

**INSTRUCTIONS TO A/E'S REGARDING
THIS FRONT END DOCUMENT FORM:**

- Print off a new set of front end documents from this web site each time you compile a manual. These documents periodically change, so you must be sure you have a current set of documents each time you create a manual.
- Do not change any information in black font. Only change items in red font.
- Everything that is highlighted in red will need modification. Read what it says and make changes accordingly. Once you have made the changes, highlight over it and change the font to black. To do this, go to Format then click on Font and change font color to black.
- If you have any questions regarding this form, contact Danielle Green at 217-581-5599 or email to: dmgreen@eiu.edu.

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

Section 00020
Invitation for Bids

Project: Eastern Illinois University (Project Name)
Charleston, Illinois

Owner: Board of Trustees of Eastern Illinois University
Charleston, Illinois 61920
Contact: (Contact Name)
Phone: (Contact Phone)

Eastern Illinois University is accepting bids for the above project. Sealed bids will be received until (insert date), 2:00 P.M. prevailing time in the Department of Procurement, Disbursements and Contract Services, Room 1135 Old Main, at which time they will be opened and read publicly.

A “pre-bid” conference will be scheduled at (insert location) at (insert time and date).

Scope of Work

(Brief summary of scope of work)

Drawings and Specifications

Drawings and specifications on file for reference at the following locations:
(Name, and location where drawings and specifications are located for reference)

Drawings and specifications for this project may be obtained from:
(Name, location and phone number where drawings may be obtained)

All bids from Contractors must be on the “Bid Proposal Form” included in the Project Manual. Bidders must submit their bids in accordance with the bidding instructions in Section 00100. The entire Bid Form must be completed in order to be considered.

Bid security in a dollar amount equal to five percent of the bid submitted must accompany each bid in accordance with the Instructions to Bidders. Each bidder must have completed the qualification requirements in accordance with the Instructions to Bidders. Statutory Bonds for performance of the contract and for payment of mechanics and materials will be required in an amount equal to 100 percent of the accepted bid.

Bids will be held good and may not be withdrawn for a period of ninety (90) calendar days from the date of receipt.

All contractors must pay employees involved with construction on this project not less than the prevailing wage rate.

Eastern Illinois University specifically reserves the right to reject any or all bids and to waive any informalities in the bidding and to accept bids which, in its judgment, will be for its own best interest.

Bidders are advised approximately thirty to sixty days may elapse between a vendor’s submission of bill and the payment of such bill.

Bidders shall comply with the Illinois State Procurement Code 30 ILCS 500/20-160 which requires that each business entity (i) whose aggregate bids and proposals on State contracts annually total more than \$50,000, (ii) whose aggregate bids and proposals on State contracts combined with the business entity’s aggregate annual total

value of State contract exceed \$50,000, or (iii) whose contracts with State agencies, in the aggregate, annually total more than \$50,000 shall register with the State Board of Elections in accordance with Section 9-35 of the Election Code. Bidders are required to provide a copy of the certificate of registration with their bid.

Bidders shall identify the names and addresses of all first tier subcontractors receiving contracts estimated to be \$50,000 or more. If awarded the contract, Vendor shall include the anticipated amount of money each subcontractor is expected to receive.

End of Section

**SECTION 00100
INSTRUCTIONS TO BIDDERS**

A. Preparation of Bid

All bids must be submitted on the bid form contained herein. **TELEPHONE, TELEFAX, OR EMAIL BIDS WILL NOT BE ACCEPTED.**

B. Delivery of Bid

Vendors must submit three copies of their bid in a sealed envelope addressed to:

Department of Procurement, Disbursements and Contract Services
1135 Old Main
Eastern Illinois University
600 Lincoln Avenue
Charleston, Illinois 61920

On the outside of the envelope, in the lower, left-hand corner must appear:

SEALED BID

Project: (Insert Project Name)

Vendor Name: _____

Bid Opening: (Insert Bid Due Date) at 2:00 p.m. prevailing time.

All bids received after the specified time will be marked "received too late for consideration," and will be returned to the Vendor unopened if requested by the Vendor within 15 days.

C. Bid Security

All bids shall be accompanied by a bid deposit in the form of a certified check, bank draft or cashier's check payable to the Board of Trustees of Eastern Illinois University in an amount equal to 5% of the bid. A bid bond will be acceptable in lieu of the foregoing. If a vendor is not one of the three lowest qualified vendors, the bid deposit will be returned to the vendor as soon as is practicable after the bid opening. The three lowest qualified vendors' deposits will be returned as soon as possible after the contract is awarded or, if performance security is required, as soon as the successful vendor has filed acceptable performance security.

D. Withdrawal or Modification of Bids

A bidder may withdraw or modify a bid or proposal if notice of the withdrawal or modification is received by the State Purchasing Officer (SPO) before the latest time specified for receipt of bids. Any such modification or withdrawal, however, must be made in writing and received by the SPO prior to the scheduled bid. When time is of the essence, the SPO may agree to receive modifications or withdrawals by printed form conveyed by facsimile or by telephone. An originally signed written confirmation of a telephone modification or withdrawal shall be mailed or delivered by the bidder on the same day. Withdrawal of bids after bid opening will not ordinarily be permitted; however, in those cases where, in the judgment of the University, based on clear and demonstrable evidence, the bidder has made a bona fide error in the preparation of the bid and such error will result in a substantial loss to the bidder, an exception may be made.

E. Reservation of Rights

The Board of Trustees of Eastern Illinois University reserves the right to reject any or all bids, to waive informalities in the bids, and to accept the bid which it considers to be in the best interest of the University. The Board of Trustees of Eastern Illinois University reserves the right to order more or less of the quantities specified and may not order all of the equipment depending upon budgetary restrictions.

Any solicitation may be canceled when the SPO believes cancellation to be in the University's best interest. Nothing shall compel the award of a contract.

F. Laws and Regulations

The vendor's attention is directed to the fact that all applicable state laws, municipal ordinances, 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 herein written out in full. Vendor's signatures shall be construed as acceptance of and willingness to comply with all provisions of the Illinois Procurement Code, acts of the General Assembly of the State of Illinois relating to the Department of Human Rights Act, previously the Illinois Fair Employment Practices Act, Prevailing Wage Act for workers in our area, preference to citizens of the United States and residents of the State of Illinois, and discrimination and intimidation of employees; also Administrative Code, Title 56: Labor and Employment; Chapter I: Department of Labor; Subchapter b: Regulation of Working Conditions; Part 350 Health and Safety. Provisions of said acts are hereby incorporated by reference and become a part of this bid and specification.

G. Obligation of Vendor

Each vendor must inform themselves fully of the conditions relating to the project and the employment of labor thereon. Failure to do so will not relieve a successful vendor of their obligation to furnish all materials and labor necessary to carry out the provision of their contract.

All work shall be conducted so as not to interfere with normal operations of Eastern Illinois University.

At the time of the opening of bids, each vendor will be presumed to be thoroughly familiar with the plans and contract documents (including all addenda). The failure or omissions of any vendor to examine any form, instrument or document shall in no way relieve any vendor from any requirement nor allow any additional compensation because of their failure to thoroughly inform themselves regarding all conditions involved in the performance of the work.

The vendor must give complete specifications for any substitutions offered. All bids shall be submitted without modification or reservations on the accompanying schedule of items and bid form with each space properly filled in.

Any explanation or statement which the vendor wishes to make must be placed in the same envelope and attached to the bid. Unless the vendor so indicates, it is understood that the vendor has bid in strict accordance with the specifications and schedule and has made no substitutions.

H. Alternates

Manufacturer's trade names are used in specifications for the express purpose of establishing a standard of quality and coordination of design, not for the purpose of limiting competition.

Vendors bidding on other than the items specified must submit with their bid catalog cuts, pictorially portraying that on which they are bidding together with detailed specifications as an easy review to design and construction difference. All sizes of equipment must be as specified, and all pieces of equipment must include or have those features which are set forth in the specifications.

Alternates will not be evaluated except as an "add" or "deduct" to the base bid.

I. Execution of Bids

In order to provide for increases or decreases in the quantity specified, because of changes in requirements or conditions, vendors are encouraged to indicate, in the spaces provided, both unit and total amounts. In the event vendor does not supply unit costs, it will be assumed the unit cost is the total cost divided by the quantity specified. Failure to indicate unit costs will not result in a technical

disqualification.

J. Firm Quotations

Prices quoted shall be firm for a period of **one hundred twenty (120)** days after date established for the opening of bids.

K. Scope of Work

Furnish all labor and materials required to complete the project.

L. Taxes

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

M. Addenda and Interpretation

No interpretation of the meaning of plans, specifications or other pre-bid documents will be made to any vendor orally. The Board of Trustees of Eastern Illinois University will not be responsible for any interpretation of the documents other than written addenda signed by the architect/engineer. All correspondence must be addressed to the architect/engineer.

N. Security for Faithful Performance

Simultaneously with the delivery of the executed contract, the vendor shall furnish a surety bond or bonds in the amount of 100% of this contract as security for faithful performance of this contract and for the payment of all persons performing labor on the project under this contract and furnishing materials in connection with the contract, as specified in the Supplemental Conditions included herein. The surety on such bond or bonds shall be a duly authorized surety company satisfactory to the Board of Trustees of Eastern Illinois University.

The bond shall be executed on AIA Form A312 and three (3) copies shall be delivered to the Director, Department of Procurement, Disbursements and Contract Services at the time the contract is executed.

Each bond securing a contract between the University and any contractor shall be deemed to contain the following provisions whether such provisions are inserted in such bond or not:

"The principal and sureties on this bond agree that all the undertakings, covenants, terms, conditions and agreements of the contract or contracts entered into between the principal and the State or any political subdivision thereof will be performed and fulfilled and to pay all persons, firms and corporations having contracts with the principal or with subcontractors, all just claims due them under the provisions of such contracts for labor performed or materials furnished in the performance of the contract on account of which this bond is given, when such claims are not satisfied out of the contract price of the contract on account of which this bond is given, after final settlement between the officer, board, commission or agent of the State or of any political subdivision thereof and the principal has been made.

"Upon the default of the principal with respect to undertakings, covenants, terms, conditions, and agreements, the termination of the contractor's right to proceed with the work, and written notice of that default and termination by the State or any political subdivision to the surety ("Notice"), the surety shall promptly remedy the default by taking one of the following actions:

1. The surety shall complete the work pursuant to a written takeover agreement, using a completing contractor political subdivision; or
2. The surety shall pay a sum of money to the obligee, up to the penal sum of the bond that represents the reasonable cost to complete the work that exceeds the unpaid balance of the contract sum.

The surety shall respond to the Notice within 15 working days of receipt indicating the course of action that it intends to take or advising that it requires more time to investigate the default and select a course of action. If the surety requires more than 15 working days to investigate the default and select a course of action or if the surety elects to complete the work with a completing contractor that is not prepared to commence performance within 15 working days after receipt of Notice, and if the State or any political subdivision determines it is in the best interest of the State to maintain the progress of the work, the State or any political subdivision may continue to work until the completing contractor is prepared to commence performance. Unless otherwise agreed to by the procuring agency, in no case may the surety take longer than 30 working days to advise the State or political subdivision on the course of action it intends to take. The surety shall be liable for reasonable costs incurred by the State or any political subdivision to maintain the progress to the extent the costs exceed the unpaid balance of the contract sum, subject to the penal sum of the bond.”

O. Power of Attorney

Attorneys-in-fact who sign contract bonds must have their signatures notarized and must file with each bond a certified and effectively dated copy of their power of attorney.

P. Subcontractors

The contractor shall submit a list of names and addresses of all subcontractors to be utilized by the contractor in the performance of the contract, together with the anticipated amount of money each subcontractor is expected to receive pursuant to the Contract. For purposes of this section, “subcontractors” are those specifically hired to provide to the contractor or another subcontractor some or all of the goods, services, property, remuneration, or other forms of consideration that are the subject of this Contract, including sublessees from a lessee of a State agency (See Section 00300).

Q. Employee Utilization

Contractor shall complete and submit the Employee Utilization Form for Construction. This form shall be submitted with or attached to the bid. The form must be present prior to award of any contract (See Section 00300).

R. Site Visits

Before submitting bids for this work, each bidder will be held to have examined the premises and satisfied themselves as to the conditions existing and under which they will be obliged to operate, or that will in any manner, affect the work of this contract.

No allowance will be made subsequently in this connection on behalf of the contractor for any error or negligence on their part. The contractor agrees to accept the existing conditions as found at the time of signing of contract.

No special arrangements are required to make the site visit. Parking permits are required to park on campus.

S. Illinois Office (P.A. 097-0369)

Regarding construction contracts: Bidder certifies they shall maintain an Illinois office as the primary place of employment for persons employed in the construction authorized by the contract.

T. Prevailing Wage Rates

The Prevailing Wage Act, 820 ILCS 130 states that “It is the policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of similar character in the locality in which the work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works”. As the awarded contractor, subcontractor, or the officer of the public body in charge of the project you shall keep or cause to be kept, an accurate record showing the names and occupation of all laborers, workers and mechanics employed, in connection with said

public work, and showing also the actual hourly wages paid to each of such persons, which record shall be sent to Eastern Illinois University, Facilities Planning and Management, Charleston, Illinois 61920, upon request.

The current prevailing wage schedule for Coles County, Illinois can be found at:
<http://www.state.il.us/agency/idol/rates/rates.HTM>.

U. Employment of Illinois Workers on Public Works Act (30 ILCS 570)

Pursuant to the Employment of Illinois Workers on Public Works Act, Vendor shall employ Illinois labors on all public works projects or improvements, or for the clean-up and on-site disposal of hazardous waste whenever there is a period of excessive unemployment in Illinois, pursuant to the guidelines and exceptions in 30 ILCS 570/0.01 et. seq. 2010.

V. Bid Evaluations

The contract shall be awarded with reasonable promptness by written notice to the lowest responsible and responsive bidder whose bid meets the requirements and criteria set forth in the invitation for bids.

W. Post-Award Requirements

Within ten (10) business days after notice of award, the vendor shall furnish three (3) copies each of the following documents bearing original signatures:

1. Contract executed by contractor;
2. Performance Bond; and
3. Labor and Material Payment Bond.

Within twenty (20) business days after notice of award, the vendor shall furnish two (2) copies each, one (1) hard copy and one (1) electronic copy, of the following documents:

1. Contract executed between contractor and subcontractor;
2. Certificate of Insurance, refer to Section 00300;
3. Subcontractor certifications; and
4. Subcontractor disclosures.

X. Payments to Contractor

Contractor shall submit an itemized invoice for payment supported by such substantiating data as the Board of Trustees of Eastern Illinois University or Eastern Illinois University shall require. Eastern Illinois University pays all invoices in accordance with the State of Illinois Prompt Payment Act (30 ILCS 540).

Y. Certified Payroll

Per Public Act 094-515, State law now requires all contractors and subcontractors working on state construction projects to submit certified payroll records to the public body in charge of the project. Contractors must submit these records once a month. The payroll records must include all workers employed by contractors on the public works project.

**SECTION 00300
BID FORM**

BIDDERS MUST SUBMIT THREE COPIES OF THEIR BID

Project: **(Insert Project Name)**
Eastern Illinois University
Charleston, IL 61920

Bidder's Name: _____

Bidder's Address: _____

A. Acknowledgement: By placing a check mark in front of each item, The Bidder acknowledges receipt of the following items for the project listed above:

_____ **1.** Project Manual Dated: _____

_____ **2.** Drawings Dated: _____

_____ **3.** Addenda: No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

_____ **4.** Examined the site and all bidding documents

_____ **5.** Accepts the provisions of the bidding instructions and proposes to accomplish all work in accordance with the Contract and Bid Documents.

_____ **6.** To hold the bid open for ninety (90) calendar days after the bid opening

_____ **7.** **BID BOND:** Accompanying this bid is a certified check (Bid Bond) in the amount of \$_____, payable to Eastern Illinois University, which is to be forfeited as liquidated damages in the event that this bid is accepted and the undersigned fails to execute the contract, and furnish a Labor and Material Payment Bond and a Performance Bond under the conditions and within the time specified in this bid. Otherwise, said Bid Bond or certified check is to be returned to vendor. The Bid Bond shall be equal to at least five percent (5%) of the total bid.

_____ **8.** **LABOR AND MATERIAL PAYMENT BOND AND PERFORMANCE BOND:** If awarded a contract, to deliver to the University through the Architect/Engineer, with the signed contracts, a satisfactory a Labor and Material Payment Bond and Performance Bond in a form (with a bonding company) acceptable to the University in an amount equal to one hundred percent (100%) of the Contract Sum. The Labor and Material Payment Bond and Performance Bonds shall be furnished within ten (10) days from the date when the contract is awarded. The

University reserves the right, after receiving the bids, to waive the Labor and Material Payment Bond and Performance Bond.

- _____ 9. The Contractor hereby states that they will perform the work of the following major trades directly without employment of subcontractors (Use additional pages if necessary):

10. If awarded a contract, to execute a satisfactory agreement between contractor and subcontractors and to provide the following information from all subcontractors:

_____ 10.1. Certificate of Insurance

_____ 10.2. Certifications (only on subcontract amount exceeds \$50,000.00)

_____ 10.3. Disclosures (only on subcontract amount exceeds \$50,000.00)

- B. The contractor, having examined the specifications, drawings and related documents for the above project and being familiar with all of the conditions affecting the proposed project, including the availability of material and labor, hereby proposes to furnish all labor, materials and supplies in accordance with the Bid Documents at the price stated below. These prices are to cover all expenses incurred in performing the work required under the contract, of which this bid is a part.

- C. **BASE BID** _____ Dollars
(\$ _____)

The Base Bid shall be broken down as follows:

<u>Installation Item No.</u>	<u>Type of Work</u>	<u>Total Bid</u>
		\$ _____

Alternates:

*****MODIFY AS REQUIRED TO SUIT PROJECT*****

- D. **UNIT PRICES** (For adjustments to the quantities of work. Refer to Section 01030.)

*****INSERT UNIT PRICES AS REQUIRED OR DELETE ENTIRELY*****

- E. **REQUIRED DOCUMENTS:** The following completed forms shall be submitted with your bid:

- _____ 1. Bidder's Resume
- _____ 2. Performance Bond Letter
- _____ 3. Labor and Material Payment Bond Letter

- _____ 4. **Certifications**
- _____ 5. **W-9 Form**
- _____ 6. **Vendor Disclosure of Financial Interest Form**
- _____ 7. **State of Illinois Drug Free Certification Form**
- _____ 8. **BEP Goals Form**
- _____ 9. **Utilization Plan**
- _____ 10. **Certificate of Insurance (as outlined in Insurance Requirements form)**
- _____ 11. **Subcontractor List**
- _____ 12. **Board of Elections Certificate**

F. BIDDER'S ENDORSEMENT: The Bidder certifies that this bid has been prepared under their personal supervision with their full knowledge.

Vendor Name: _____ (SEAL)

Printed Name of
Corporate Officer,
Partner or Sole Owner: _____

Title: _____

Signature: _____ Date: _____ (SEAL)

Business Address: _____

Phone: _____ Fax: _____

Email: _____

BIDDER'S RESUME

List a minimum of four jobs of similar type and scope performed in the last five years:

1. Owner: _____

Building: _____

Address: _____

Phone: _____ Email: _____

Architect/Engineer: _____

2. Owner: _____

Building: _____

Address: _____

Phone: _____ Email: _____

Architect/Engineer: _____

3. Owner: _____

Building: _____

Address: _____

Phone: _____ Email: _____

Architect/Engineer: _____

4. Owner: _____

Building: _____

Address: _____

Phone: _____ Email: _____

Architect/Engineer: _____

PREQUALIFICATION FORM – PERFORMANCE BOND LETTER

BOARD OF TRUSTEES
EASTERN ILLINOIS UNIVERSITY
CHARLESTON, ILLINOIS 61920

(Date)

To whom it may concern:

Through this Agency, _____
(Name of Bidder)

of _____ has advised
(Business Location of Bidder)

_____ that the Board of Trustees
(Name of Proposed Surety)

of Eastern Illinois University is receiving bids at _____
(Place where bids are to be reviewed)

_____ on the _____ day of _____, 20

for work to be done at _____
(Location of Improvement)

_____, _____
(Name of Bidder)

has also advised that _____ s/he _____ (it) is (are) submitting a bid

for _____. In the event the bid of
(Type of Work)

_____ is accepted and contract awarded to this bidder,
(Name of Bidder)

_____, will issue a
(Name of Surety Company)

performance bond for said work on AIA Form A312.

(Signed) _____
(Surety Company)

PREQUALIFICATION FORM – LABOR AND MATERIAL PAYMENT BOND LETTER

BOARD OF TRUSTEES
EASTERN ILLINOIS UNIVERSITY
CHARLESTON, ILLINOIS 61920

(Date)

To whom it may concern:

Through this Agency, _____
(Name of Bidder)

of _____ has advised
(Business Location of Bidder)

_____ that the Board of Trustees
(Name of Proposed Surety)

of Eastern Illinois University is receiving bids at _____
(Place where bids are to be reviewed)

_____ on the _____ day of _____, 20

for work to be done at _____
(Location of Improvement)

_____, _____
(Name of Bidder)

has also advised that _____s/he _____(it) is (are) submitting a bid

for _____. In the event the bid of
(Type of Work)

_____ is accepted and contract awarded to this bidder,
(Name of Bidder)

_____, will issue a
(Name of Surety Company)

labor and material payment bond for said work on AIA Form A312.

(Signed) _____
(Surety Company)

STOP - Please read the following instructions carefully.

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

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

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

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

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

**Request for Taxpayer
Identification Number and Certification**

**Give Form to the
requestor. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶-----

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part 1 instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Social security number

- -

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

-

Part II Certification

Under penalty of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA) and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign-person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

STATE OF ILLINOIS DRUG FREE WORKPLACE CERTIFICATION

This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 et seq). The Drug Free Workplace Act, effective January, 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of \$5,000 or more from the State. The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(A) Publishing a statement:

- (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
- (2) Specifying the actions that will be taken against employees for violations of such prohibition.
- (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(B) Establishing a drug free awareness program to inform employees about:

- (1) the dangers of drug abuse in the workplace;
- (2) the grantee's or contractor's policy of maintaining a drug free workplace;
- (3) any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) the penalties that may be imposed upon an employee for drug violations.

(C) Providing a copy of the statement required by subparagraph (A) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(D) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (b) of Paragraph (3) of subsection (A) above from an employee or otherwise receiving actual notice of such conviction.

(E) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by any employee who is so convicted, as required by section 5 of the Drug Free Workplace Act.

(F) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

(G) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Printed Name of Organization_____

Signature of Authorized Representative_____Date_____

Printed Name and Title_____

UTILIZATION PLAN

GOALS: The BEP goal for the project is 20% of the amount of the contract awarded by Eastern Illinois University (EIU). This goal can be achieved by any combination of percentages of the amount of the contract awarded by EIU.

INSTRUCTIONS: When goals are established, the Bidder shall include below, the names of certified minority / female owned business enterprises which will perform at least the percentage of the work specified in the Goals statement (see above). Refer to the Capital Development Board web site for BEP owned business enterprises (www.cdb.state.il.us).

BEP SUBCONTRACTOR/SUPPLIER FIRMS, INCLUDING ADDRESS AND TELEPHONE NUMBER, TO BE UTILIZED IN REGARD TO THIS CONTRACT.

(Attach additional sheet if needed)

Name of BEP Firm Address City, State & Zip	Telephone Number	BEP Denotation Certified by CMS
		<input type="checkbox"/> MBE <input type="checkbox"/> FBE
		<input type="checkbox"/> MBE <input type="checkbox"/> FBE
		<input type="checkbox"/> MBE <input type="checkbox"/> FBE
		<input type="checkbox"/> MBE <input type="checkbox"/> FBE
		<input type="checkbox"/> MBE <input type="checkbox"/> FBE
		<input type="checkbox"/> MBE <input type="checkbox"/> FBE
		<input type="checkbox"/> MBE <input type="checkbox"/> FBE
		<input type="checkbox"/> MBE <input type="checkbox"/> FBE
		<input type="checkbox"/> MBE <input type="checkbox"/> FBE

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

1. Each of the subcontractors and suppliers listed qualifies under the provisions and definitions of the Business Enterprise Act as either a minority or female owned business.
2. The subcontract(s) which will be executed by the Bidder for the first level subcontractors and suppliers if the Bidder is awarded this contract by EIU will meet or exceed the specified BEP goals.

Company Name

Signature, Title

Date

SIGNATURE IS REQUIRED

UTILIZATION PLAN

The State of Illinois Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) (30 ILCS 575) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minority, female or who have disabilities.

Contract Goal to be achieved by the Vendor: This contract includes a specific Business Enterprise Program (BEP) utilization goal of **20%** based on the availability of certified vendors to perform the anticipated direct subcontracting opportunities of this contract. In addition to the other award criteria established for this contract, the University will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the certified vendor.

Following are guidelines for the Vendor's response in the Utilization Plan. A format for the utilization plan is included in this section. Vendor should include any additional information that will add clarity to the Vendor's proposed utilization of certified vendors to meet the targeted goal. The Utilization Plan must demonstrate that the Vendor has either met the contract goal or that it has made good faith efforts to do so.

At the time of proposal submission, the Certified Vendor may not yet be certified with CMS Business Enterprise Program; **however, the Certified Vendor must meet the eligibility requirements and be fully certified in the BEP Program before contract award.**

Visit <http://www2.illinois.gov/cms/business/sell2/bep/Pages/default.aspx> for complete requirements and to apply for certification in the Business Enterprise Program.

If applicable, the Plan should include an executed joint venture agreement specifying the terms and conditions of the relationship between the partners and their relationship and responsibilities to the contract. The joint venture agreement must clearly evidence that the certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel and equipment and share of the costs of insurance and other items; the scopes to be performed by the certified vendor's own forces and under its supervision; and the commitment of management, supervisory personnel and operative personnel employed by the certified vendor to be dedicated to the performance of the contract. Each joint venture partner must execute the proposal to the University.

An agreement between a vendor and a certified vendor in which the certified vendor promises not to provide subcontracting quotations to other vendors is prohibited. The University may request additional information to demonstrate compliance. The Vendor agrees to cooperate promptly with the designated University representative in submitting to interviews, allowing entry to places of business, providing further documentation, or soliciting the cooperation of a proposed certified vendor. Failure to cooperate may render the proposal non-responsive. A proposed contract will not be finally awarded until the Vendor's Utilization Plan is approved.

Certified Vendor Locator References: Vendors may consult the BEP Certified Vendor Directory at <https://www2.illinois.gov/cms/business/sell2/Pages/VendorSearch.aspx>, as well as the directories of other certifying agencies but subcontracting vendors must be certified as BEP vendors before the time of contract award.

Vendor Assurance: The Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by the Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the University deems appropriate. This assurance must be included in each subcontract that the Vendor signs with a subcontractor or supplier.

Calculating Certified Vendor Participation: The Utilization Plan documents work anticipated to be performed by all certified vendors and paid for upon satisfactory completion. Only the value of payments made for the work actually performed by certified BEP vendors is counted toward the contract goal. Counting guidelines are summarized below:

- 1) The value of the work actually performed by the certified vendor's forces shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the certified vendor's forces, including supplies purchased or equipment leased by the BEP vendor shall be counted, except supplies purchased and equipment rented from the Vendor.
- 2) A joint venture shall count the portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the work of the contract that the certified vendor performs with its forces toward the goal. A joint venture shall also count the dollar value of work subcontracted to other certified vendors. Work performed by the forces of a non-certified joint venture partner shall not be counted toward the goal.
- 3) When a certified vendor subcontracts part of the work of its contract to another firm, the value of the subcontracted work shall be counted toward the contract goal only if the certified vendor's subcontractor is a certified vendor. Work that a certified vendor subcontracts to a non-certified vendor will not count towards the goal.
- 4) A Vendor shall count towards the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a certified vendor manufacturer, regular dealer or supplier.
- 5) A Vendor shall count towards the goal the following expenditures to certified vendors that are not manufacturers, regular dealers or suppliers:
 - (a) The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the University to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - (b) The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer of or a regular dealer in the materials and supplies, provided that the fee is determined by the University to be reasonable and not excessive as compared with fees customarily allowed for similar services. The certified vendor trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
 - (c) The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the University to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 6) A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.
 - (a) A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The certified vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a

firm is performing a commercially useful function, the University shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.

- (b) A certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed in order to obtain certified vendor participation. In determining whether a certified vendor is such an extra participant, the University shall examine similar transactions, particularly those in which certified vendors do not participate, and industry practices.
- 7) A Vendor shall not count towards the goal expenditures that are not direct, necessary and proximately related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

Good Faith Effort Procedures: If the Vendor cannot meet the goal, the Vendor must document in the Utilization Plan its good faith efforts that could reasonably have been expected to meet the goal. The University will consider the quality, quantity, and intensity of the Vendor's efforts.

- 1) The following is a list of types of action that the University will consider as evidence of the Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of the University may be relevant in appropriate cases.
 - (a) Soliciting through all reasonable and available means (e.g., attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified vendors that have the capability to perform the work of the contract. The Vendor must solicit this interest within sufficient time to allow the certified vendors to respond to the solicitation. The Vendor must determine with certainty if the certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to bid. The Vendor must provide interested certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
 - (b) Selecting portions of the work to be performed by certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate certified vendor participation, even when the Vendor might otherwise prefer to perform these work items with its own forces.
 - (c) Making a portion of the work available to certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate certified vendor participation.
 - (d) Negotiating in good faith with interested certified vendors. Evidence of such negotiation includes the names, addresses, and telephone numbers of certified vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for certified vendors to perform the work. A Vendor using good business judgment will consider a number of factors in negotiating with certified vendors and will take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using certified vendors is not in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from certified vendors if the price difference is excessive or unreasonable.

- (e) Thoroughly investigating the capabilities of certified vendors and not rejecting them as unqualified without sound reasons. The certified vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids in the Vendor's efforts to meet the goal.
 - (f) Making efforts to assist interested certified vendors in obtaining lines of credit or insurance as required by the University, the Vendor or to perform the scope of work.
 - (g) Making efforts to assist interested certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.
 - (h) Effectively using the services of available minority/women community organizations; minority/women vendors' groups; local, state, and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of certified vendors.
- 2) In evaluating the Vendor's good faith efforts, the good faith efforts of other vendors to meet the goal on this solicitation or similar contracts may be considered.
 - 3) If the University determines that the Vendor has made good faith efforts to meet the goal, we will award the contract, provided that the Vendor is otherwise eligible for award. If the University determines that the Vendor has not made good faith efforts, we will notify the Vendor of that preliminary determination. The preliminary determination shall include a statement of reasons why good faith efforts have not been found, and may include additional good faith efforts that the Vendor could take. The Vendor shall have 5 business days to make the suggested good faith efforts and any other additional good faith efforts to meet the goal. The Vendor shall submit an amended Utilization Plan if additional certified vendor commitments to meet the goal are secured. If additional certified vendor commitments sufficient to meet the goal are not secured, the Vendor shall report the final good faith efforts made in the time allotted. All additional efforts taken by the Vendor will be considered. If the University determines that good faith efforts have not been made, it will notify the Vendor in writing of the reasons for its determination within 5 business days of receipt of the final Utilization Plan.

Contract Compliance: Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern the Vendor's compliance with the contractual obligations established by the Utilization Plan. After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract. If the Vendor did not succeed in obtaining enough certified vendor participation to achieve the goal, and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of certified vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.

- 1) The Utilization Plan may not be amended without the University's prior written approval.
- 2) The Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the University. Unauthorized changes or substitutions, including performing the work designated for a certified vendor with the Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. The Vendor must negotiate with the certified vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work, the certified vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work.

- 3) Substitutions of a certified vendor shall be permitted under the following circumstances:
 - (a) Unavailability after receipt of reasonable notice to proceed;
 - (b) Failure of performance;
 - (c) Financial incapacity;
 - (d) Refusal by the certified vendor to honor the bid or proposal price or scope;
 - (e) Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
 - (f) Failure of the certified vendor to meet insurance, licensing or bonding requirements;
 - (g) The certified vendor's withdrawal of its bid or proposal; or
 - (h) Decertification of the certified vendor.
- 4) If it becomes necessary to substitute a certified vendor or otherwise change the Utilization Plan, the Vendor must notify the University in writing of the request to substitute a certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. We will approve or deny a request for substitution or other change in the Utilization Plan within 5 business days of receipt of the request.
- 5) Where the Vendor has established the basis for the substitution to the University's satisfaction, it must make good faith efforts to meet the contract goal by substituting a certified vendor. Documentation of a replacement vendor, or of good faith efforts to replace the certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, the Vendor may substitute with a non-certified vendor.
- 6) If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, the Vendor must obtain the approval of the University to modify the Utilization Plan and must make good faith efforts to ensure that certified vendors have a fair opportunity to bid on the new scope of work.
- 7) A new subcontract must be executed and submitted to the University within 5 business days of the Vendor's receipt of our approval for the substitution or other change.
- 8) The Vendor shall maintain a record of all relevant data with respect to the utilization of certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least 5 years after the completion of the contract. Full access to these records shall be granted by the Vendor upon 48 hours written demand by the University to any duly authorized representative thereof, or to any municipal, state or federal authorities. The University shall have the right to obtain from the Vendor any additional data reasonably related or necessary to verify any representations by the Vendor. After the performance of the final item of work or delivery of material by a certified vendor and final payment to the certified vendor by the Vendor, but not later than 30 calendar days after such payment, the Vendor shall submit a statement confirming the final payment and the total payments made to the BEP vendor under the contract.
- 9) The University will periodically review the Vendor's compliance with these provisions and the terms of its contract. Without limitation, the Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information

or statements concerning compliance, certification status or eligibility of certified vendors, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the University to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.

- 10) The University reserves the right to withhold payment to the Vendor, to enforce these provisions, and the Vendor's contractual commitments. Final payment shall not be made on the contract until the Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

UTILIZATION PLAN

_____ (Insert Vendor Name) submits the following Utilization Plan as part of our proposal in accordance with the requirements of the Minority, Female, Persons with Disability Status and Subcontracting section of the

solicitation for _____ (Insert Solicitation Reference Number). We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.

_____ (Insert Vendor Name) makes the following assurance and agrees to include the assurance in each subcontract with a subcontractor or supplier utilized on this contract: We shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the University deems appropriate.

Vendor's person responsible for compliance:

Name: _____

Title: _____

Telephone: (_____) _____ extension _____

Email: _____

We submit one (1) of the following statements:

- ☐ We are certified (or are eligible and have applied to be certified) with BEP and plan to fully meet the BEP utilization goal through self-performance.
- ☐ We attach Section I to demonstrate our Plan fully meets the BEP utilization goal of _____% through subcontracting.
- ☐ We attach Section I to detail that we do not fully meet the BEP utilization goal. We also attach Section II, Demonstration of Good Faith Efforts.

SECTION I

UTILIZATION OF CERTIFIED VENDORS

Please submit a separate Section I for each proposed certified vendor.

To achieve the BEP utilization goal through subcontracting, the following is proposed:

The proposed certified vendor's company name, address and phone number:

At the time of submission, the above certified vendor is:

- ☐ Certified with the Business Enterprise Program (BEP)
- ☐ Meets the criteria and has submitted an application for certification with BEP (BEP certification must be completed before contract award)
- ☐ Certified as a disadvantaged, minority, or woman business enterprise with the following governmental agency or private organization (BEP certification must be completed before contract award):

- ☐ A detailed description of the commercially useful work to be done by this certified vendor is as follows:

- ☐ The total estimated cost to the University for this contract is \$_____.

The portion of the contract which will be subcontracted to this certified vendor is \$_____.

or _____% of the total cost of the contract.

- ☐ A notarized signed letter of intent between _____ (the Vendor) and

_____ (the certified vendor) detailing the work to be performed by the certified vendor and the agreed upon rates or prices, conforming to the Utilization Plan is included.

- ☐ A joint venture agreement is not required, as the arrangement between _____ and

- ☐ _____ is that of contractor/sub-contractor and not a joint venture.

or,

A joint venture agreement between _____ and

_____ is included in lieu of the letter of intent.

- ☐ The Vendor has not prohibited or otherwise limited _____ (certified vendor) from providing subcontractor quotes to other potential Respondents/vendors.

We understand that University may require additional information to verify our compliance and we agree to cooperate immediately in submitting to interviews, allowing entry to any of our office locations, providing further documentation, or soliciting the cooperation of our proposed certified vendor. We will maintain appropriate records relating to our utilization of the certified vendor including: invoices, cancelled checks, books of account, and time records.

SECTION II

DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE BEP SUBCONTRACTING GOAL

If the BEP subcontracting goal was not achieved, the Good Faith Efforts checklist (Section II A) and contacts log (Section II B) must be submitted with the solicitation response (or as otherwise specified by the University).

Failure to do so may render the Vendor's solicitation response non-responsive and cause it to be rejected, or render the Vendor ineligible for contract award, at our sole discretion. The Vendor will promptly provide evidence in support of its Good Faith Efforts to the University upon request.

Section II A – Good Faith Efforts Checklist

Insert on each line below the initials of the authorized Vendor representative who is certifying on behalf of the Vendor that the Vendor has completed the activities described below. **If any of the items below were not completed, attach a detailed written explanation why each such item was not completed.** If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed written explanation.

- ☐ Identified portions of the project work capable of performance by available BEP vendors, including, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP participation even when the Vendor could perform those scopes with its own forces.
- ☐ Solicited through reasonable and available means (e.g., written notices, advertisements) BEP vendors to perform the types of work that could be subcontracted on this project, within sufficient time to allow them to respond.
- ☐ Provided timely and adequate information about the plans, specifications and requirements of the contract. Followed up initial solicitations to answer questions and encourage BEP vendors to submit proposals or bids.
- ☐ Negotiated in good faith with interested BEP vendors that submitted proposals or bids and thoroughly investigated their capabilities.
- ☐ Made efforts to assist interested BEP vendors in obtaining bonding, lines of credit, or insurance as may be required for performance of the contract (if applicable).
- ☐ Utilized resources available to identify available certified vendors, including but not limited to BEP assistance staff; local, state and federal minority or women business assistance offices; and other organizations that provide assistance in the recruitment and placement of diverse businesses.

Section II B – Good Faith Efforts Contacts Log for Soliciting

BEP Sub-consultant, Subcontractor or Supplier Participation

Use this form to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of BEP sub-consultants, subcontractors and suppliers. Duplicate as needed. (It is not necessary to show contacts with certified vendors with which the Vendor reached an agreement to participate on this project, as shown on Section I of this Plan.)

Name of certified vendor firm	Date and method of contact	Scope of work solicited	Reason agreement was not reached

Letter of Intent (LOI)

Between Prime Vendor and Certified Vendor

Instructions: The Respondent is required to submit this signed and notarized Letter of Intent from each certified vendor identified on the Utilization Plan. LOIs must be submitted with the proposal and must be notarized by both parties. Submit a separate LOI for each proposed certified vendor. The amount and scope of work indicated on each LOI shall be the actual amount indicated on the Utilization Plan submitted with the proposal and approved by the University.

Changes to the Utilization Plan including substitution of certified vendors are permitted only after award of the contract and only with prior written approval of the University. A request for changes to the Utilization Plan must be submitted on the Request for Change of Utilization Plan Form for all levels of subcontracting. LOIs must be submitted for all additions of certified vendors to the Utilization Plan prior to the start of work.

Project Name _____ Project/Solicitation Number: _____

Name of Prime Vendor: _____

Address: _____
Street City State Zip Code

Telephone: (____) _____ Fax: (____) _____ Email: _____

Name of Certified Vendor: _____

Address: _____
Street City State Zip Code

Telephone: (____) _____ Fax: (____) _____ Email: _____

Type of agreement: ☐ Services ☐ Supplies ☐ Both Services/Supplies

Type of payment: ☐ Lump Sum _____ ☐ Hourly Rate _____ ☐ Unit Price _____

Period of Performance: _____ Proposed Subcontract Amount \$ _____

or Proposed % of Contract _____

Description of work to be performed by certified vendor:

List the governmental agency or private organization with whom the certified vendor is currently certified as a disadvantaged, minority, or woman business enterprise.

The prime vendor and the certified vendor above hereby agree that upon the execution of a contract for the above-named project between the prime vendor and the State of Illinois, the certified vendor will perform the scope of work for the price as indicated above.

Prime Vendor (Company Name and D/B/A):

Signature

Printed Name

Title: _____ Date: _____

Subscribed and sworn before me this

_____ day of _____, 20____

Notary Public

My Commission expires: _____

Certified Vendor (Company Name and D/B/A):

Signature

Printed Name

Title: _____ Date: _____

Subscribed and sworn before me this

_____ day of _____, 20____

Notary Public

My Commission expires: _____

**BIDDER'S EMPLOYEE UTILIZATION FORM
CONSTRUCTION**

Part I. IDENTIFICATION

IHRC Number _____

Name and Address of Bidder:

Description of Bid Project:

Duration of Project:

Agency: **Eastern Illinois University**

Date of Bid Opening:

PART II. WORK FORCE PROJECTION

- A. The undersigned bidder has analyzed minority group and female populations, unemployment rates and availability of workers for the location in which this contract work is to be performed, and for the locations from which the bidder recruits employees and hereby submits the following workforce projection including a projection for minority and female employee utilization in all job categories in the workforce to be allocated this contract.

TABLE A

*TOTAL Workforce Projection for Contract

TABLE B

JOB CATEGORIES	TOTAL EMPLOYEES		BLACK		SPANISH NAMED OR ORIGIN		**OTHER MINORITIES		APPRENTICES		ON-THE JOB TRAINEES		Current Employees To Be Assigned To Contract TOTAL MINORITIES			
	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
OFFICIALS (MANAGERS)																
SUPERVISORS																
FOREMEN																
CLERICAL																
EQUIPMENT OPERATORS																
MECHANICS																
TRUCK DRIVERS																
IRONWORKERS																
CARPENTERS																
CEMENT MASONS																
ELECTRICIANS																
PIPEFITTERS, PLUMBERS																
PAINTERS																
LABORERS, SEMI SKILLED																
LABORERS, UNSKILLED																
TOTAL																

TABLE C

APPRENTICES								
ON-THE-JOB TRAINEES								

*Includes both the number of employees that would be hired to perform contract work and the total number currently employed (Table B) that would be allocated to contract work.

**For example: other races, religions, nationalities such as Asian American, American Indians, etc. (please specify)

INSURANCE REQUIREMENTS

**** A Certificate of Insurance with the following requirements must be submitted with your bid.**

The Vendor/Contractor shall cause a Certificate of Insurance to be issued indicating the bid/and or purchase order number and showing the following required coverage in no less than the minimum coverage limits listed below. The insurance companies providing coverage must have a current A.M. Best rating of B++;VII or better and be duly authorized by the Department of Insurance of the State of Illinois to do business in Illinois. The Vendor/Contractor must agree to maintain such insurance for the duration of the contract or the term for which services will be rendered.

A.	Worker's Compensation (including Occupational Disease)	- Statutory Limits (Illinois)
	Employer's Liability (Part B)	- \$500,000 per occurrence
	Commercial General Liability (including Products & Completed Operations)	
	Combined Single Limit	- \$1,000,000 per occurrence
	OR	
	Bodily Injury:	-\$1,000,000 per occurrence, and
	Physical Damage:	-\$1,000,000 per occurrence
	Commercial Automobile Liability	
	Combined Single Limit	- \$1,000,000 per occurrence
	OR	
	Bodily Injury:	-\$1,000,000 per occurrence, and
	Physical Damage:	-\$1,000,000 per occurrence

With respect to Commercial General Liability and Automobile Liability insurance, the Board of Trustees of Eastern Illinois University shall be named as an additional insured for any liability incurred by the University arising from activities of the Vendor/Contractor.

The Vendor/Contractor shall furnish the Department of Procurement, Disbursements and Contract Services, Room 1135 Old Main, Eastern Illinois University, 600 Lincoln Avenue, Charleston, Illinois 61920, original Certificate(s) of Insurance evidencing the required coverage to be in force on the date of this agreement, and renewal Certificates of Insurance if coverage has an expiration or renewal date occurring during the term of this agreement. All certificates shall provide that the University be given thirty (30) days written notice prior to any change, substitution or cancellation before the stated expiration date.

The receipt of any certificate does not constitute agreement by the University that insurance requirements have been met. Failure of the University to obtain certificates or other insurance evidence from the Vendor/Contractor shall not be deemed a waiver by the University.

Assigned Subcontractors must comply with the same insurance coverage requirements as the Vendor/Contractor. Subcontractors shall secure a Certificate of Insurance naming the Board of Trustees of Eastern Illinois University as an additional insured and shall submit such Certificate(s) of Insurance through the Vendor/Contractor. The bid and/or purchase order number must be indicated on the Certificate.

SUBCONTRACTORS

Contractor will or may use subcontractors. _____ Yes _____ No

1. Contractor shall identify in this section the names and addresses of all first tier subcontractors receiving contract estimated to be \$50,000 or more to be utilized by Contractor in the performance of the Contract, together with the anticipated amount of money each subcontractor is expected to receive pursuant to the Contract. For purposes of this section, "subcontractors" are those specifically hired to provide to the Contractor some or all of the goods, services, property, remuneration, or other forms of consideration that are the subject of this Contract, including sublessees from a lessee of a State agency.
2. A copy of each subcontract issued pursuant to the Contract shall be provided to the Eastern Illinois University's Department of Procurement, Disbursements & Contract Services within 20 days after the execution of the Contract or after the execution of the subcontract, whichever is later. It is preferred that the subcontract be provided in PDF format and sent to:

Buyer: Danielle Green
Address: Department of Procurement, Disbursements & Contract Services
Eastern Illinois University
600 Lincoln Avenue
Charleston, IL 61920
Phone: 217-581-5599
Email: dmgreen@eiu.edu (preferred receipt method)

3. If at any time during the term of the Contract, Contractor adds or changes any subcontractors, Contractor will be required to promptly notify, by written amendment to the Contract, the State Purchasing Officer (in care of the person identified in 2. above) of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract.
4. Any subcontracts entered into prior to the award of the Contract are done at the Contractor's and subcontractor's risk.
5. All subcontracts must include the standard qualifications, certifications and disclosure statements, completed by the subcontractor.
6. List all subcontractor information including name, address, phone, email and anticipated amount to be paid on the following page. Make copies of the page if additional space is needed for reporting.

SUBCONTRACTORS

[illegible]