

SOUTHERN ILLINOIS UNIVERSITY  
PROCUREMENT SERVICES MC 6813  
113 WAKELAND HALL, RM 103  
CARBONDALE, ILLINOIS 62901

# REQUEST FOR QUOTATION

## SOUTHERN ILLINOIS UNIVERSITY

BY THE SPECIFIED DUE DATE WILL BE  
CONSIDERED.



PROCUREMENT SERVICES MC 6813  
113 WAKELAND HALL, RM 103  
CARBONDALE, ILLINOIS 62901  
(618) 453-5751  
(618) 453-6714 (FAX)

**S1334M**

Simmons, Gregory

13-APR-17

02-MAY-17 2PM

PLEASE BID THE FOLLOWING OR EQUIVALENT. IN THE EVENT OF AN ALTERNATE, SEE INSTRUCTIONS BELOW.

SUPPLIER:

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Quotations are requested FOB destination freight pre-paid. If unable to so quote, add here (\$\_\_\_\_\_) the additional cost to the University for any non-prepaid shipping.

This transaction subject to Procurement Rules of the Chief Procurement Officer for Public Institutions of Higher Education.

SHIP VIA:  
Best Way

FOB POINT: SIU	
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Southern Illinois University is seeking bids from from qualified vendors for the following demolition project:

Contractor to furnish all material, labor and equipment to demolish the Ag Science Greenhouse on the campus of Southern Illinois University, Carbondale, Illinois. The work shall be done in accordance with the plans and specifications entitled "Demolition of Agricultural Sciences Greenhouse" dated March 15, 2017. SIU Carbondale Project Labor Agreement, General Conditions, and current Jackson County, Illinois prevailing wage shall all apply to this project.

**Project Scope:** This project consists of complete demolition of the AG Science Greenhouse and removal of structure and site amenities/materials related to greenhouse, disconnection of utilities, and restoration of lawn area. Alternate Bid G-1: Work includes the removal (Abatement) of asbestos-containing material from AG Science Head House and demolition of the AG Science Head House, removal of structure and site amenities, and restoration of lawn area. Alternate Bid G-2 Work

1. Alternates which are recognized to be of equal workmanship, quality, and performance will be considered. Include specifications and/or brochures on any equals or alternates as offered. Specify variations of specifications on any alternates being offered. Unless otherwise specified, the item offered must be new and of the latest model, crop, or manufacture.
2. If unable to quote on above, please return as a no bid and indicate whether you are interested in remaining on the bid list.
3. Bid proposals shall be executed and submitted on the form/s provided. Only the bids sheet/s or RFQ and attachments or brochures (if any) are to be returned. The mailing address for the sealed bids is Southern Illinois University Carbondale, Office of the Director of Procurement Services, 113 Wakeland Hall, Carbondale, IL 62901. For personal deliveries, the Procurement Services Office is located on the Carbondale Campus in 113 Wakeland Hall, 1st floor. (If any oversized envelope is required, the goldenrod envelope supplied by the University must be firmly affixed to the larger envelope so that the sealed Bid proposal may be readily identified.)
4. All shipments must be insured to the full value.

The Director of Procurement Services shall have the right to reject any and all bids or any part thereof, to waive any technicalities or informalities in the bidding and to award in such a manner as is deemed best to serve in the interests of the University.

The contract certification form is recognized as a formal part of this Request for Quotation and should be signed and returned with the bid documents.

FIRM OR COMPANY

FEDERAL EMPLOYER ID NO.

DEPT. OF HUMAN RIGHTS ID NO.

AUTHORIZED SIGNATURE

PHONE NO. \_\_\_\_\_

TYPED NAME

DATE \_\_\_\_\_

SIU is not subject to federal excise tax or Illinois Retailer's Occupational tax. Exemption certificates will be furnished upon request.

SIU IS A TAX EXEMPT INSTITUTION. IL TAX #E9990-8433-06.

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PAGE: 2

includes utility extensions to reconnect services to Head House. All work to be completed as shown in the drawings and specified herein.

Project completion: Contractor shall have access to project site after receipt of the Notice to Proceed anticipated in May 2017. All work associated with this contract must be completed July 31, 2017. The contractor will be responsible for providing all labor and equipment necessary to meet this schedule. See Section 01 11 00, 3. A. for a more complete schedule.

Pre-Bid Conference: A highly recommended pre-bid conference is scheduled for this project at the Plant and Service Operations break room on the Southern Illinois University Carbondale campus on April 18, 2017 at 2:00p.m. Attendance at this pre-bid conference is strongly encouraged. The Physical Plant Break Room is located at 210 Physical Plant Drive, Carbondale, IL.

The PDF attachments pertaining to RFQ #S1334M include bid documents, drawings and the specifications project manual. Detailed contact information for SIUC Procurement Services, the architect of record, and the plan house distribution list are included within the General Information section of the PDF attachment.

Registration for conducting business in the State of Illinois (30 ILCS 500/20-43) Sec. 20-43: Bidder or offeror authorized to do business in Illinois. In addition to meeting any other requirement of law or rule, a person (other than an individual acting as a sole proprietor) may qualify as a bidder or offeror under this Code only if the person is a legal entity authorized to do business in Illinois prior to submitting the bid, offer, or proposal. Do

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PAGE: 3

not confuse this requirement with the Board of Elections certification. Please check the Secretary of State website for information on how to register. The correct link is provided within the General Information section of this bid document. Please include a copy of your certification with your bid response. Failure to be in compliance at the time of bid opening will result in your bid being considered non-responsive.

Board of Elections: Public Act 095-0971, which became effective on January 1, 2009, requires vendors to register with the State Board of Elections before bidding on any State contract that exceeds \$50,000. Registration is also required for all vendors currently holding and/or bidding on State contracts that in the aggregate exceed \$50,000 in value. Please check the State Board of Elections website for information on how to register. The correct link is provided within the General Information section of this bid document. Please include your online certification with your bid response. See sample copy included within this bid package. Failure to be in compliance at the time of bid opening will result in your bid being considered non-responsive.

Effective January 1, 2011 communications regarding the specifications of this solicitation, which are not given in a public forum, are subject to public reporting. Questions regarding where the bid is to be mailed, the date and time of the opening or how to obtain a copy of the solicitation or any other procedural question will not need to be reported. The disclosure of the inquiries that need to be reported will include the name, address, phone number and email address of the person and firm making the inquiry. The reporting of this information will be published on the Procurement Policy Board website.

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PAGE: 4

The correct link is provided within the General Information section of this bid document.

Suppliers intending to respond to any posted requirement are encouraged to visit that 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 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 that is not appropriately registered with the issuing University.

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## RFQ # S1334M – Demolition of Agricultural Sciences Greenhouse

Before mailing your Request for Quotation, please review the checklist below to ensure compliance.

**Note: If you are submitting more than one bid, you must submit each complete bid in a separate sealed envelope; clearly identifying each applicable trade.**

1. \_\_\_\_ Sign Request for Quotation cover page
2. \_\_\_\_ State Board of Elections Certification as Required by Public Act (95-971)  
**Please return a copy of your online certification with your bid response. See sample included within bid documents. Failure to be in compliance at the time of bid opening will result in your bid being considered non-responsive.**
3. \_\_\_\_ Certificate of Good Standing (30 ILCS 500/20-43) Sec. 20-43. **Please return a copy of your online certification with your bid response.** Bidder or offeror authorized to do business in Illinois. In addition to meeting any other requirement of law or rule, a person (other than an individual acting as a sole proprietor) may qualify as a bidder or offeror under this Code only if the person is a legal entity authorized to do business in Illinois **prior** to submitting the bid, offer, or proposal. **Failure to be in compliance at the time of bid opening will result in your bid being considered non-responsive.**
4. \_\_\_\_ Complete and Sign Request for Quotation Pricing Proposal page(s)
5. \_\_\_\_ Sign and return addendum(s)
6. \_\_\_\_ Complete and sign Bidder's Employee Utilization PC-2 Form
7. \_\_\_\_ Complete and sign Project Labor Agreement – located within project manual
8. \_\_\_\_ Return bid bond or enclose check
9. \_\_\_\_ Complete and return either Form A or Form B
10. \_\_\_\_ Complete Subcontractor list
11. \_\_\_\_ Complete and return BEP (MBE/FBE) Participation Goal Form (please add your BEP information to the subcontractor list)
12. \_\_\_\_ Complete and sign Modification of Original Documents page
13. \_\_\_\_ Provide Illinois Department of Human Rights Number
14. \_\_\_\_ Provide completed Illinois Office compliance form per Public Act 097-0369
15. \_\_\_\_ Provide completed substance abuse form per Public Act 95-635  
(820 ILCS 130/5.5) Your policy will be requested if you are awarded the project
16. \_\_\_\_ Complete small business identification form
17. \_\_\_\_ Complete and sign W-9
18. \_\_\_\_ Provide any other documentation requested within Project Manual or bid forms

## **State Board of Elections Certification Required by Public Act 95-971**

### **INSTRUCTIONS:**

Any firm or individual who wishes to submit a bid or proposal in response to this solicitation must make the certification below. If you do not make the certification below (and attach a copy of the certificate of registration from the State Board of Elections, if required), your bid or proposal cannot, by law, be accepted by the University.

### **Note:**

If you do \$50,000 worth of business annually with the State of Illinois, including the state universities, you are required to register with the State Board of Elections and obtain from them a certificate confirming your registration. Responses to Invitations to Bid, Requests for Proposals, Requests for Information, and all other types of procurement solicitations are included in the calculation of this \$50,000 annual amount, whether you receive a resulting award or not. If you do less than \$50,000 worth of business annually, you may be exempt from the registration requirement.

Please refer to Public Act 95-971, which is available at <http://www.ilga.gov/legislation/publicacts/fulltext.asp?Name=095-0971&GA=095>, and the State Board of Elections website ([www.elections.il.gov](http://www.elections.il.gov)) for more specific information on whether you are required to register or not. Information on how to submit copies of the registration certificate to the Chief Procurement Officer for Higher Education is available at the Illinois Public Higher Education Procurement Bulletin website (<http://www.procure.stateuniv.state.il.us>).

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### **CERTIFICATION:**

You must check the box that applies to you:

**NOTE: The estimated value of this solicitation exceeds \$50,000 and therefore respondents are required to be registered with the State Board of Elections.**

The bidder/proposer certifies that:

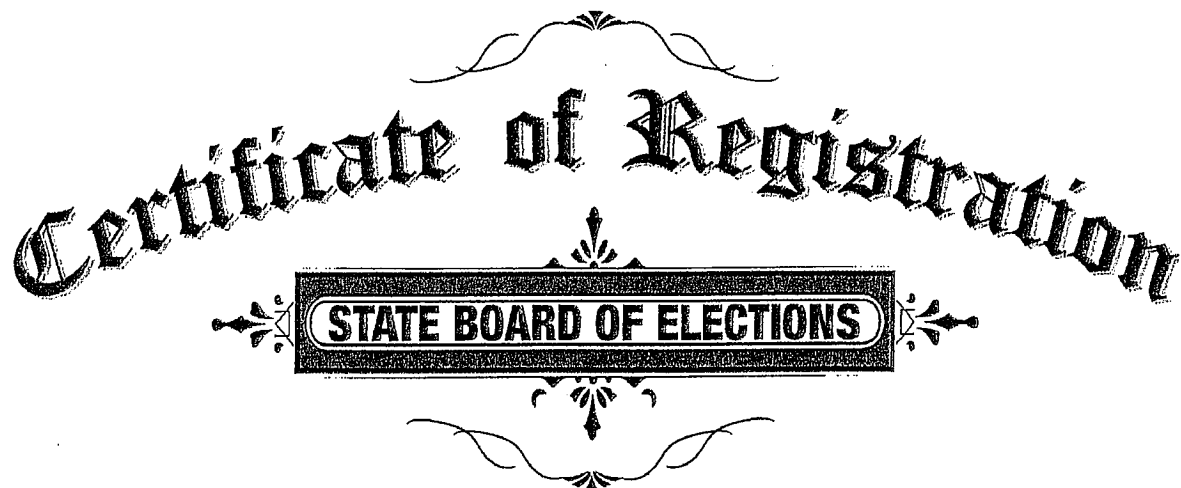
1. ☐ it has contacted the State Board of Elections, which informed them that it is not required to register as a business entity with the State Board of Elections pursuant to Section 20-160 of the Procurement Code;  
**or**
2. ☐ (a) it has registered as a business entity with the State Board of Elections pursuant to Section 20-160 of the Procurement Code;  
(b) it has provided a copy of its Certificate of Registration with its response to this solicitation;  
(c) it has submitted a copy of its Certificate of Registration to the Chief Procurement Officer for Higher Education; and  
(d) it acknowledges a continuing duty to update its registration.

The bidder/proposer also acknowledges that any contracts entered into with bidder/proposer are voidable by the University if bidder/proposer fails to comply with the requirements of Section 20-160 of the Procurement Code.

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### **\*\* Reminder \*\***

Unless you are currently exempt from registering under Box #1 above, you are required to provide a copy of your certificate of registration with your bid or proposal.



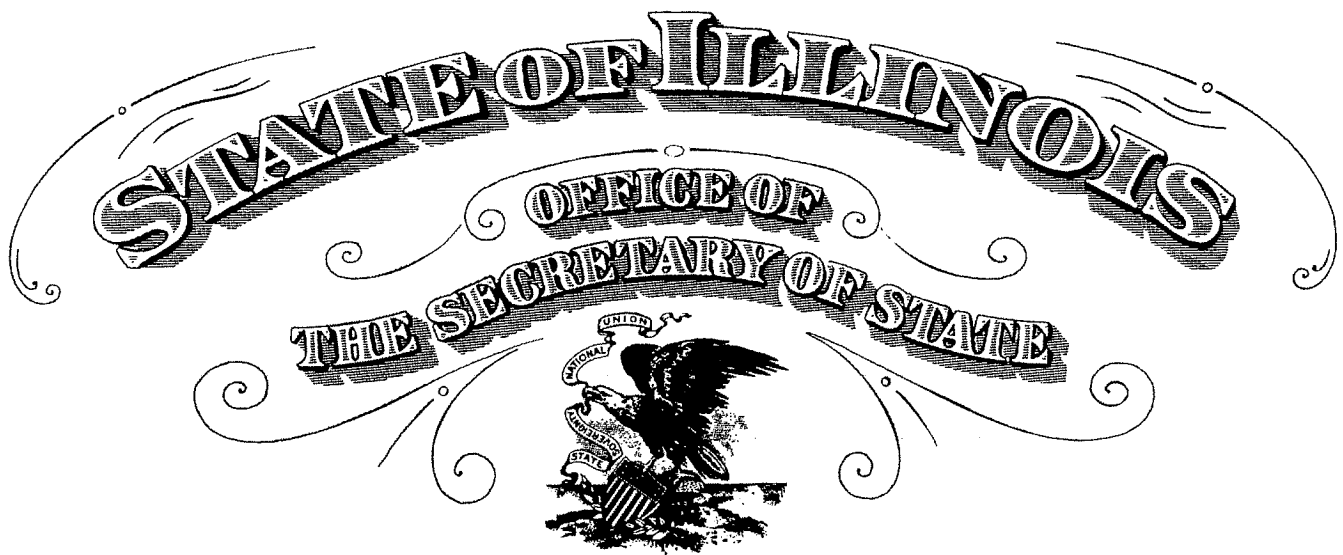
Registration No.

SAMPLE

Information for this business last updated on:  
Friday, July 31, 2009

Certificate produced on Friday, July 31, 2009 at 2:10 PM





*To all to whom these Presents Shall Come, Greeting:*

*I, Jesse White, Secretary of State of the State of Illinois, do hereby certify that*

TRANSACT BUSINESS IN THIS STATE  
COMPLIED WITH ALL THE PROVISIONS OF THE BUSINESS CORPORATION ACT OF  
THIS STATE RELATING TO THE PAYMENT OF FRANCHISE TAXES, AND AS OF THIS  
DATE, IS A  
IN GOOD STANDING AND AUTHORIZED TO  
TRANSACT BUSINESS IN THE STATE OF ILLINOIS.

AND LICENSED TO  
, APPEARS TO HAVE



*In Testimony Whereof, I hereto set  
my hand and cause to be affixed the Great Seal of  
the State of Illinois, this 21ST  
day of APRIL A.D. 2011*

*Jesse White*

Authentication

Authenticate at: <http://www.cyberdriveillinois.com>

SECRETARY OF STATE



**PRICING PROPOSAL**  
**General Contractor**  
**Demolition of the Agricultural Sciences Greenhouse**

The pricing proposal must be completed in full; including all alternates and/or unit pricing if applicable, company information, and signature. Failure to do so may result in your bid response being considered incomplete. If the pricing proposal includes alternate and/or unit pricing, do not add these line items in with your base price.

**Base Bid**

General Contractor agrees to perform all work under the base bid as described in these documents for the lump sum cost of:

\$ \_\_\_\_\_

**Alternate Bid G-1**

General Contractor agrees to perform all work under the alternate bid G-1 as described in these documents for the lump sum cost of:

\$ \_\_\_\_\_

**Alternate Bid G-2**

General Contractor agrees to perform all work under the alternate bid G-2 as described in these documents for the lump sum cost of:

\$ \_\_\_\_\_

**FORM COMPLETION AND SIGNATURE REQUIRED ON NEXT PAGE**

**The University reserves the right to award a contract to more than one vendor.**

**The University reserves the sole authority to accept or reject, any of the responses received.**

**In order to ensure quality and continuity throughout the completion of the project; an award will be made to the lowest responsible bidder meeting specifications for each trade specified.**

**The University reserves the right to accept the base bid within 120 days of the bid opening.**

**The vendor may extend the pricing beyond the 120 days required by the University. If the vendor chooses to extend their pricing, what would the number of days be?**

\_\_\_\_\_ days

\_\_\_\_\_  
**Company name**

\_\_\_\_\_  
**Telephone number**

\_\_\_\_\_  
**Printed name and title**

\_\_\_\_\_  
**Signature & date**

# **RFQ #S1334M – “Demolition of Agricultural Sciences Greenhouse”**

## **General Contractor**

Furnish all material, labor and equipment to demolish the Ag Science Greenhouse on the campus of Southern Illinois University, Carbondale, Illinois. The work shall be done in accordance with the plans and specifications entitled “**Demolition of Agricultural Sciences Greenhouse**” dated March 15, 2017. SIU Carbondale Project Labor Agreement, General Conditions, and current Jackson County, Illinois prevailing wage shall all apply to this project.

## **Project Scope**

Project Scope: This project consists of complete demolition of the AG Science Greenhouse and removal of structure and site amenities/materials related to greenhouse, disconnection of utilities, and restoration of lawn area.

**Alternate Bid G-1:** Work includes the removal (Abatement) of asbestos-containing material from AG Science Head House and demolition of the AG Science Head House, removal of structure and site amenities, and restoration of lawn area.

**Alternate Bid G-2:** Work includes utility extensions to reconnect services to Head House. All work to be completed as shown in the drawings and specified herein

## **Pre-Bid Conference**

A highly recommended pre-bid conference is scheduled for this project at the Plant and Service Operations break room on the Southern Illinois University Carbondale campus on April 18, 2017 at 2:00p.m. Attendance at this pre-bid conference is strongly encouraged. The Physical Plant Break Room is located at 210 Physical Plant Drive, Carbondale, IL.

## **Pricing Proposal**

The pricing proposal attached within the front end bid documents must be completed in full; including all alternates and/or unit pricing if applicable, company information, and signature. Failure to do so may result in your bid response being considered incomplete. If the pricing proposal includes alternate and/or unit pricing, do not add these line items in with your base price.

## **Project Start/Completion Schedule**

Contractor shall have access to project site after receipt of the Notice to Proceed anticipated in May 2017. All work associated with this contract must be completed July 31, 2017. The contractor will be responsible for providing all labor and equipment necessary to meet this schedule. See Section 01 11 00, 3. A. for a more complete schedule.

## **Award**

An award will be made to the lowest overall responsible bidder for each trade specified on an all or none basis.

## **Questions/Clarifications**

Notice: Effective January 1, vendor communications regarding the specifications of this solicitation, which are not given in a public forum, will be subject to public reporting. Questions regarding where the bid is to be mailed, the date and time of the opening, or how to obtain a copy of the solicitation will not need to be

reported. The reporting of the inquiries that need to be reported will include the name, address, phone number and email address of the person and firm making the inquiry. The reporting of this information will be published on the Procurement Policy Board website: <http://www2.illinois.gov/ppb/Pages/default.aspx>

Therefore, all technical questions must be directed in writing to the architect or engineer of record. Any question that requires a change to the specifications or drawings will not be answered until the pre-bid meeting. Any technical question that requires a change to the specifications or drawings after the pre-bid meeting will be answered in addendum form only.

### **PROTEST REVIEW OFFICE:**

Vendor may submit a written protest to the Protest Review Office following the requirements of the Standard Procurement Rules (44 Ill. Admin. Code 4.550). For protests related to specifications, the Protest Review Office must physically receive the protest no later than 14 days after the solicitation or related addendum was posted to the Bulletin. For protests related to rejection of individual proposals, or of awards, the protest must be received by close of business no later than 14 days after the protesting party knows or should have known of the facts giving rise to the protest. The Protest Review Office's information is as follows:

Chief Procurement Office

Attn: Protest Review Office

401 S. Spring Street

Suite 514 Stratton Office Building

Springfield, IL 62706

Phone: (217) 558-3724

Facsimile: (217) 558-2164

Illinois Relay: (800) 526-0844

### **Contact Information**

**Technical Questions regarding specifications and drawings shall be directed in writing to:**

Eggemeyer Associates Architects, Inc.

Mark Dillon

Email: [mdillon@eggemeyer-architects.com](mailto:mdillon@eggemeyer-architects.com)

Fax: 618-988-2381

Telephone: 618-988-2380

**Questions regarding the bid process or bid packet requests shall be directed in writing to:**

SIUC Procurement Services

Greg Simmons

Email: [simmons@siu.edu](mailto:simmons@siu.edu)

Telephone: 618-453-5751

### **Plans and Specifications**

Plans and Specifications documents are available for download from the Illinois Public Higher Education Procurement Bulletin website.

**All requests for shipment of plans and specifications must be in writing and include the following information:**

- 1) Company Name
- 2) Complete mailing address
- 3) Contact person
- 4) Telephone number
- 5) UPS or Fed/Ex shipping number with delivery instructions i.e. next day, second day, or ground. If no delivery instructions are received, your packet will be shipped next day air.

### **Documents**

Plans and specifications may also be picked up at the following address between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday:

SIUC Procurement Services

Greg Simmons

1215 Douglas Drive; Wakeland Hall

Carbondale, IL. 62901

"Please email or call ahead, so a packet will be ready when you arrive".

**The following plan rooms will have plans and specifications available for viewing:**

### **McGraw Hill Construction Dodge**

Theresa Ragan

4300 Beltway Place Suite 180

Arlington, TX 76018

Telephone: 800-393-6343

Fax: 972-767-3533

[dodge\\_reocsc@mcgraw-hill.com](mailto:dodge_reocsc@mcgraw-hill.com)

**Southern Illinois Builders Association**

*Kristin McCaw*

*Executive Assistant*

1468 Greenmount Road

O'Fallon, IL 62269

Telephone: 618-624-9055

Fax: 618-624-9065

[www.siba-agc.org](http://www.siba-agc.org)

**Southern Illinois Builders Association**

*Kristin McCaw*

*Executive Assistant*

500 West Jackson

Marion, IL. 62959

Contact information is the same as stated above.

**Illowa Builders Exchange**

Connie Patrick

Plan Room Coordinator

520 24<sup>th</sup> Street

Rock Island, IL 61201

Telephone: 309-788-9260

Fax: 309-794-3965

[cpatrick@mbionline.com](mailto:cpatrick@mbionline.com)

**Reed Construction Data**

Christine Ottersen

30 Technology Parkway South Suite 100

Norcross, GA 30092

Telephone- 630-288-7987

Fax- 678-680-0400

[christine.ottersen@reedbusiness.com](mailto:christine.ottersen@reedbusiness.com)

**iSqFt Planroom**

Eric Fritz

420 West Huron Street

Chicago, IL. 60654

Telephone: 800-364-2059 x 8270

Fax: 866-570-8187

[efritz@ISQFT.com](mailto:efritz@ISQFT.com)

**Central Illinois Plan Room**

Scott Rutherford

1620 S. 5<sup>th</sup> Street

Springfield, Illinois 62703

Telephone: 217-279-1077

Fax: 217-544-6570

[plans@ciplanroom.com](mailto:plans@ciplanroom.com)

## **SUBMITTAL OF RFQ**

RFQ responses may be either delivered by hand or sent through U.S. Mail or other courier services available. In either event, vendors remain responsible for insuring that their responses are actually received at the time, date, place, and office required. The University assumes no responsibility for any response not so received; regardless of whether the delay is caused by the U.S. Postal Service, the University Postal Delivery System, or some other act or circumstance. No responses after the time specified in the Request for Quotation information will be considered. All responses received after the specified time will be returned unopened. If you intend to use an express delivery service, it is recommended that you stress the need to deliver your package to the building and office designated and not to the University's mail service or Central Receiving facilities. Packages delivered by express mail services to other locations might not be re-delivered in time to be considered. Please use the self-addressed label provided for your response. **Fax, telephone, or electronic bids will not be accepted.**

## **Submittal of Multiple Responses**

**If this Request for Quotation includes multiple trades or projects and you are submitting multiple responses, each response must be completed and submitted in separate sealed envelopes, which clearly identifies the applicable trade or project.**

## **Board of Elections**

Public Act 095-0971, which became effective on January 1, 2009, requires vendors to register with the State Board of Elections before bidding on any State contract that exceeds \$50,000. Registration is also required for all vendors currently holding and/or bidding on State contracts that in the aggregate exceed \$50,000 in value. Please check the State Board of Elections website for information on how to register.

You may register to do business at:

<http://www.elections.state.il.us/>

**Please include your online certification with your bid response. See sample copy included within this bid package. Failure to be in compliance at the time of bid opening will result in your bid being considered non-responsive.**

## **Registration for conducting business with the State of Illinois**

(30 ILCS 500/20-43) Sec. 20-43. Bidder or offeror authorized to do business in Illinois. In addition to meeting any other requirement of law or rule, a person (other than an individual acting as a sole proprietor) may qualify as a bidder or offeror under this Code only if the person is a legal entity authorized to do business in Illinois **prior** to submitting the bid, offer, or proposal. **Please include your certification with your bid response. Do not confuse this requirement with the Board of Elections certification. See sample copy included within this bid package.** Failure to be in compliance at the time of bid opening will result in your bid being considered non-responsive.

You may register to do business at:

[http://cyberdriveillinois.com/departments/business\\_services/howdoi.html](http://cyberdriveillinois.com/departments/business_services/howdoi.html)

## **Subcontractor**

Any contract or purchase order, with an annual total of \$50,000 or more, arising from this solicitation shall not be assigned or sublet in whole or in part without the written consent of Southern Illinois University Carbondale.

Each prime contractor is requested in this solicitation to submit a list of subcontractors who are being retained by them to perform work under their contract and shall itemize their work for labor and material. This list should contain the names of all (tier 1) subcontractors and major suppliers proposed for the principal parts of their work and for such others as the Engineer and/or Owner may direct and shall not employ any that are not acceptable as provided below. Following award, the prime contractor must supply a copy of the subcontractor contract, the subcontractor completed contract certification form, and financial disclosure form.

The bidder is specifically advised that any person, firm, or the party to whom it is proposed to award a subcontract under this contract must be acceptable to the Owner, and must also submit from each proposed subcontractor a certificate of insurance and Project Labor Agreement, if applicable.

The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a contractor and any person (in which the parties do not stand in the relationship of an employer and an employee) for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, is utilized in the performance of any one or more contracts. The term "Tier 1" means any subcontractor the prime holds a direct contract with; including suppliers.

### **Bid Bond / Indemnity Bond**

A **bid bond** equaling 10% of the total bid must be included within your bid response. Vendor may submit a cashier's check or money order in lieu of the bond. Any bid not containing a Bid Bond, Cashier's Check, or Money Order may be considered incomplete and may not be evaluated.

An **Indemnity Bond/Performance Bond** for 100% of the successful bid is required within 30 days of the award. Proposer may submit one of the following in lieu of bond: Certified Bank Cashier's Check, Money Order, Company Check, or Irrevocable Letter of Credit. Cash will not be accepted.

Your check will be deposited and held in escrow for the entire term of the contract.

### **Project Estimate:**

For bonding purposes, the estimated total costs for each trade specified are as follows:

General Contractor: \$260,000

### **Insurance**

Insurance requirements are provided within the document entitled "A guide to the General Conditions for Bidding on Construction Contracts with Southern Illinois University Carbondale" and are located within the project manual. Each Contractor shall also be responsible for insuring all equipment, property and tools owned by them. Note: X,C, and U coverage will be required.

### **Indemnification**

Contractor agrees to indemnify, defend (with Counsel of University's choosing), and hold harmless University, its agents, officers, employees, trustees, and representatives against any and all claims, suits, damages, costs, losses and/or expenses, arising out of or connected in any way with the performance of the Work pursuant to this Contract. Contractor's obligations pursuant to this paragraph do not extend to those claims, suits, damages, costs, losses and/or expenses arising or resulting from University's willful or negligent acts under the Contract.



## **Modification of Documents**

By signing this document, the vendor hereby certifies that they have not altered or modified the original content of the University Bid / Request for Proposal specifications, or the associated documents including original drawings or graphics. Also, it gives you the opportunity to state any exceptions to or deviations from or additions to any of the listed specifications, terms, and conditions. Failure to return this form with your bid response may result in your bid being considered nonresponsive.

## **Illinois Department of Human Rights Number**

All proposals require this number or a statement by the respondent that a PC-1 Employer Report Form has been submitted to the IDHR prior to the RFP/RFQ due date for the respondent to be eligible to propose an offer for this contract. All IDHR numbers 89999-00-0 or lower expired on August 31, 1999. If you do not currently have a number or your number is 89999-00-0 or lower, you must register or re-register in order to remain eligible. Contact the Illinois Department of Human Rights, Public Contracts Unit at [http://www.state.il.us/dhr/Programs/DHR\\_PBCT.htm](http://www.state.il.us/dhr/Programs/DHR_PBCT.htm). All persons (or firms) employing 14 or fewer individuals at any time during the past 365 days are exempt from the IDHR requirement and should mark as "Exempt".

Note: Please list your IDHR number or exempt (if applicable) on the RFQ signature page or include a copy of your renewal within your response.

## **Substance Abuse**

The Bidder certifies that it is aware of the requirements of Public Act 95-635 (820 ILCS 130/5.5), known as the Substance Abuse Prevention on Public Works Projects Act, and that, if awarded a contract, it is or will be in full compliance with the law prior to beginning work, including the requirement to file with Southern Illinois University a written substance abuse plan which meets or exceeds the requirements of the Act. The requirements of this certification and disclosure are a material part of the contract, and the Contractor shall require this certification provision to be included in all subcontracts.

## **Primary Illinois Office**

The Bidder certifies that it is aware of the requirements of Public Act 097-0369 (30 ILCS 500/30-22) and that, if awarded a contract, it is or will be in full compliance with the law prior to beginning work, including the requirement to sign with Southern Illinois University a written affidavit which meets or exceeds the requirements of the Act. The requirements of this Public Act are a material part of the contract and the Contractor shall maintain an Illinois office as the primary place of employment for persons employed in the construction authorized by the contract.

## **Project Labor Agreement (PLA)**

Any firm, union affiliated or not, may bid on this project. However, in order to be awarded the contract, the successful bidder must become party to the enclosed Project Labor Agreement.

The awardee agrees neither it, nor any of its contractors or subcontractors, will subcontract (other than material suppliers) any work to be done on this project except to a person, firm, or corporation who is, or agrees to become party to, the Project Labor Agreement.

## **Prevailing Wage**

Individuals performing labor shall receive wages not less than the general prevailing rate of hourly wages (including fringe benefits) for general prevailing rates of hourly wages and benefits for legal holiday and overtime work. (Prevailing rates for all crafts are on file with Director of Labor in Springfield, IL and in Chicago)  
Note: Amounts of wages being paid shall be posted at the work site by the contractor in a prominent and

easily accessible place.

See Illinois Department of Labor Prevailing Wage for Jackson County, which applies: Please reference <http://www.state.il.us/agency/idol/>

### **Change in Prevailing Wage**

If, while work is in progress, the Department of Labor revises the prevailing rate of hourly wages to be paid, the contractor and each subcontractor shall be responsible for adherence to and payment of the revised rates.

### **Record of Employees and Wage Paid**

The contractor and each subcontractor shall maintain accurate records of name and occupation of all laborers, workers, and mechanics employed as a result of any contract or subcontract. The contractor shall also maintain the actual hourly wages paid to each employee. All records shall be open at reasonable hours for the inspection by SIU, and to the Director of the Department of Labor as well as any deputies and agent. In addition, the contractor is responsible for forwarding weekly certified payroll records to SIU project coordinator.

### **Apprenticeship**

Per the Illinois Procurement Code, 30 ILCS 500/30-22, the bidder and all bidder's subcontractors must participate in all applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. If applicable to your trade, the successful bidder must be a member of an approved apprenticeship program prior to beginning work on this project.

**Written documentation must be included within your bid response.**

For information pertaining to apprenticeship and training programs, please contact Southern Illinois University's Employee and Labor Relations Office at 618-453-6691.

### **RFQ Signature Page**

The Request for Quotation signature page must be completed in full, signed, and returned with you bid response. Failure to do so may result in you bid being considered nonresponsive.

### **Bidders Employee Utilization Form/PC-2**

The bidder's workforce projection shall include all prime and subcontract work under the contract. Failure to return this form with your bid response may result in you bid being considered nonresponsive.

### **Form A & B**

See Form A & B instructions included within this bid package. Form A or Form B **must** be included with your bid response. **Failure to return a completed Form A or Form B with your bid response will result in your bid being considered nonresponsive.**

Upon determination of apparent low bid, all tier 1 subcontractors will be required to complete these same forms. Additional copies for your subcontractors will be provided with the Letter of Intent.

### **Illinois Procurement Gateway**

In lieu of supplying completed contract certifications and financial disclosure forms, you may supply your approved Illinois Procurement Gateway registration number. See form included within these bid documents. Note: Pending registrations with the IPG does not constitute non-completion of the financial disclosure and contract certification forms. You may register with the IPG at: <https://ipg.vendorreq.com>

## **PUBLIC ACT 96-0795**

All resulting contracts issued against this bid will have required terms to provide full compliance with Illinois Public Act 96-0795, <http://www.ilga.gov/legislation/publicacts/fulltext.asp?Name=096-0795>

## **PUBLIC ACT 96-1064**

All resulting contracts issued against this bid will have required terms to provide full compliance with Illinois Public Act 96-1064, <http://www.ilga.gov/legislation/publicacts/fulltext.asp?Name=096-1064&GA=96>

## **Public Act 97-932**

All resulting contracts issued against this bid will have required terms to provide full compliance with Illinois Public Act 97-932, <http://www.ilga.gov/legislation/publicacts/fulltext.asp?Name=097-0932&GA=97>

## **University's Goals for Contracting with Minorities, Females, and Persons with Disabilities:**

The University encourages diversity by having minority, female, and disabled business enterprises compete for and participate in University contracts.

In support of the Illinois Business Enterprise Program for Minorities, Females, and Persons with Disabilities (BEP), Southern Illinois University has established an overall aspirational goal of 20% for this project. The goal consists of the following percentages: 11% shall be awarded to minorities, 7% to female-owned, and 2% to persons with disabilities.

The goals can be met in multiple ways: by means of contracts let directly to minority, female and disabled business firms by the University; or a diversified workforce; or indirectly by the bidder's ordering goods or services from minority, female and disabled firms (second tier) suppliers or subcontractors are needed to fulfill the Contract; or a combination of any of the above.

The bidder agrees to identify minority, female, and disabled business firms (second tier/subcontractors) providing the bidder with goods or services in the fulfillment of the contract requirements at the time of the award, and further agrees to report, upon request by the University, the dollar value of purchases made with these firms during the award period.

Refer to the Central Management Services web site for BEP owned enterprises at:

<http://www.illinois.gov/cms/business/sell2/Pages/VendorSearch.aspx>

## **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 requirement are encouraged to visit that 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 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 that is not appropriately registered with the issuing University.

**This section intentionally left blank.**

**As the prime contract firm, you must supply either Form A or Form B as part of your Letter of Interest.**

Upon an award, sub-consultants whose contract will meet or exceed the \$50,000 reporting threshold, must supply a completed Form A or Form B as part of the post award documentation required by the State of Illinois.

**FORM A** must be used when the vendor is **not registered** in the Illinois Procurement Gateway (IPG) and **does not have** an **active IPG Registration Number with an unexpired date.**

**FORM B** may be used when the vendor **is registered** in the Illinois Procurement Gateway (IPG) and **does have** an active unexpired IPG registration number.

In order to obtain the most current version of Form A and Form B, you will need to access the Illinois Procurement Gateway website first. Please see the link below:

<https://www.illinois.gov/cpo/HigherEd/Pages/Forms.aspx>

Once there, select Form A or B. Please complete the form in its entirety and return.

# BID BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, \_\_\_\_\_  
\_\_\_\_\_ hereinafter called the "Principal"),

as Principal, and the \_\_\_\_\_

\_\_\_\_\_, of \_\_\_\_\_

a corporation duly organized under the laws of the state of \_\_\_\_\_,

(Hereinafter called the "Surety"), as Surety, are held and firmly bound unto THE BOARD OF

TRUSTEES of SOUTHERN ILLINOIS UNIVERSITY, CARBONDALE, ILLINOIS (Hereinafter called

the "Obligee"), in the sum of \_\_\_\_\_ Dollars

(\$ \_\_\_\_\_), for the payment of which sum well and truly to be made, the said

Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and

assigns, jointly and severally, firmly by these presents. The condition of this obligation is such, that

WHEREAS, the Principal has submitted a bid for \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a formal contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety qualified in accordance with the requirements of the bidding or contract documents, which bond or bonds shall assure the faithful performance of such contract and the prompt payment for labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_ A.D. 20\_\_\_\_.

\_\_\_\_\_  
(Principal) (Seal)

\_\_\_\_\_  
(Title)


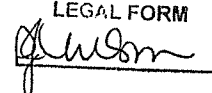
\_\_\_\_\_  
(Surety) (Seal)

\_\_\_\_\_  
(Title)

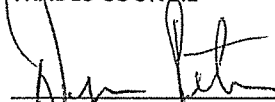
AGREEMENT BETWEEN  
EGYPTIAN BUILDING AND CONSTRUCTION TRADES COUNCIL  
AND  
THE BOARD OF TRUSTEES OF SOUTHERN ILLINOIS UNIVERSITY

1. This agreement is entered into to facilitate the timely completion of construction and renovation projects at Southern Illinois University Carbondale (SIUC). SIUC's academic year schedule, and related student needs, requires the timely completion of projects within precise and limited time parameters. Strikes and other work stoppages could delay the completion of certain projects, disadvantaging SIUC's students. Skilled craftsmen are needed by SIUC to achieve the quality of workmanship essential to meeting public expectations and interests. Furthermore, the parties to this Agreement believe it to be in their mutual interest to promote the efficiency of construction operations and provide for peaceful settlement of labor disputes without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the work. It is also the intent of the parties to set out standard working conditions for the efficient performance of work at SIUC, to establish and maintain harmonious relations between all parties to the Agreement, to secure optimum productivity and to eliminate strikes, lockouts, or delays in the performance of work at SIUC.
2. SIUC agrees to include the attached Project Labor Agreement or mutually agreed successor versions, as a part of Requests for Proposal on all construction projects with a project cost estimated by SIUC of \$100,000 or greater. Project cost is defined as the estimated cost as reported to and approved by the Southern Illinois University Board of Trustees in accordance with its bylaws.
3. Any firm, Union affiliated or not, may bid on the project. Successful bidders must become party to the Project Labor Agreement to be awarded a contract. This Agreement applies only to SIUC projects at Carbondale, Touch of Nature, Carterville, and the Southern Illinois Airport.
4. The Egyptian Building and Construction Trades Council (EBTC), its member Unions, agents, affiliates, and surrogates agree to not stop, delay, interrupt, strike, picket, harass, or interfere in any way with construction projects, contractors, or employees engaged in any SIU projects with an estimated cost of \$100,000 or greater and projects undertaken by SIUC employees. Any interference, whether lawful or not, shall terminate this Agreement.
5. In the event that no qualified bidders bid on a project or portion thereof, SIUC reserves the right to request new proposals without including the Project Labor Agreement.
6. The term of this Agreement is three (3) years beginning August 1, 2014 and ending July 31, 2017.
7. This Agreement shall be null and void and unenforceable to the extent that any of its provisions hinder or prevent SIUC from lawfully obtaining funds from the State of Federal government, or any agency thereof.
8. Neither party to this Agreement shall be obliged to enter into any negotiations for the renewal or extension of this Agreement.

BOARD OF TRUSTEES  
SOUTHERN ILLINOIS UNIVERSITY  
CARBONDALE

 2/27/14  
Chancellor Date  
APPROVED  
AS TO  
LEGAL FORM  


EGYPTIAN BUILDING AND CONSTRUCTION  
TRADES COUNCIL

 2-27-14  
For the Egyptian Date  
Building and Construction  
Trades Council

EGYPTIAN BUILDING & CONSTRUCTION TRADES COUNCIL  
PROJECT LABOR AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2002, by and between \_\_\_\_\_ and the Egyptian Building and Construction Trades Council for and on behalf of its affiliates, hereinafter referred to as the Union. This Agreement shall apply to work performed by the Employer and its Contractors and Subcontractors on Construction known as the \_\_\_\_\_ hereinafter referred to as the Project.

ARTICLE 1 - INTENT AND PURPOSES

1.1 It is mutually understood that the following terms and conditions relating to employment of workmen covered by this Agreement have been written in order to promote efficiency of construction operations and provide for peaceful settlement of labor disputes without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the work. It is also the intent of the parties to set out standard working conditions for the efficient prosecution of said construction work, herein to establish and maintain harmonious relations between all parties of the Agreement, to secure optimum productivity and to eliminate strikes, lockouts, or delays in the prosecution of the work.

(a) Therefore, the following provisions will be binding upon \_\_\_\_\_ and all its sub-contractors (herein jointly referred to as Contractor), who shall be required to sign the Participation Agreement, attached hereto as Schedule A, and the Unions during the term of this Agreement and any renewal thereafter. The Unions hereby consent to apply the terms and conditions of this Project Agreement to said sub-contractors upon their signing the Participation Agreement. It is understood that each sub-contractor will be considered and accepted by the Unions as a separate employer for the purposes of collective bargaining. It is further agreed that the employees working under this Agreement shall constitute a bargaining unit separate and distinct from all others. This Agreement may be modified by mutual consent in writing by the parties signatory hereto.

1.2 The Contractor agrees to be bound by the terms of the Collective Bargaining Agreements and amendments thereto of the affiliates of the Egyptian Building and Construction Trades Council and the applicable employers association, if any. Such agreements are incorporated herein by reference. In order to comply with the requirements of the various fringe benefit funds to which the Contractor is to contribute, the Contractor shall sign such participation agreements as are necessary.



1.3 It is mutually understood that where the provisions of this Agreement are at variance with any other agreement between the Contractor and the Union, the language of this Agreement shall prevail, except that the work of the International Union of Elevator Constructors on this Project shall be performed under the terms of its National Agreements, with the exception of Article XI, XII, and XIII of this Project Agreement, which shall apply to such work.

1.4 The Contractor and the Union agree that should the Collective Bargaining Agreement (CBA) of any Egyptian Building and Construction Trades Council (E.B.C.T.C.) Affiliate signatory to this Agreement expire prior to the completion of this project, the expired contracts' terms will be maintained until a new CBA is ratified. The wages, and fringe benefits included in any new CBA will be retroactive to the termination date of the expired CBA.

#### ARTICLE II - RECOGNITION

2.1 The Contractor recognizes the E.B.C.T.C. and the signatory affiliates as the sole and exclusive bargaining representatives for its craft employees employed on the jobsite. E.B.C.T.C. affiliates signatory to this Agreement will have recognition on the project for their craft.

#### ARTICLE III - ADMINISTRATION OF AGREEMENT

3.1 In order to assure that all parties have a clear understanding of the Agreement, to promote harmony and address potential problems, a pre-job conference will be held with the Contractor, E.B.C.T.C. Representatives and all signatory parties prior to the start of any work on the project.

3.2 Representatives of the Contractor and the E.B.C.T.C. shall meet as required but not less than once a month to review the operation of this Agreement. The representatives at this meeting shall be empowered to resolve any dispute over the intent and application of the Agreement.

3.3 The Contractor shall make available in writing to the E.B.C.T.C. no less than one week prior to these meetings, a job status report, planned activities for the next 30 day period, actual numbers of craft employees on the project and estimated numbers of employees by craft required for the next 30 day period. The purpose of this report is to allow time to address any potential jurisdictional problems and to ensure that no party signatory to the Agreement is hindering the continuous progress of the project through a lack of planning or shortage of manpower.

#### ARTICLE IV - HOURS OF WORK OVERTIME SHIFTS & HOLIDAYS

4.1 The standard work day shall be an established consecutive eight (8) hour period between the hours of 7:00 a.m. and 5:00 p.m. with one-half hour designated as unpaid period for lunch. The standard work week shall be five (5) consecutive days of work commencing on Monday. Starting time which is to be established at the pre-job conference will be applicable to all craft employees on the project. Should job conditions dictate a change in the established starting time and/or a staggered lunch period on certain work of the project or with individual crafts, the Contractor, Business Managers of the crafts involved and the E.B.C.T.C. shall mutually agree to such changes. If work schedule change cannot be mutually agreed to between these parties, the hours fixed in the Agreement shall prevail.

4.2 All time before and after the established work day of eight (8) hours, Monday through Friday and all the time on Saturday shall be paid for at the rate of time and one-half. All time on Sundays and Holidays shall be paid for at the rate of double time.

- (a) Fringe benefit payments for all overtime work shall be paid in accordance with each craft's Current Collective Bargaining Agreement.

4.3 Shifts may be established when considered necessary by the Contractor.

- (a) Shift hours and rates for a two(2) shift operation shall be as follows:
  - (1) First Shift - Employees shall be required to work eight (8) hours for eight (8) hours pay plus one-half (1/2) hour unpaid lunch period.
  - (2) Second Shift - Employees shall receive 10% above their basic hourly wage and shall be required to work eight (8) hours for eight (8) hours pay plus one-half (1/2) hour unpaid lunch period.
- (b) Shift hours and rates for a three(3) shift operation shall be as follows:
  - (1) First Shift - Employees shall be required to work eight (8) hours for eight hours pay plus one-half (1/2) hour unpaid lunch period.
  - (2) Second Shift - Employees shall receive 10% above their basic hourly wage and shall

be required to work seven and one-half (7 1/2) hours for eight (8) hours pay plus one-half (1/2) hour unpaid lunch period.

- (3) Third Shift - Employees shall receive 10% above their basic hourly wage and shall be required to work seven (7) hours for eight (8) hours pay plus one-half (1/2) hour unpaid lunch period.

- (c) Shifts shall be established and continue for a minimum of five (5) consecutive days.
- (d) If only two shifts are to be worked, the Contractor may regulate starting times of the two shift operation to maximize utilization of daylight hours.
- (e) Any shift which continues indefinitely shall be considered overtime as long as it continues, excluding the first (8) hours, should they be regular hours as described above.

4.4 Recognized Holidays shall be as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day (November 11th), Thanksgiving and the day after, and Christmas Day. Holidays which fall on Sunday shall be observed on the following Monday, Saturday holidays shall be observed on the prior Friday.

#### ARTICLE V - ABSENTEEISM

5.1 The Contractor and the Union agree that chronic and/or unexcused absenteeism is undesirable and must be controlled. Employees that develop a record of such absenteeism shall be identified by the Contractor to the appropriate referral facility and the Contractor shall support such action with the work record of the involved employee. Any employee terminated for such absenteeism shall not be eligible for rehire on the project for a period of no less than ninety (90) days.

#### ARTICLE VI - MANAGEMENT RIGHTS

6.1 The Contractor retains and shall exercise full and exclusive authority and responsibility for the management of its operations, except as expressly limited by the terms of this Agreement.

#### ARTICLE VII - GENERAL WORKING CONDITIONS

7.1 Employment begins and ends at the project site.

7.2 Employees shall be at their place of work at the starting time and shall remain at their place of work until quitting time. The parties reaffirm their policy of a fair days work for a fair days pay.

7.3 The Contractor may utilize brassing, time clocks or other systems to check employees in and out. Should such procedures be required, the techniques and rules regarding such procedures shall be established by mutual consent of the parties at the pre-job conference.

7.4 There shall be no limit on production by workmen nor restrictions on the full use of tools or equipment. Craftsmen using tools shall perform any work of the trades and shall work under the direction of the craft foreman. There shall be no restrictions on efficient use of manpower other than as may be required by safety regulations.

7.5 Crew Foreman shall be utilized as per the existing collective bargaining agreements. The Contractor agrees to allow crew Foreman ample time to direct and supervise their crew. The Union agrees there will be no restrictions placed on crew foremans ability to handle tools and materials.

7.6 The Contractor may utilize the most efficient methods or techniques of construction, tools or other labor saving devices to accomplish the work. Practices not a part of the terms and conditions of this Agreement will not be recognized.

7.7 Should overtime work be required, the Contractor will have the right to assign specific employees and/or crews to perform such overtime work as is necessary to accomplish the work.

7.8 The Contractor may establish such reasonable project rules as the Contractor deems appropriate. These rules will be reviewed and established at the pre-job conference and posted at the project site by the Contractor.

7.9 It is recognized that specialized or unusual equipment may be installed on the project and in such cases, the Union recognizes the right of the Contractor to involve the equipment supplier or vendor's personnel in supervising the setting of the equipment. These personnel may make modifications and final alignment which may be necessary prior to and during the start-up procedure, in order to protect factory warranties.

7.10 In order to promote a harmonious relationship between the equipment or vendor's personnel and the Building Trades craftsmen, a meeting shall be held between the Contractor and the E.B.C.T.C. prior to any involvement on the project by these personnel. The Contractor will inform the E.B.C.T.C. of the nature of involvement by these personnel and the numbers of personnel to be involved, allowing ample time for the Union representatives to inform their stewards prior to the start of any work.

7.11 Equipment or material delivered to the job site will be unloaded promptly without regard to jurisdictional disputes which will be handled as per the provisions of this Agreement. The Contractor will supply E.B.C.T.C. with delivery schedules, allowing as much time as possible to insure the appropriate crafts will be available to unload the materials or equipment.

#### ARTICLE VIII - SAFETY

8.1. The employees covered by the terms of this Agreement shall at all times while in the employ of the Contractor be bound by the safety rules and regulations as established by the Contractor in accordance with the Construction Safety Act and OSHA.

- (a) These rules and regulations will be published and posted at conspicuous places throughout the project.

8.2 In accordance with the requirements of OSHA, it shall be the exclusive responsibility of each Contractor on a jobsite to which this Agreement applies, to assure safe working conditions for its employees and compliance by them with any safety rules contained herein or established by the Contractor. Nothing in this Agreement will make the E.B.C.T.C. or any of its affiliates liable to any employees or to other persons in the event that injury or accident occurs.

#### ARTICLE IX - SUBCONTRACTING

The Project Contractor agrees that neither it nor any of its contractors or subcontractors will subcontract any work to be done on the Project except to a person, firm or corporation who is or agrees to become party to this Agreement. Any contractor or subcontractor working on the Project, shall, as a condition to working on said Project, become signatory to and perform all work under the terms of this Agreement. The furnishing of materials, supplies or equipment and the delivery thereof shall be in no case be considered subcontracting.

## ARTICLE X - UNION REPRESENTATION

10.1 Authorized representatives of the E.B.C.T.C. and its signatory affiliates shall have access to the project provided they do not interfere with the work of the employees and further provided that such representatives fully comply with the visitor and security rules established for the project.

10.2 Each E.B.C.T.C. affiliate which is a party to this Agreement, shall have the right to designate a working journeyman as a steward. Such designated steward shall be a qualified worker performing the work of that craft and shall not exercise any supervisory functions. Each steward shall be concerned with the employees of the steward's employer and not with the employees of any other employer.

10.3 The working steward will be paid at the applicable wage rate for the job classification in which he is employed.

10.4 The working steward shall not be discriminated against because of his activities in performing his duties as steward, and except as otherwise provided in local agreements, shall be the last employee in his craft to be laid off in any reduction in force. Stewards will be subject to discharge to the same extent that other employees are only after notification to the Union Representative. The Contractor will permit stewards sufficient time to perform the duties inherent to a steward's responsibilities. Stewards will be offered available overtime work if qualified.

## ARTICLE XI - DISPUTES AND GRIEVANCES

Section 1: This Agreement is intended to provide close cooperation between management and labor. Each of the Unions will assign a representative to this Project for the purpose of completing the construction of the Project economically, efficiently, continuously, and without interruption, delays, or work stoppages.

Section 2: The Contractors, Unions, and the employees, collectively and individually, realize the importance to all parties to maintain continuous and uninterrupted performance of the work of the Project, and agree to resolve disputes in accordance with the grievance-arbitration provisions set forth in this Article.

Section 3: Any questions or dispute arising out of and during the term of this Project Agreement (other than trade jurisdictional disputes) shall be considered a grievance and subject to resolution under the following procedures:

Step 1. (a) When any employee subject to the provisions of this Agreement feels he or she is aggrieved by a violation of this Agreement, he or she, through his or her local union business representative or job steward, shall, within five (5) working days after the occurrence of the violation, give notice to the work-site representative of the involved Contractor stating the provision(s) alleged to have been violated. The business representative of the local union or the job steward and the work-site representative of the involved Contractor and the Project Contractor shall meet and endeavor to adjust the matter within three (3) working days after timely notice has been given. The representative of the Contractor shall keep the meeting minutes and shall respond to the Union representative in writing (copying the Project Contractor) at the conclusion of the meeting but not later than twenty-four (24) hours thereafter. If they fail to resolve the matter within the prescribed period, the grieving party may, within forty-eight (48) hours thereafter, pursue Step 2 of the Grievance Procedure, provided the grievance is reduced to writing, setting forth the relevant information concerning the alleged grievance, including a short description thereof, the date on which the grievance occurred, and the provision(s) of the Agreement alleged to have been violated.

(b) Should the Local Union(s) or the Project Contractor or any Contractor have a dispute with the other party and, if after conferring, a settlement is not reached within three (3) working days, the dispute may be reduced to writing and proceed to Step 2 in the same manner as outlined herein for the adjustment of an employee complaint.

Step 2. The International Union Representative and the involved Contractor shall meet within seven (7) working days of the referral of a dispute to this second step to arrive at a satisfactory settlement thereof. Meeting minutes shall be kept by the Contractor. If the parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days thereafter.

Step 3. (a) If the grievance has been submitted but not adjusted under Step 2, either party may request in writing, within seven (7) calendar days thereafter, that the grievance be submitted to an Arbitrator mutually agreed upon by them. The Contractor and the involved Union shall attempt mutually to select an arbitrator, but if they are unable to do so, they shall request the American Arbitration Association to provide them with a list of arbitrators from which the Arbitrator shall be selected. The rules of the American Arbitration Association shall govern the conduct of the arbitration hearing. The decision of the Arbitrator shall be final and binding on all parties, the fee and expenses of such Arbitration shall be borne equally between the Contractor and the involved Local Union(s).

(b) Failure of the grieving party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the parties involved at the particular step where the extension is agreed upon. The Arbitrator shall have the authority to make decisions only on issues presented to him or her, and he or she shall not have authority to change, amend, add to or detract from any of the provisions of this Agreement.

Section 4. The Project Contractor and Owner shall be notified of all actions at Steps 2 and 3 and shall, upon their request, be permitted to participate in all proceedings at these steps.

#### ARTICLE XII -- JURISDICTIONAL DISPUTES

Section 1. The assignment of work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of jurisdictional Disputes in the Construction Industry (the 'Plan') or any successor Plan.

Section 2. All jurisdictional disputes on this Project, between or among Building and Construction Trades Unions and employees, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractors and Unions parties to this Agreement.

Section 3. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and Contractor's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 4. Each Contractor will conduct a pre-job conference with the Egyptian Building and Construction Trades Council prior to commencing work. The Project Contractor and the Owner will be advised in advance of all such conferences and may participate if they wish.



#### ARTICLE XIII - WORK STOPPAGES AND LOCKOUTS

13.1 During the term of this Agreement there shall be no strikes, picketing, work stoppages, slow downs or other disruptive activity for any reason by the E.B.C.T.C., its affiliates or by any employee and there shall be no lockout by the Contractor. Failure of any Union or employee to cross any picket line established at the project site is a violation of this Article.

13.2 The E.B.C.T.C and its affiliates shall not sanction, aid or abet, encourage or continue any work stoppages, picketing or other disruptive activity and will not make any attempt of any kind to dissuade others from making deliveries to or performing services for or otherwise doing business with the Contractor at the project site. Should any of these prohibited activities occur the Union will take the necessary action to end such prohibited activities.

13.3 No employee shall engage in any activities which violate this Article. Any employee who participates in or encourages any activities which interfere with the normal operation of the project shall be subject to disciplinary action, including discharge, and if justifiably discharged for the above reasons, shall not be eligible for rehire on the same project for a period of not less than ninety (90) days.

13.4 Neither the E.B.C.T.C. or its affiliates, shall be liable for acts of employees for which it has no responsibility. The principal officer or officers of the E.B.C.T.C. will immediately instruct, order and use the best efforts of his office to cause the affiliated union or unions to cease any violations of this Article. The E.B.C.T.C. in its compliance with this obligation shall not be liable for unauthorized acts of its affiliates. The principal officer or officers of any involved affiliate will immediately instruct, order or use the best effort of his office to cause the employees the union represents to cease any violations of this Article. A union complying with this obligation shall not be liable for unauthorized acts of employees it represents. The failure of the Contractor to exercise its right in any instance shall not be deemed a waiver of its right in any other instance.

13.5 In lieu of any action at law or equity, any party shall institute the following procedure when a breach of this Article is alleged, after all involved parties have been notified of the fact.

- (a) The party invoking this procedure shall notify an individual to be mutually agreed upon, whom the parties agree shall be the permanent arbitrator under this procedure. In the event the permanent arbitrator is unavailable at any time, he shall appoint his alternate. Notice to the arbitrator shall be by the most expeditious means available, with notice by telegram or any effective written means to the party alleged to be in violation and all involved parties.
- (b) Upon receipt of said notice the arbitrator named above shall set and hold a hearing within twenty-four (24) hours if it is contended the violation still exists but not before twenty-four (24) hours after the telegraph notice to all parties involved as required above.
- (c) The Arbitrator shall notify the parties by telegram or any other effective written means, of the place and time he has chosen for this hearing. Said hearing shall be completed in one session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an Award by the Arbitrator.
- (d) The sole issue at the hearing shall be whether or not a violation of this Article has in fact occurred. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an Opinion. If any party desires an Opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The Arbitrator may order cessation of the violation of this Article, and such Award shall be served on all parties by hand or registered mail upon issuance.
- (e) Such Award may be enforced by any court of competent jurisdiction upon the filing of the Agreement and all other relevant documents referred to hereinabove in the following manner.

Telegraphic notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's Award as issued under Section 13.5 of this Article, all parties

waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's Award shall be served on all parties by hand or by delivery to their last known address or by registered mail.

- (f) Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance therewith are hereby waived by parties to whom they accrue.
- (g) The fees and expenses of the Arbitrator shall be borne by the party or parties found in violation, or in the event no violation is found, such fees and expenses shall be borne by the moving party.

#### ARTICLE XIV - DRUG ABUSE PREVENTION, DETECTION & AWARENESS PROGRAM

14.1 Believing that a drug free work place is consistent with a safe work environment, the Union agrees to adhere to the Drug Abuse Prevention, Detection & Awareness Program, should the Contractor and/or owner require all employees to be drug tested.

#### ARTICLE XV - BUILDING TRADES DUES DEDUCTION

15.1 It is agreed that the Contractor and all Sub-contractors will deduct from the wages of all employees who authorize such deductions in writing, the amount of five cents (.05) per hour for each hour worked as and for Building Trades Dues and will promptly remit the dues deducted to the E.B.C.T.C., not later than the tenth of the month following the month in which such deduction is made.

#### ARTICLE XVI - GENERAL SAVINGS CLAUSE

16.1 If any Article or provision of this Agreement shall be declared invalid, inoperative or unenforceable by any competent authority of the executive, legislative, judicial or administrative branch of the Federal or State government, the Employer and the Union shall suspend the operation of such Article or provisions during the period of its invalidity and shall substitute by mutual consent, in its place and stead, an Article or provision which will meet the objections to its validity and which will be in accord with the intent and purpose of the Article or provision in question.

16.2 If any Article or provision of this Agreement shall be held invalid, inoperative or unenforceable by operation of law or by any of the above mentioned tribunals of competent jurisdiction, the remainder of this Agreement or the application of such Article or provision to persons or circumstances other than those as to which it has been held invalid, inoperative or unenforceable shall not be affected thereby.

ARTICLE XVII - TERM OF AGREEMENT

17.1 This Agreement shall be in full force as of and from the date shown above to and including the end of all construction by the Contractor.

EGYPTIAN BUILDING TRADES

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

THE UNDERSIGNED PARTIES AGREES TO BE BOUND BY THE TERMS OF  
THE ATTACHED PROJECT LABOR AGREEMENT:

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

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

EGYPTIAN BUILDING AND CONSTRUCTION TRADES COUNCIL  
P.O. BOX 156  
WEST FRANKFORT, IL 62896  
(618) 937-4505

AUTHORIZED SIGNATURE: \_\_\_\_\_

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

SCHEDULE A

PARTICIPATION AGREEMENT

The undersigned, a subcontractor to \_\_\_\_\_ agrees  
to be bound to the attached Project Agreement negotiated between  
\_\_\_\_\_ and the Egyptian Building  
and Construction Trades Council.

\_\_\_\_\_  
Subcontractor

\_\_\_\_\_  
By

\_\_\_\_\_  
Project Name

\_\_\_\_\_  
Date

## BIDDER'S EMPLOYEE UTILIZATION FORM

Work force hiring goals listed below are applicable to this contract. The bidder's workforce projection shall include all subcontract work under the contract.

Failure to complete the PC-2 from may result in bid rejection.

SIUC acceptance of the Bidder's PC-2 projection is a condition of contract award. SIUC will notify the bidder if the projection is unacceptable. The bidder shall be given the opportunity to negotiate an acceptable projection with the SIUC. Failure to reach an acceptable projection may result in rejection of the contract award.

### GOALS

The following workforce hiring goals are in effect for each trade. These goals represent a minimum of **total** workforce hours.

### INSTRUCTIONS

**Minority / Female Utilization**  
**Project: RFQ # S1334M Demolition of**  
**Agricultural Sciences Greenhouse Percent**  
**Trade: General Contractor**

Sheetmetal	25 %
Equipment Operator	20 %
Mechanics	12 %
Ironworker/BoilerMaker )	15 %
Carpenters	25 %
Accoustical Tiler	15 %
Ceramic Tile Setters	12 %
Brick Mason/Tuckpointers	15 %
Cement Masons	20 %
Lathers-Metal/wood	12 %
Tapers	12 %
Plasters	15 %
Painters	15 %
Glaziers	12 %
Roofers	25 %
Metal Deck Roofers	12 %
Pipefitters	25 %
Plumbers	25 %
Insulators	12 %
Temperature Control	15 %
Laborers	33 %
Electrician	25 %
Fencing/ Guard Rails	12 %
Landscaping	20%
Well Drilling	0%
Truck Drivers	15 %
Air Test & Balancing	0 %
Sandblast/Waterproofing/Caulkers	12 %
Asbestos Workers	30 %
Terrazzo	12 %
Carpet	15 %

Project the total number of employees to be used in the performance of the contract work by your firm and your subcontractors. Include within the projections, separate numbers for Journeymen and Apprentices by the letters "J" and "A".  
(See next Page)

---

Contact Person

---

Firm Name

---

Address

---

Address

---

Telephone Number

## BIDDER'S EMPLOYEE UTILIZATION FORM

**Project: RFQ # RFQ # S1334M - Demolition of Agricultural Sciences Greenhouse**  
**General Contractor**

[illegible]



# Business Enterprise Program Goals

## CONTRACT GOALS FOR MINORITY / FEMALE BUSINESS PARTICIPATION

**Project:** S1334M

**Trade:** General Contractor

**GOALS:** The BEP goal for the “**Demolition of Agricultural Sciences Greenhouse**” project is 20 percent (20%) of the amount of the contract awarded by SIUC. This goal can be achieved by any combination of percentages of the amount of the contract awarded by SIUC.

**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 Central Management Services web site for BEP owned enterprises. See General Information section of the bid documents.

### 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 and Zip	Telephone Number	BEP Denotation Certified by CMS
		____ MBE      ____ FBE
		____ MBE      ____ FBE
		____ MBE      ____ FBE

The Bidder represents to SIUC 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 SIUC will meet or exceed the specified BEP goals.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Signature, Title

\_\_\_\_\_  
Date

**SIGNATURE IS REQUIRED**

**Note:** Transfer any BEP supplier or manufacturer information to your subcontractor list.

## SUBCONTRACTORS

Name	Address	Phone	Email	Amount

(Make copies of this page if additional space is needed for reporting)

- 
- Subcontractors shall, as a material requirement and condition of this contract, be and remain in compliance with this attachment.
  - If this is a multi-year subcontract, including the initial term and all optional renewals, subcontractor shall reconfirm compliance with this Attachment by July 1 of each year that this subcontract remains in effect.
  - Subcontractor shall obtain from all subsequent subcontractors a statement of compliance with these provisions.
  - Should Subcontractor or its subcontractors fail to be or remain in compliance, the subcontract may be void by operation of law or the subcontract may be voidable at the option of the state. Violation of certain provisions may also be a civil or criminal offense.
  - If any subsection is not applicable to this subcontract it shall be ignored and may be noted as not applicable without affecting the remaining subsections.
  - Subcontractor, its employees and subcontractors will comply with applicable provisions of the U.S. Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this subcontract.
  - Subcontractor will agree to sign the same "Contract Certifications" as the prime contractor for this project.

# AFFIDAVIT

The Bidder certifies that it is aware of the requirements of Public Act 097-0369 (30 ILCS 500/30-22) and that, if awarded a contract, it is or will be in full compliance with the law prior to beginning work, including the requirement to sign with Southern Illinois University a written affidavit which meets or exceeds the requirements of the Act. The requirements of this Public Act are a material part of the contract and the Contractor shall maintain an Illinois office as the primary place of employment for persons employed in the construction authorized by the contract.

---

**Company name**

---

**Telephone number**

---

**Printed name and title**

---

**Signature & date**

**Substance Abuse:**

The Bidder certifies that it is aware of the requirements of Public Act 95-635 (820 ILCS 130/5.5), known as the Substance Abuse Prevention on Public Works Projects Act, and that, if awarded a contract, it is or will be in full compliance with the law prior to beginning work, including the requirement to file with Southern Illinois University a written substance abuse plan which meets or exceeds the requirements of the Act. The requirements of this certification and disclosure are a material part of the contract, and the Contractor shall require this certification provision to be included in all subcontracts.

Company: \_\_\_\_\_

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

Printed name: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

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

The vendor hereby certifies that they have not altered or modified the original content of the University Bid/Request for Proposal specifications, or the associated documents including original drawings or graphics. Vendor understands that failure to comply with this requirement may result in the offer being disqualified and, if determined to be a deliberate attempt to misrepresent the offer, may be considered sufficient basis to suspend or debar the violating party from consideration for future contract awards.

Title

The vendor shall clearly state on this response any exceptions to or deviations from or additions to any of the listed specifications, terms, and conditions; otherwise, the respondent will be held responsible for compliance in detail with the specifications listed in the Proposal. Please list exceptions below. (NOTE: References to any attached brochures will not satisfy the requirement for listing exceptions to specifications. Respondent must list exceptions below and using additional pages if necessary and noted with the heading "Exceptions and/or Alternate Offers".) Exceptions must refer to item or item number or topic and page number.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Use additional pages if necessary

### **Small Business Identification**

If you are a small business as defined below please check the appropriate boxes. We are requesting this information in furtherance of Public Act 97-307, the Small Business Contracts Act, which establishes a goal of contracting with small businesses in Illinois.

"Small Business" means a business that (1) operates with an Illinois address, (2) pays Illinois income tax, (3) is independently owned and operated, (4) is not dominant in its field of operation, and (5) has annual sales and number of employees within the limits set below.

Please check the appropriate boxes.

- ☐ Wholesale business – annual sales for the most recently completed fiscal year cannot exceed \$10,000,000.
- ☐ Retail business or business selling services – annual sales and receipts cannot exceed \$6,000,000.
- ☐ Construction business – annual sales and receipts cannot exceed \$10,000,000.
- ☐ Combination business (any combination of a wholesale, retail or construction) - the annual sales for each type of business in the combination may not exceed the corresponding amounts shown above.
- ☐ Manufacturing business – cannot employ more than 250 persons and may not have annual sales and receipts that exceed the above criteria. 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.

I certify that the above information is true and correct and may be used and relied upon when making procurement decisions and awards.

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

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

Phone: \_\_\_\_\_

Officer's signature: \_\_\_\_\_

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

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

**Request for Taxpayer Identification Number & Certification**

(SUBSTITUTE FORM)

Give form to the  
requester. Do not  
send to the IRS

Full Legal Individual Name (Individual, Sole Proprietor, Single Member LLC) or Legal Company Name (as shown on your income tax return)	
Doing Business As (DBA) Name or Disregarded Entity Name	Phone: Fax: Email:
Check appropriate box: <input type="checkbox"/> Corporation <input type="checkbox"/> Estate or Trust <input type="checkbox"/> Government <input type="checkbox"/> Individual <input type="checkbox"/> LP/LLP <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Tax Exempt <input type="checkbox"/> Limited Liability Company: Enter the tax classification: C = Corporation, P = Partnership, S = S Corporation ____ (If Corp, IRS Form 8832 required.) <input type="checkbox"/> Single Member LLC: Select tax classification: ____ C = Corporation (Copy of IRS acceptance letter (Form 8832) required.) ____ D = Disregarded Entity (SSN/EIN of <u>owner</u> must be given. EIN of Disregarded Entity will not be accepted.)	
Address (number, street and apt. or suite no.)	Requester's name and address <b>Board of Trustees of Southern Illinois University</b> <b>Southern Illinois University Carbondale</b> Procurement Services 113 Wakeland Hall MC 6813 1215 Douglas Drive Carbondale IL 62901 Phone: 618-453-5751 Fax: 618-453-6720 or 618-453-6714
City, State and Zip Code	
<b>PART I</b>	<b>Taxpayer Identification Number (TIN)</b>

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this generally is your social security number (SSN). However, for a sole proprietor or single member llc, this could be SSN and/or EIN or for a resident alien, this could be your ITIN. For other entities, it is your employer identification number (EIN). If you do not have a number, apply for one immediately. To apply for a SSN, contact your local Social Security Office ([www.socialsecurity.gov](http://www.socialsecurity.gov)). To apply for an EIN, apply online at [www.irs.gov/businesses](http://www.irs.gov/businesses) and select Employer ID Numbers under Businesses Topics. You may also call 1-800-TAX-FORM.

Note: The University screens and restricts the number of people that have access to this number and will not give this number to any other businesses or individuals.

SOCIAL SECURITY NUMBER or ITIN

			-								
--	--	--	---	--	--	--	--	--	--	--	--

or

EMPLOYER IDENTIFICATION NUMBER

			-								
--	--	--	---	--	--	--	--	--	--	--	--

**PART II** Certification

Under penalties of perjury, I certify that:

1. The number on this form is my correct taxpayer identification number, 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. person (including a U.S. resident alien).

**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. You are not required to sign the Certification, but you must provide your correct TIN. If you do not provide us with your correct taxpayer identification number, you may be subject to a \$50 penalty imposed by the IRS. In addition, you may be subject to 28% backup withholding on reportable payments.

Signature of U.S. person ►	Date ►
-------------------------------	--------

**FOR COMPLETE W-9 INSTRUCTIONS VISIT THE IRS WEB PAGE AT [www.irs.gov/forms-pubs](http://www.irs.gov/forms-pubs)****PART III** Business Enterprise Program for Minorities, Females and Persons with Disabilities

In order to promote the development and use of minority or minority-owned businesses or services, Southern Illinois University, as an Illinois public university, is required to participate in the State of Illinois' Business Enterprise Program (BEP) for minorities, females, and persons with disabilities. The completion of this section will play an important role in our University's goal to obtain goods and services from qualifying individuals or businesses.

SELECT THE APPROPRIATE BOXES:

(PLEASE DO NOT LEAVE BLANK)

If an individual: <input type="checkbox"/> Female <input type="checkbox"/> Male
If a company: <input type="checkbox"/> Female Owned (must own 51% or more) <input type="checkbox"/> Not Applicable
Select appropriate category: <input type="checkbox"/> African American <input type="checkbox"/> Alaskan American <input type="checkbox"/> Asian American <input type="checkbox"/> Caucasian <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Decline To Answer
If disabled, please check: <input type="checkbox"/> Person with Disability

When submitting your response, please use the mailing label below. This will direct your response to the correct address and alert the Procurement Services staff to provide special handling.

☐ Please check if you  
are submitting a no bid.

**RFQ#:**

**Due Date:**

SOUTHERN ILLINOIS UNIVERSITY  
PROCUREMENT SERVICES MC 6813  
113 WAKELAND HALL, RM 103  
1215 DOUGLAS DRIVE  
CARBONDALE, IL 62901  
|||00|||00|||00|||