSTEMS/COMMISSIONING**

.1 Contractor shall conduct a thorough and systematic performance test of each element and total system in the presence of the A/E and GSU. Demonstrate that all systems comply with the requirements of the contract documents. Test all control, alarm and specialty systems including boilers, chillers, motor controls, building automation, power distribution, lighting, compressors, standby power and special mechanical systems. Correct or adjust all deficiencies in operation and retest as directed by A/E or GSU.

#### **01651 TRAINING**

.1 Provide formal training in operation and maintenance of all building systems. Provide preliminary O & M manuals to serve as the basis for GSU training. Submit records of dates, duration of each training session, material covered and documented attendance of GSU..

#### **01660 SUBSTANTIAL COMPLETION**

.1 When Contractor considers work substantially complete, and after building commissioning and training, submit written notice to A/E that work, or designated portion thereof, is substantially complete. Include a Contractor prepared list of items to be completed or corrected along with all submittals required for substantial completion: record of user training and commissioning, operating and maintenance data, guarantees, warranties and bonds, keys, and keying schedule.

.2 The A/E and GSU will make a preliminary inspection within seven (7) business days after receipt of Contractor's notice. If it is determined that work is substantially complete, the A/E will schedule a substantial completion.

.3 Following the inspection, the A/E will prepare and process a substantial completion package that contains:

- A. certificate of substantial completion;
- B. date of substantial completion;
- C. punch list of items to be completed or corrected;
- D. the time within which punch list items shall be completed or corrected;
- E. date and time GSU will take occupancy of the project;
- F. responsibilities of GSU and Contractor for insurance; utility payments; operation and maintenance of mechanical, electrical and other systems; maintenance and cleaning; and security; and
- G. signatures, indicating approval of: A/E, Contractor(s), GSU

.4 The Contractor shall complete all work listed for completion or correction within designated time. Perform final cleaning. GSU will occupy the project or designated portions under provisions stated in the certificate of substantial completion.

## **01700 CLOSEOUT**

### **01710 FINAL COMPLETION**

- .1** The Contractor shall submit written declaration to GSU and A/E that the work complies with all aspects of contract documents and that all items on substantial completion punch list have been completed. Certify that all adjustments to materials, equipment or systems as a result of building commissioning, are complete. Remove all tools, construction equipment and surplus materials.
- .2** Submit the following:
  - A. project record documents;
  - B. certificates of inspection for elevators, boilers, plumbing, and systems which require local government inspection;
  - C. Warranties for punch list items.
- .3** The A/E and GSU will make final inspection with Contractor to verify completion. When A/E considers that all work is finally complete, contract closeout documents shall be prepared.

### **01715 FINAL CLEANING**

- .1** At completion of work, or when directed by the A/E and GSU remove all waste, debris, rubbish, tools, construction aids, fences, barriers, temporary utilities, equipment, machinery and surplus materials.
- .2** Clean and repair all exposed surfaces including windows. The work is to be left clean and ready for occupancy. Repair, patch, and touch up marred surfaces to specified finish, to match adjacent surfaces. Broom clean all exposed concrete and paved surfaces. Mop all hard surface flooring. Vacuum clean all carpet.
- .3** Replace air handling filters if units were operated during construction. Vacuum clean ducts, blowers and coils when directed by A/E.
- .4** Maintain until project or designated portion is accepted by GSU.

### **01720 PROJECT RECORD DOCUMENTS**

- .1** Maintain, protect and keep current the following; one copy of contract drawings, project manual, addenda, approved shop drawings and product data, other modifications to contract, field test records, all schedules and correspondence file at site.
- .2** Label each document "PROJECT RECORD DOCUMENTS." Legibly record actual construction: depths of foundations; horizontal and vertical location of underground utilities, referenced to permanent surface improvements; location of internal utilities and appurtenances concealed in construction; field changes of dimension and detail and changes made by change order.
- .3** Make documents available at all times for inspection by A/E and GSU.
- .4** At completion of project deliver record documents, including as-built drawings, to GSU. Accompany submittal with transmittal letter. Include name and number of each record document and obtain a signed receipt.

## **01730 OPERATING AND MAINTENANCE MANUALS**

- .1** Each Contractor shall compile product data related to the maintenance and operation of products and equipment provided under the contract. Provide O & M information for products specified in Schedule 01730 and specific work sections of the project manual. Each manual shall include a typewritten table of contents for each volume, arranged in project manual order. For each product, include the name, address and telephone number of subcontractor, maintenance contractor, and parts vendor. Supplement product data with drawings to clearly illustrate the relationship of component parts and control and flow diagrams. Include a copy of each warranty, bond, and service contract. Submit two copies of each manual.
  
- .2 For Materials and Finishes.** Provide full information on products, including catalog number, size, composition, color and texture designations, and information for reordering special-manufactured products. Provide manufacturer's recommendations for cleaning agents/methods and recommended cleaning and maintenance schedule.
  
- .3 For Equipment & Systems.**  
  
Provide operating characteristics and limiting conditions; performance curves, engineering data, and tests.
  - A.** Include operating procedures: start-up, break-in, routine and normal operating instructions; regulation, control, stopping, shutdown, and emergency instructions; summer and winter operating instructions; maintenance procedures; servicing and lubrication schedule.
  
  - B.** Provide manufacturer's operating and maintenance instructions; sequence of operation by control manufacturer; manufacturer's parts list, illustrations, assembly drawings, and diagrams for maintenance; predicted life of parts subject to wear; recommended spare parts.
  
  - C.** Provide as-installed control diagrams by control manufacturer. Contractor's coordination drawings with color-coded piping diagrams; charts of valve tag numbers, with location and function of each valve.
  
- .4 For Electric and Electronic Systems.** Provide circuit directories of panel boards and color-coded wiring diagrams.

## **01740 WARRANTIES AND BONDS**

- .1** Contractor shall assemble executed warranties and bonds. Submit one original signed copy, bound with a table of contents, GSU for approval and transmittal to the Using Agency. See Schedule 01740 of the project manual and 00780 of this document.

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**GOVERNORS STATE UNIVERSITY**

MCC, Electrical Distribution, and BAS Upgrades

University Park, Illinois

Date: March 7, 2008

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