

**REQUEST FOR PROPOSAL
NR012919**

For

ILLINOIS STATE UNIVERSITY

STUDENT HOUSING PARTNERSHIP DEVELOPMENT PROJECTS

PROPOSAL DUE

January 29, 2019
2:00 PM Local Time
Illinois State University
1220 Purchasing Office
100 S. Fell Ave., Suite D
Normal, IL 61790-1220

CONTACT PERSON

Nick Mullins
1220 Purchasing
Illinois State University

Phone: (309) 438-7614
Fax: (309) 438-5555
E-Mail: namulli@ilstu.edu

SCHEDULE FOR PROPOSAL

Send Out Request for Proposal:	December 21, 2018
Voluntary Pre-Submission Conference:	January 10, 2019 10:00 AM Local Time Location: CONFERENCE CALL ONLY (888) 822-7517 – access code 5604312
Questions about the Proposal Due:	January 11, 2019 2:00 PM Local Time Nick Mullins 1220 Purchasing Illinois State University Normal, IL 61790-1220 Fax: (309) 438-5555 E-Mail: namulli@ilstu.edu
Respond to Questions: (on Procurement Bulletin)	January 16, 2019
Proposal Due:	January 29, 2019 2:00 PM Local Time Illinois State University 1220 Purchasing 100 S. Fell Ave., Suite D Normal, IL 61790-1220 Attn: Nick Mullins, NR012919
Evaluation of Proposals:	January 30, 2019 – February 8, 2019
Notification of Finalists:	Week of February 11, 2019
Finalist Proposals and Presentations Due:	Week of February 25, 2019
Site Visits:	March – April 2019

NOTE: Proposer must complete the enclosed Vendor Disclosure of Financial Interest form, Iran Statement, and State Board of Elections Certification number and form. Failure to complete and return these forms with Proposer's response will result in its being considered non-responsive to this solicitation.

Questions concerning the proposal must be in writing, by mail, fax, or e-mail.

Discussions, to the extent permitted under current procurement law in Illinois, may be conducted with proposers who submit proposals determined to be reasonably viable and qualified for being selected for award, but proposals may be accepted without such discussions.

Evaluation of proposals will be based on the criteria listed and priority order as indicated in the evaluation section of the Request for Proposal (RFP)

Any portions of your response that is proprietary and should not be opened to public inspection must be clearly marked in your response.

The Proposer is hereby warned that any part of its Proposal or any other material marked as confidential, proprietary, or trade secret, can only be protected to the extent permitted by Illinois law.

The Proposer remains responsible for insuring that its Proposal is received at the time, date, place, and office specified. The University assumes no responsibility for any Proposal not so received, regardless of the reason or circumstance of delay. Proposals received after the time specified in the RFP will not be considered. All Proposals received after the specified time will be returned unopened and marked "Received Too Late for Consideration".

Proposals must be kept firm for at least **180** days after the proposal opening date. If no alternative length of time is indicated by the Proposer, the University will consider the offer as an acceptable offer until a Memorandum of Understanding is finalized between the Proposer and the University or until the Proposer provides written notice to the contrary.

From the date of issuance of the RFP until the opening date, the Proposer must not make available or discuss its Proposal, or any part thereof, with any employee or agent of the University.

Two (2) paper copies, and one (1) electronic copy of your response to the RFP must be submitted, including all supporting documents, diagrams, and other materials requested.

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SECTION 1

1.0 BACKGROUND INFORMATION AND NEED FOR SERVICE

Illinois State University is a publicly-supported higher educational institution (awarding baccalaureate, masters, and doctoral degrees in numerous academic disciplines), located in Normal, Illinois. The University's central campus supports an enrollment of about 20,000 students, with over 6,000 students living on campus in university-owned and operated housing facilities in West Campus, East Campus, Watterson Towers, Cardinal Court Apartments, and Fell and School Street apartments.

Illinois State University on behalf of University Housing Services requests proposals from qualified providers regarding the provision of student residential facilities in several possible locations on or near the campus. The University is seeking to augment its current on-campus housing offerings to meet the needs of single, undergraduate, freshman, sophomore, junior and senior students in a housing type not currently available on the campus. The University wishes to pursue a public – private partnership or (P3) arrangement with established firm(s) that may include an operating agreement that has the option to culminate in University ownership of the asset after a stated period of time.

The University wishes to have developers make residential living space available for up to 1,200 new beds/single students (preferably in one contiguous building containing pod-style residential spaces that are designed to accommodate at least 800 students at the same site) at location(s) on or near campus. This development must be constructed on available land owned either by the University or by a proposer, in whole or in part, and located in an area currently zoned for multiple residential living complexes, preferably located within approximately ½ mile of the campus, as measured from the center of the ISU campus Quadrangle. Illinois State University invites offers from qualified firms to provide professional planning, financing, design and construction of a high quality, professionally operated facility.

Illinois State University seeks a project that will achieve the following objectives:

- Continue to enhance the supportive living and learning community for students in a residential facility which complements the University environment
- Deliver new facilities in a fiscally responsible manner providing students competitive, affordable, and comparable alternatives to the local market
- Provide educational programs consistent with the mission and strategic goals of University Housing Services and Illinois State University
- Provide a business structure which will not pose financial risk to Illinois State University
- Provide a sustainable, long-term revenue stream for the University
- Quality Construction
- Fall 2021 occupancy for the project

This privately-developed student housing is expected to become an integral part of the University's Housing program, and will be promoted, along with residence halls and apartments owned and managed by ISU, in published materials and on University's Student Housing website to eligible prospective and enrolled students and their parents.

This housing complex will also support ISU's strategic aspirations to not only grow but diversify the on-campus housing stock. Accommodating unmet non-apartment demand along with a de-densification of residence halls creates a need for additional on-campus beds to accommodate the University's two-year on-campus live-on requirement. De-densification, enhanced social spaces, and academic integration will create an improved and consistent residential experience for the University and our neighboring communities. The creation of a new residential community that allows for the accommodation of the two year live-on requirement with developmentally appropriate unit types is a priority.

The University's current housing facilities have been well-maintained, exhibit strong occupancies, and provide a satisfactory housing experience for students. This newly developed housing complex must continue to provide a quality and satisfactory housing experience for students. In addition, a robust student-focused off-campus market exists in close proximity to the ISU campus. In order to maintain occupancies, this project will highlight the university's competitive advantages of convenience, campus integration, safety, trustworthiness as a building manager, and affordability. The successful firm will be expected to manage and facilitate a participatory process that joins the talents of the university staff with those of the consultant's team in an effective manner. The planners will be expected to develop student housing plan recommendations that address the needs of the campus and the final housing plan must include cost and implementation implications for identified near-term projects. The product of this housing planning process will be used to communicate with a wide range of constituencies including the campus community, board of trustees and the local community.

The contracted firm(s) will be responsible for any new construction from project inception, design through completion and initial occupancy by ISU students.

Occupancy availability for ISU students in any proposed facilities is expected beginning August 9, 2021.

Key Dates:

- | | |
|--|---------------------------|
| • RFP Issued | December 21, 2018 |
| • Voluntary Pre-Submission Conference Call | January 10, 2019 |
| • Proposer Questions Due | January 11, 2019 |
| • Answers to Questions Available on Procurement Bulletin | January 16, 2019 |
| • Proposals Due | January 29, 2019 |
| • Notifications of Finalists | Week of February 11, 2019 |
| • Finalists Proposals and Presentations Due | Week of February 25, 2019 |
| • Site Visits | March to April 2019 |

1.1 ABOUT ILLINOIS STATE UNIVERSITY

Illinois State University is Illinois' first public university founded in 1857.

Our Mission: We at Illinois State University work as a diverse community of scholars with a commitment to fostering a small-college atmosphere with large-university opportunities. We promote

the highest academic standards in our teaching, scholarship, public service and the connections we build among them. We devote all of our resources and energies to creating the most supportive and productive community possible to serve the citizens of Illinois and beyond.

ISU provides rigorous and engaging undergraduate and graduate academic programs across six colleges. Spring 2018 enrollment was 19,520 students comprised of the following:

- Undergraduates: 15,836
 - Freshman: 2,986
 - Sophomore: 3,455
 - Junior: 4,505
 - Senior: 4,890
- Graduate Students: 1,116
- Part-Time: 2,568

1.2 CAMPUS HOUSING OVERVIEW

ISU Housing, in the Division of Student Affairs, provides on-campus residential options for approximately 6,000 students in a variety of locations, living arrangements, and price points. The department's vision and mission statements are provided below.

Vision: ISU Housing serves as the model for developing inclusive living learning environments in which students prepare to serve the world in positive and transformative ways.

Mission: ISU Housing

- Connecting Students
- Building Relationships
- Inspiring Futures

Facilities / Offerings: ISU currently operates West Campus, East Campus, Watterson Towers, Cardinal Court Apartments, and Fell and School Street apartments. Total capacity of the on-campus housing stock is approximately 6,000 beds. A full range of options is provided across these facilities from traditional-style residence halls with community bathrooms to apartment options.

System-wide housing occupancy among these facilities was over 100% for the fall 2018 semester. ISU has a two-year on-campus live-on requirement.

Possible ISU Student Residence Project(s) Locations include but are not limited to:

1. Development of available land owned in whole or in part by a proposer in an area currently zoned for multiple residential living complexes, located as close as possible to the campus Quad, and not more than approximately ½ mile of the campus, as measured from the center of the ISU campus Quadrangle;

2. Proposers are also encouraged to present student housing development options on either existing properties or new facilities to be constructed that meet ISU requirements. The student development options could be located on existing land owned by a developer, or in partnership with the University involving a combination of privately owned parcels and ISU-owned land. Partnership or use of ISU-owned land would likely be subject to a long-term ground lease and an operating/property management agreement to include a negotiated rental revenue sharing arrangement, depending on the scope and cost of services to be provided under such agreements between the Proposer(s) selected for an award and the University. The University wishes to pursue a public-private partnership arrangement with established firm(s) that includes an operating agreement that has the option to culminate in University ownership of the asset after a stated period of time.

NOTE: If ISU does not or will not own the land, then certain State laws and requirements may apply (see Appendix II).

1.3 CONCESSION AGREEMENT

The University intends to award this solicitation as a concession in accordance with 30 ILCS 500/53-25. The anticipated agreements will evidence all terms and conditions of the concession agreement. The use of the Illinois Higher Education Procurement Bulletin for this project is to advertise this concession opportunity and post the award only and does not imply that any other provisions of the Procurement Code apply to this concession agreement. However, the University reserves the right to supplement this solicitation with other procurement procedures as it considers appropriate.

1.4 PROJECT TRANSACTIONS

The University is open to exploring all available financing options that are non-recourse. A transaction that eliminates or minimizes the credit impact and delivers a quality and affordable Project to the University is of the highest importance. The Developer will be responsible for all aspects of the development process including, potentially financing via a tax exempt conduit, A&E plan preparation, construction management and asset management.

1.5 AVAILABILITY OF DOCUMENTS

This competitive Bid/RFP and other procurement notices, as well as award information will be published at: <http://www.procure.stateuniv.state.il.us>.

Proposers intending to respond to any posted requirement are encouraged to visit that site to ensure 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 proposer to submit a response to a posted requirement in an electronic format. Any proposer receiving a copy of procurement documents from a bid referral service and/or other third party is solely responsible for insuring that they have received all necessary procurement documentation, including amendments. Interested proposers should note that the State Universities in Illinois do not charge (unless otherwise stated in the Bid/RFP documents) any fees 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 proposer that is not appropriately registered with the issuing University.

1.6 NOTIFICATION

All communications hereunder shall be in writing to the person and address listed below.

Notices to the University shall be sent to:

Nick Mullins

Illinois State University

1220 Purchasing

Normal, IL 61790-1220

Email: namulli@ilstu.edu

1.7 REPORTS AND OTHER DELIVERABLES

The proposer must supply ample information for the University to make an informed evaluation of proposed site and facilities. Proposers should read carefully Section 1.8, “Responding to the RFP, Appendix I, and Appendix II, following all instructions and providing all required and requested information. It is the proposer’s responsibility to return a completed and legible proposal to ISU in the same order and/or format in which it was received or downloaded by the proposer. All forms/pages must be completed and filled out in their entirety. Failure to submit a completed proposal, in its original form and order, with the required number of copies, may be grounds for disqualification.

Proposers who wish to respond are encouraged to thoroughly read and familiarize themselves with the details of the RFP before completing the required and requested materials. No relief will be allowed from the RFP conditions unless the Proposer(s) make written exception(s) on the submitted proposal to the terms and conditions specified in the RFP.

1.8 ETHICAL CONDUCT

It is expected that suppliers for Illinois State University will adopt, both for themselves and their employees, the highest ethical standards in the industry. All proposers should become familiar with applicable State and Federal standards and/or statutes concerning ethical conduct in a business setting.

During this competitive process and after completion of award, all communications concerning the competitive process must be directed through the Purchasing Department contact.

It is also expected that once a contract has been awarded, proposers not receiving an award will not undertake any actions that might interfere with or be detrimental to the contractual obligations of the University. The University reserves the right to take any and all actions deemed appropriate in accordance with the State of Illinois procurement provisions in response to unethical conduct by a vendor.

1.9 RESPONDING TO THE RFP

Proposers responding to one or more projects should label each response separately, clearly identifying project location and labeling all supporting materials separately.

1.9.1 The following documents must be submitted by proposers to be considered responsive:

- Signed acknowledgement of RFP document terms (sections 1 and 2)
- Response to Appendix I including all stated submission requirements stated therein.
- Response to Appendix II (**if applicable - all must be completed and signed**)
- Provide copies of all agreements required to provide facilities and services to the University.
- Provide sufficient descriptive information (i.e. maps, drawings, specifications, if available) on proposed student housing solution(s)

1.9.2 Minorities, Females and Persons with Disabilities Participation and Utilization Plan

Illinois State University strongly supports the participation of businesses owned by minorities, females, and persons with disabilities in the implementation and execution of the contract resulting from this RFP. This solicitation contains an aspirational participation goal of at least 20% to include businesses owned and controlled by minorities, females, and persons with disabilities in the State's procurement and contracting or subcontracting processes. The participation goal should be achieved on either a direct basis or partnering through subcontracting/subconsultant efforts.

Prior to execution by the parties of any resulting contract, the successful proposer must submit a BEP Utilization Plan.

All questions regarding any subcontracting goal must be directed to the Solicitation Contact. If a BEP goal is identified, you must complete and attach the BEP Utilization Plan and Letter of Intent forms, which can be found at:
<https://www2.illinois.gov/cpo/HigherEd/Pages/Forms.aspx>.

Refer to Appendix III for additional information on fulfilling requirements for BEP participation.

1.10 PROPOSAL OPENING

All proposals received after the specified opening date and time will be returned unopened to the submitter. The public opening and reading of RFPs is for informational purposes only and is not to be construed as acceptance or rejection of any proposals submitted. In keeping with current state procurement laws, at the time of the opening of proposals, NO information regarding the contents will be read or displayed. The opening will only consist of reviewing each proposal for the completeness of required forms. A record of the proposals received in response to this RFP will be prepared and will be made open for public inspection AFTER any contract award is made.

1.11 VENDOR PRESENTATIONS

The University reserves the right to, but is not under any obligation, to request and require that selected proposer(s) provide a formal on-site presentation of their proposal at a date and time to be determined. If required by the University, it is expected that such presentation will not exceed 2-3 hours. No proposer will be entitled to attend, or otherwise receive any information, regarding any presentation made by other proposers.

1.12 CONTINGENCIES

The University will hold the successful proposer responsible for any information provided in the proposal in response to the RFP. Any additional charges for contingencies discovered by the proposer at any time after the date of submission of this proposal will not be considered by the University. No claim for relief due to any errors or omissions will be considered, and the proposer will be held strictly to the proposal as submitted. Any prospective proposer finding discrepancies in, or omissions from, any of the documents or RFP contents, or in doubt as to their meaning, shall advise the ISU Director of Purchases, who will issue any necessary clarification(s).

1.13 PROPOSAL MODIFICATION

Proposals submitted prior to the RFP opening date and time may be modified or withdrawn by the proposer by providing written notice to the University. Such written notices must be received prior to the time of the opening of all proposals. If received prior to the opening of proposals, any modifications submitted will be accepted and changed provided that the request is clearly marked "Modification of Proposal." No modifications will be accepted at any time after the proposal opening date and time.

1.14 PROPOSAL WITHDRAWAL

Proposals may be withdrawn by letter, e-mail, or in person prior to the time and date established for the opening of all proposals received in response to this RFP.

1.15 REJECTION OF PROPOSALS, WAIVER OF IRREGULARITIES

The University reserves the right to reject any or all proposals, to waive irregularities and to accept proposal(s) that are considered to be in the best interests of the University and its students. All decisions made by the University shall be considered final.

1.16 ADDENDUM/ADDENDA

Any addenda issued by the University to Proposers prior to the opening date and time will include an addendum acknowledgement section, which must be signed by an authorized representative of the Proposer and returned with the proposal on or before the opening date and time. Failure to sign and return any addenda issued and all addenda acknowledgements may be grounds for rejection of the Proposer's response.

1.17 EXCEPTIONS

The RFP states all requirements, terms, specifications and conditions. Proposers taking exception to any terms, conditions or specifications must clearly state in writing their exceptions either on or with their proposal. The University will be the sole judge of the acceptability of any exception(s) noted, and is not bound to consider or accept any proposal submitted with stated exceptions.

1.18 RECOURSE FOR UNSATISFACTORY MATERIALS, EQUIPMENT AND PERFORMANCE

Any non-conformance to the specifications contained herein or unsatisfactory performance by the Proposer selected for an award shall be corrected in a timely manner to the University's satisfaction.

1.19 EVALUATION CRITERIA AND DEVELOPER SELECTION

This RFP evaluation and project execution will be conducted as a two-part process:

Part 1: The University will conduct a prequalification screening of all submitted proposals. The prequalification screening process will identify the developer(s) who, in the University's sole discretion, best meet the University's needs. The University reserves the right to reject any or all qualification submissions and to change or add to the criteria at any time during the selection process.

Finalists will be invited to submit detailed proposals which address the technical specifications along with a detailed financial plan. Finalists may be required to make an onsite campus presentation to discuss the specifications listed in this proposal.

The University reserves the right, but is not under obligation, to request and require that selected finalists provide references for work completed at a College or University setting for which ISU staff members will complete a site visit. It is expected that such visits will not exceed 1 – 2 days.

Part 2: Dependent upon required State legislature action to proceed with the project and execution of the development contract, the selected developer will proceed with the project as presented in its Part 1 proposal.

Developer Selection

Based upon its review of the pre-qualification submittals, the University will select one or more developers most qualified to undertake this project. The selected developers will be invited to submit detailed project proposals meeting the criteria proposed in the housing development requirements. Provide a detailed time schedule which identifies each milestone for timely completion of the project. Provide an explanation of how the project would be managed during

development. Including staff requirements and supervisory relationships within the development team.

1.20 FACTORS TO BE USED IN THE EVALUATION AND SELECTION PROCESS

The University will award the contract to the responsible proposer(s) whose Proposal is determined to be the most advantageous to the University and its students, taking into consideration the evaluation factors set forth in this RFP.

The following factors, grouped in relative order of importance, will be used in the evaluation of the submitted proposals.

The chart below shows the elements of Responsiveness in point format and the maximum number of points available for each element.

Responsiveness Elements*	Maximum # of Points Possible
Project Qualifications Section 1.3.1, Operations Section 1.3.4, Regulations Section 1.3.5	150
Development Plan Section 1.3.2, Construction Plan Section 1.3.3	300
Developer Qualifications 1.4, References 1.6	250
Finance/Budget Plan Section 1.5	300

*Sections are found in Appendix 1

The University may elect to use one or more committees to review and evaluate the proposals in accordance with the above criteria. The University may issue one or more requests for written clarification and may also schedule one-on-one interviews with developers for the purpose of clarifying or enhancing the University's understanding of proposals. Evaluations and rankings of proposers and their proposals are subject to sole discretion of the University, its staff and such professional and other advisors as it designates. The University will make the final determinations of developer proposals, as it deems appropriate, in its discretion, and in the best interests of the University and its students.

The inability of any proposer to meet the requirements of this proposal may be cause for rejection of a proposal.

The University reserves the right to reject any or all proposals or any part of a proposal and make award(s) which, in the opinion of the University, best meets its needs. In the case of rejection of all proposals, Illinois State University reserves the right to solicit new proposals.

1.21 FINAL NEGOTIATIONS

The University reserves the right to enter into discussions with finalist proposer(s) of the RFP for the purpose of clarifying University needs and the information supplied by the respondent. On the basis of the information supplied and discussions, if any, negotiations shall be entered into with the qualified proposer(s) for the purpose of securing an Agreement that is in the best interest of the University and its students. An award may be made on the basis of other than least cost. The successful proposer will be expected to enter into a ground lease and other agreement(s) with the University as required by the nature of the proposal.

The University reserves the right to accept or reject any or all proposals received as a result of this process or to cancel in part or in its entirety this RFP if it is in the best interest of the University. This process does not commit the University to issue an award or enter into an Agreement to pay any costs incurred in the preparation of any proposals or to procure or contract for the goods or services proposed.

1.22 AWARD OF CONTRACT

The University reserves the right to make multiple awards to this RFP. The University reserves the right to enter into contracts with other selected vendors for any and all services it deems necessary.

SECTION 2 – GENERAL TERMS AND CONDITIONS

2.0. ADMINISTRATION

The University Contract Representative, to be named later, will be the University's authorized representative in all matters pertaining to the administration of the terms and conditions of any resulting Agreement. All matters of interpretation, approval, or scheduling will be directed to the University Contract Representative.

2.1. GOVERNING LAW (ILLINOIS)

Any resulting Agreement will be governed and construed in accordance with the laws of the State of Illinois and in the event of a dispute; laws of the State of Illinois will prevail. Venue will be in Illinois.

The successful proposer agrees to comply with all laws, statutes, regulations, rulings or enactments of any governmental authority. The successful proposer will obtain (at its own expense) from third parties, including state and local governments, all licenses and permissions necessary for the performance of service.

2.2. AMENDMENTS

Any resulting Agreement will not be amended, modified, altered or changed except by mutual agreement confirmed in writing by an authorized representative of each party. Illinois State University may from time to time make changes in the services to be performed by issuing an amendment from its Purchasing Department to the proposer.

2.3. NON-DISCRIMINATION

The parties agree that in the performance of any Agreement they will not discriminate in any manner on the basis of race, creed, color, national origin, age, religion, sex, sexual orientation, marital status, or handicap protected by law. Such action will include, but is not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation. By submitting a proposal, proposers certify that they will conform to the provisions of the Federal Civil Rights Act of 1965, as amended.

2.4. INDEMNIFICATION

By submitting a response to this RFP, offeror agrees to hold harmless and indemnify the Board of Trustees of Illinois State University and its Trustees, officers, employees, and agents against all claims, liabilities, losses, costs and expenses (including reasonable attorney fees) arising from offeror's response to this RFP or any of offeror's employees, agents and subcontractors' activities associated with said response, including, by way of example and not limitation, claims related to damage to property, brokerage commissions, finder's fees, etc.

2.5. PROPOSER LIABILITY

The proposer will be liable for any associated costs of repairs for damage to buildings and for any costs or claims for personal injury or loss by employees, visitors or rental occupants on the premises.

In no event will Illinois State University be liable for any claims or liabilities arising out of the use of any libelous or other unlawful matter contained in data furnished in your response or any resulting agreement.

2.6. DEFAULT AND TERMINATION/TERMINATION BY COURT ORDER

2.6.1 It will be considered a default whenever the proposer:

- Defaults from the RFP materially in any way as instructed or specified.
- Disregards or violates material provisions of the RFP documents or University instructions, or fails to meet its obligations and requirements as outlined in this RFP.
- Declares bankruptcy, becomes insolvent, or assigns company assets for the benefit of creditors.

2.6.2 In the event that any contract awarded under this RFP is determined in any court action to be held in violation of any state law, the Proposer selected and under contract shall not look to the University for recovery of any damages or reimbursement of expenses of any kind or any amount paid thereunder.

2.6.3 Termination Without Cause

The University shall have the option, at its sole discretion and without cause, of terminating this Agreement in part or in whole by giving thirty (30) Days written notice to Vendor. Vendor agrees to accept such sums as allowed under this paragraph as its sole and exclusive compensation and waives any claim for other compensation or Losses, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect or incidental damages of any kind. Following such termination and within forty-five (45) Days after receipt of a billing from Vendor seeking payment of sums authorized by this paragraph, University shall pay to Vendor as its sole compensation for performance of the Work the following: for work performed as of the date of determination, reasonable close-out costs, and costs for fabricated items incurred prior to the termination date.

Vendor shall include provisions in all of its subcontracts, purchase orders and other contracts permitting termination for convenience by Vendor on terms that are consistent with this Agreement and that afford no greater rights of recovery against Vendor than are afforded to Vendor under this section.

Upon receipt of a notice of termination for default or for convenience, Vendor shall, unless the notice directs otherwise, do the following:

- (i) Immediately discontinue the Work to the extent specified in the notice;
- (ii) Place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for completion of such portion of the Work as is not discontinued;

(iii) Provide to University a description, in writing no later than fifteen (15) days after receipt of the notice of termination, of all subcontracts, purchase orders and contracts that are outstanding, including, without limitation, the terms of the original price, any changes, payments, balance owing, the status of the portion of the Work covered and a copy of the subcontract, purchase order or contract and any written changes, amendments or modifications thereto, together with such other information as University may determine necessary in order to decide whether to accept assignment of or request Vendor to terminate the subcontract, purchase order or contract;

(iv) Thereafter do only such Work as may be necessary to preserve and protect Work already in progress and to protect materials, plants, and equipment on the Project Site or in transit thereto.

2.7. NON-ASSIGNMENT

The agreement will be between the Board of Trustees of Illinois State University and the proposer. The proposer will not assign nor delegate the Agreement, its rights or obligations, or any of its terms without the prior and express written permission of Illinois State University.

2.8. PATENT AND COPYRIGHT

The Contractor and its Surety shall pay for all royalties, license fees, and patent or invention rights or copyrights and defend all suits or claims for infringements of any patent or invention right or copyrights involved in the items furnished hereunder.

The Proposer and its Surety shall hold and save the University and their officers, agents, servants and employees harmless from liability of any nature or kind, including cost and expenses, for, or on account of, any patented or unpatented invention, process, article or appliance furnished in the performance of the contract including its use by the University, unless otherwise specifically stipulated and agreed to by the Director of Purchases.

2.9. SUBCONTRACTING

If Proposer(s) intend to use Subcontractors to perform any portion of the work required, they must include a description of which portion(s) of the work will be subcontracted out, the names and addresses of potential Subcontractors and the expected amount of money each will receive under the Contract.

Contractor may not use the services of other Contractors/Subcontractors not named in the Contractor's proposal without prior written permission of the University. If at any time during the term of the resulting contract, a contractor adds or changes any subcontractor, he or she shall promptly notify, in writing, the University Contract Representative of the names and addresses and the expected amount of money each new or replaced subcontractor will receive.

2.10. ENTIRE AGREEMENT

Any ground lease or other Agreement related to this RFP, when fully executed, will supersede any and all prior and existing agreements, either oral or in writing, and will contain all of the covenants and agreements between the parties with respect to the subject matter of this agreement. Any amendment or modification must be in writing and signed by the parties hereto.

2.11. SEVERABILITY

It is understood and agreed that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Illinois, the validity of the remaining portions or provisions shall be construed and enforced as if it did not contain the particular part, term, or provision to be invalid.

2.12. PUBLICITY/ENDORSEMENT

Unless specifically authorized in writing by the University in final contracts, the proposer shall have no right to use, and shall not use, the name of the Board of Trustees of Illinois State University, its officials or employees, or the seal or marks of the University in advertising, publicity, or promotions;

2.13. INDEPENDENT CONTRACTOR

The proposer agrees that in all respects its relationship with the University will be that of an independent contractor and that it will not act or represent that it is acting as an agent of the University or incur any obligation on the part of the University without written authority of the University.

2.14. FORCE MAJEURE

Proposer shall not be held liable for delays in manufacturing, construction or delivery resulting from any circumstances beyond proposer's reasonable control, not occasioned by proposer fault or negligence or due to compliance with any sovereign decrees, orders, acts, instructions or priority requests of any federal, state, or municipal governments or any department or agency thereof, civil or military, acts of God, fires, floods, strikes, lockouts, embargoes, or wars. Upon the happening of any circumstances or causes aforesaid, the proposer shall notify the University without delay and any relief granted to the proposer shall be limited to an extension of delivery dates or times of performance to the extent caused.

2.15. DISPUTES

Any dispute arising under any executed agreement which is not settled by mutual consent of the parties shall be settled in the state or federal courts of the State of Illinois. Pending any decision, appeal or judgment in such proceedings, or the settlement of any dispute arising under any agreement, proposer shall proceed diligently with the performance of the work and provided services in accordance with the decision of the University.

2.16. INSURANCE REQUIREMENTS

General Contractor P3 RFP – 2.16.1 through 2.16.7

2.16.1 Required Coverages

The Contractor shall procure, as a Cost of the Work, the insurance coverages set forth in this section and shall maintain such coverages in full force and effect during the course of the Work and thereafter as set forth below.

2.16.1.1 Commercial General Liability Insurance

At all times during the course of the Work, the Contractor shall procure and keep in force a broad form Commercial General Liability Insurance Policy in form and substance acceptable to Owner, including a waiver of subrogation endorsement (ISO Form CG 2404 or its equivalent) in favor of the Additional Insured Parties (as identified in Section 2.16.4 hereof), and including the following coverages: Premises and Operations Liability, Explosion, Collapse and Underground Damage Liability; Personal Injury; Advertising Injury; Products/Completed Operations Liability; Broad Form Property Damage Liability; Fire Legal Liability; Blanket Contractual Liability supporting the Contractor's indemnification for claims of bodily injury or property damage in favor of the Additional Insured Parties subject to policy terms and conditions; and an endorsement stating that the General Aggregate Limit applies on a "per project" basis, using ISO CG 2503 endorsement or similar. If the policy includes a professional services exclusion, it may be no broader than ISO Form CG 28 80. Completed Operations and Products Liability Coverage shall be maintained for a period not less than the shorter of (a) the period of the statute of repose applicable to the Work and (b) ten years following the date of final payment for all services provided under the Contract or earlier termination of the Contract. The Commercial General Liability Insurance Policy must be written using ISO Form CG 00 01 or equivalent with limits not less than the following:

- Each Occurrence Limit: \$1,000,000
- Personal and Advertising Injury Limit: \$1,000,000
- Products/Completed Operations Aggregate Limit: \$2,000,000
- General Aggregate Limit \$2,000,000
- Other than Products/Completed Operations: \$2,000,000

2.16.1.2 Commercial Automobile Liability Insurance

At all times during the course of the Work, the Contractor shall procure and keep in force a Commercial Automobile Liability Insurance Policy in form and substance acceptable to Owner and including a Waiver of Subrogation endorsement (ISO Form CA 0444 or its equivalent) in favor of the Additional Insured Parties. The Commercial Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and non-owned vehicles, and must be written with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and/or property damage. Coverage must include loading and unloading

2.16.1.3 Workers' Compensation Insurance

At all times during the course of the Work, the Contractor shall procure and keep in force a Workers' Compensation Insurance Policy in form and substance acceptable to Owner and at the statutory limits (as may be amended from time to time), including Employer's Liability Insurance with limits of liability not less than (a) \$1,000,000 for bodily injury by accident, each accident, (b) \$1,000,000 for bodily injury by disease, each employee, and (c) \$1,000,000 aggregate liability for disease. The Workers' Compensation and Employer's Liability Insurance Policies must each include a waiver of subrogation endorsement (ISO Form WC 0003 or its equivalent) in favor of the Additional Insured Parties.

2.16.1.4 Excess or Umbrella Liability Coverage

In addition to the above primary limits, the Contractor shall procure and keep in force at all times during the course of the Work an Excess or Umbrella Liability Insurance Policy with limits that increase the underlying liability coverages required in Subsections 2.16.1.1 and 2.16.1.2 hereof and the Employer's Liability coverage required in Subsection 2.16.1.3. Excess or Umbrella coverage must be provided on a primary non-contributory basis, and shall "follow form" with the underlying coverage, and with limits applying on a "per project" basis.

- Each Occurrence Limit: \$5,000,000
- General Aggregate: \$5,000,000
- Products/Completed Operations Aggregate Limit: \$5,000,000

Coverage must "drop down" for defense and indemnity in the event of exhaustion or insolvency of the underlying insurance. All applicable policies shall be scheduled under coverage required in this section.

2.16.1.5 Professional Liability (Errors and Omissions) Insurance

If any professional design or professional engineering work is performed by the Contractor or any Subcontractor, a Professional Liability (Errors and Omissions) Insurance Policy covering negligent acts, errors and omissions arising out of the Contractor's operations or services in an amount not less than \$1,000,000 per claim and in the aggregate per annum shall be procured and kept in force at all times during the course of such work. Such insurance shall be maintained for a period not less than the shorter of (a) the period of the statute of repose applicable to the Work and (b) ten years following the date of final payment for all services provided under the Contract or earlier termination of the Contract. When policies are renewed or replaced, the policy retroactive date must coincide with, or precede, the start of such work pursuant to this Contract. The deductible or self-insured retention (SIR) for this coverage must not exceed \$100,000.

2.16.1.6 Pollution Liability Insurance

When any work is performed that may cause a pollution exposure or that may involve the use, disturbance or discovery of, or impacts to Hazardous Materials, a Pollution Liability Insurance Policy covering bodily injury (including death of any person), property damage and other losses caused by pollution conditions that arise from the Work, with limits not less than \$5,000,000 per claim, and shall be procured and kept in force at all times during the course of such work. Coverage must include completed operations, legal defense, excavation, environmental clean-up, remediation and disposal. A claims-made policy that is not renewed or replaced must have an extended reporting period of two years. For any claims made policy with a retroactive date, the retroactive date must be prior to commencement of the Work.

2.16.2 General Requirements

2.16.2.1 Each insurer providing insurance coverage shall be a licensed, admitted insurer authorized to issue such coverages in the state in which the Project is located

(Illinois) and shall have an A.M. Best rating of “A- X” or better. Owner shall have the right, exercisable in its sole discretion, to reject any insurance company selected by the Contractor.

2.16.2.2 The insurance coverages afforded under all of the policies described in this (including Excess or Umbrella Liability) must be primary and without right of contribution with respect to any liability insurance or self-insurance carried independently by the Additional Insured Parties (as defined below). All such insurance policies must indicate that as respects the insureds (whether named or otherwise), cross-liability and severability of interests will exist for all coverages provided hereunder. The Additional Insured Parties will not be obligated for payment of any premiums, deductibles, retentions or self-insurances. All policies of insurance required herein must be written on an “occurrence” basis without any limitations as to when a claim can be made (Professional Liability and/or Pollution Liability policies may be made on a “claims made” basis), and must incorporate a provision requiring the giving of notice to the Additional Insured Parties at least 30 days prior to the cancellation or nonrenewal of such policies, provided that only 10 days’ notice will be required for nonpayment of premium. The coverage provided to the Additional Insured Parties hereunder must be at least as broad as that provided to the first named insured on each policy.

2.16.2.3 Except as otherwise expressly provided herein, all insurance policies required by this section shall be kept in full force and effect until 60 days after the date of final payment to the Contractor for the services designated hereunder.

2.16.2.4 Any self-insured retention must be approved by Owner in writing, and the Contractor shall accept and adjust any tenders of claim within the self-insured retention per the excess policy language.

2.16.3 Evidence of Coverage

2.16.3.1 Prior to commencement of the Work, and upon reasonable request thereafter, the Contractor agrees to provide Owner with certificates of insurance indicating the coverages with proof of all endorsements provided for herein. Certificates of insurance for all renewals of Contractor’s required policies must be delivered to Owner at least five Business Days prior to the policy expiration date except for any policy expiring after Final Completion.

2.16.4 Additional Insured Parties

To the fullest extent permitted by Law, the Commercial General Liability Insurance Policy, the Excess or Umbrella Liability Insurance Policy, must include, during construction, an endorsement in ISO Form CG 2010, or equivalent, and after construction is completed, an endorsement in ISO Form CG 2037, naming Owner, any Lenders, and their respective directors, officers, employees and agents, and such other parties as Owner may designate from time to time (referred to collectively as the “Additional Insured Parties”) with respect to liability arising out of or resulting from the operations of the named insured. The Commercial Automobile Insurance Policy must include terms, by endorsement ISO Form CA 2048 or its equivalent if necessary naming

the Additional Insured Parties as additional insureds with respect to liability arising out of or resulting from the vehicle operations of the named insured. To the fullest extent permitted by Law, all insurance policies required by this contract shall include a waiver of subrogation in favor of the Additional Insured Parties.

2.16.5 Owner Right to Purchase

If the Contractor fails to furnish and maintain insurance as required by Section 2.16.1 hereof, Owner may purchase such insurance on behalf of the Contractor, and the Contractor shall pay the cost thereof to Owner upon demand.

2.16.7 Builder's Risk Insurance

Contractor shall maintain applicable Builder's Risk Insurance to cover all values and costs associated with the activity covered by this contract.

P3 RFP Prime Contractors – 2.16.8 through 2.16.13

2.16.8 Required Coverages

The Contractor shall procure, as a Cost of the Work, the insurance coverages set forth in this section and shall maintain such coverages in full force and effect during the course of the Work and thereafter as set forth below.

2.16.8.1 Commercial General Liability Insurance

At all times during the course of the Work, the Contractor shall procure and keep in force a broad form Commercial General Liability Insurance Policy in form and substance acceptable to Owner, including a waiver of subrogation endorsement (ISO Form CG 2404 or its equivalent) in favor of the Additional Insured Parties (as identified in Section 2.16.11 hereof), and including the following coverages: Premises and Operations Liability, Explosion, Collapse and Underground Damage Liability; Personal Injury; Advertising Injury; Products/Completed Operations Liability; Broad Form Property Damage Liability; Fire Legal Liability; Blanket Contractual Liability supporting the Contractor's indemnification for claims of bodily injury or property damage in favor of the Additional Insured Parties subject to policy terms and conditions; and an endorsement stating that the General Aggregate Limit applies on a "per project" basis, using ISO CG 2503 endorsement or similar. If the policy includes a professional services exclusion, it may be no broader than ISO Form CG 22 79. Completed Operations and Products Liability Coverage shall be maintained for a period not less than the shorter of (a) the period of the statute of repose applicable to the Work and (b) ten years following the date of final payment for all services provided under the Contract or earlier termination of the Contract. The Commercial General Liability Insurance Policy must be written using ISO Form CG 00 01 or equivalent with limits not less than the following:

- | | |
|--|-------------|
| - Each Occurrence Limit: | \$1,000,000 |
| - Personal and Advertising Injury Limit: | \$1,000,000 |
| - Products/Completed Operations Aggregate Limit: | \$2,000,000 |
| - General Aggregate Limit | \$2,000,000 |
| - Other than Products/Completed Operations: | \$2,000,000 |

2.16.8.2 Commercial Automobile Liability Insurance

At all times during the course of the Work, the Contractor shall procure and keep in force a Commercial Automobile Liability Insurance Policy in form and substance acceptable to Owner and including a Waiver of Subrogation endorsement (ISO Form CA 0444 or its equivalent) in favor of the Additional Insured Parties. The Commercial Automobile Liability Insurance Policy must provide coverage for all owned, hired, rented and non-owned vehicles, and must be written with a combined single limit of not less than \$1,000,000 per occurrence for bodily injury and/or property damage. Coverage must include loading and unloading

2.16.8.3 Workers' Compensation Insurance

At all times during the course of the Work, the Contractor shall procure and keep in force a Workers' Compensation Insurance Policy in form and substance acceptable to Owner and at the statutory limits (as may be amended from time to time), including Employer's Liability Insurance with limits of liability not less than (a) \$1,000,000 for bodily injury by accident, each accident, (b) \$1,000,000 for bodily injury by disease, each employee, and (c) \$1,000,000 aggregate liability for disease. The Workers' Compensation and Employer's Liability Insurance Policies must each include a waiver of subrogation endorsement (ISO Form WC 0003 or its equivalent) in favor of the Additional Insured Parties.

2.16.8.4 Excess or Umbrella Liability Coverage

In addition to the above primary limits, the Contractor shall procure and keep in force at all times during the course of the Work an Excess or Umbrella Liability Insurance Policy with limits that increase the underlying liability coverages required in Subsections 2.16.8.1 and 2.16.8.2 hereof and the Employer's Liability coverage required in Subsection 2.16.8.3. Excess or Umbrella coverage must be provided on a primary non-contributory basis, and shall "follow form" with the underlying coverage, and with limits applying on a "per project" basis.

- Each Occurrence Limit: \$2,000,000
- General Aggregate: \$2,000,000
- Products/Completed Operations Aggregate Limit: \$2,000,000

Coverage must "drop down" for defense and indemnity in the event of exhaustion or insolvency of the underlying insurance. All applicable policies shall be scheduled under coverage required in this section.

2.16.8.5 Pollution Liability Insurance

When any work is performed that may cause a pollution exposure or that may involve the use, disturbance or discovery of, or impacts to Hazardous Materials, a Pollution Liability Insurance Policy covering bodily injury (including death of any person), property damage and other losses caused by pollution conditions that arise from the Work, with limits not less than \$2,000,000 per claim, and shall be procured and kept in force at all times during the course of such work. Coverage must include completed operations, legal defense, excavation, environmental clean-up, remediation and disposal. A claims-made policy that

is not renewed or replaced must have an extended reporting period of two years. For any claims made policy with a retroactive date, the retroactive date must be prior to commencement of the Work.

2.16.9 General Requirements

2.16.9.1 Each insurer providing insurance coverage shall be a licensed, admitted insurer authorized to issue such coverages in the state in which the Project is located (Illinois) and shall have an A.M. Best rating of “A- X” or better. Owner shall have the right, exercisable in its sole discretion, to reject any insurance company selected by the Contractor.

2.16.9.2 The insurance coverages afforded under all of the policies described in this (including Excess or Umbrella Liability) must be primary and without right of contribution with respect to any liability insurance or self-insurance carried independently by the Additional Insured Parties (as defined below). All such insurance policies must indicate that as respects the insureds (whether named or otherwise), cross-liability and severability of interests will exist for all coverages provided hereunder. The Additional Insured Parties will not be obligated for payment of any premiums, deductibles, retentions or self-insurances. All policies of insurance required herein must be written on an “occurrence” basis without any limitations as to when a claim can be made (Pollution Liability policies may be made on a “claims made” basis), and must incorporate a provision requiring the giving of notice to the Additional Insured Parties at least 30 days prior to the cancellation or nonrenewal of such policies, provided that only 10 days’ notice will be required for nonpayment of premium. The coverage provided to the Additional Insured Parties hereunder must be at least as broad as that provided to the first named insured on each policy

2.16.9.3 Except as otherwise expressly provided herein, all insurance policies required by this section shall be kept in full force and effect until 60 days after the date of final payment to the Contractor for the services designated hereunder.

2.16.9.4 Any self-insured retention must be approved by Owner in writing, and the Contractor shall accept and adjust any tenders of claim within the self-insured retention per the excess policy language.

2.16.10 Evidence of Coverage

Prior to commencement of the Work, and upon reasonable request thereafter, the Contractor agrees to provide Owner with certificates of insurance indicating the coverages with proof of all endorsements provided for herein. Certificates of insurance for all renewals of Contractor’s required policies must be delivered to Owner at least five Business Days prior to the policy expiration date except for any policy expiring after Final Completion.

2.16.11 Additional Insured Parties

To the fullest extent permitted by Law, the Commercial General Liability Insurance Policy, the Excess or Umbrella Liability Insurance Policy, must include, during construction, an endorsement in ISO Form CG 2010, or equivalent, and after construction is completed, an endorsement in ISO Form CG 2037, naming Owner, any Lenders, and their respective directors, officers, employees and agents, and such other parties as Owner may designate from time to time (referred to collectively as the “Additional Insured Parties”) with respect to liability arising out of or resulting from the operations of the named insured. The Commercial Automobile Insurance Policy must include terms, by endorsement ISO Form CA 2048 or its equivalent if necessary naming the Additional Insured Parties as additional insureds with respect to liability arising out of or resulting from the vehicle operations of the named insured. To the fullest extent permitted by Law, all insurance policies required by this contract shall include a waiver of subrogation in favor of the Additional Insured Parties.

2.16.12 Owner Right to Purchase

If the Contractor fails to furnish and maintain insurance as required by Section 2.16.8 hereof, Owner may purchase such insurance on behalf of the Contractor, and the Contractor shall pay the cost thereof to Owner upon demand.

2.16.13 Builder’s Risk Insurance

Contractor shall procure and maintain applicable Builder’s Risk Insurance.

2.17. TERM

Any contract resulting from this solicitation will have an estimated term of 30 years. February 2019 – August 2021 would be the estimated planning and construction with transfer of building in August of 2021 for student use.

2.17.1 Time is of the Essence

Time is of the essence with respect to Proposer’s performance of any resulting contract. Vendor shall continue to perform its obligations while any dispute concerning the contract is being resolved unless otherwise directed by the University.

2.18. PAYMENT TERMS AND CONDITIONS

2.18.1 Late payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable (30 ILCS 540; 74 Ill. Adm. Code 900). This shall be Vendor’s sole remedy for late payments by the University. Payment terms contained on Vendor’s invoices shall have no force or effect.

2.18.2 Expenses: The University will not pay for supplies provided or services rendered, or expenses incurred prior to the execution by the Parties of any resulting contract even if the effective date of the contract is prior to execution.

- 2.18.3 Prevailing Wage: Certain services require vendors to pay prevailing wage rates. See Section 8 for Supplemental Terms and Conditions. If applicable, and as a condition of receiving payment, Vendor must pay its employees prevailing wages in the locality in which the work is to be performed. Vendor shall provide a copy of the certified payroll on request. Vendor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements. The prevailing rates of wages are determined by the Illinois Department of Labor and are available on the Department's official website: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx>.

2.19. AVAILABILITY OF APPROPRIATIONS (30 ILCS 500/20-60)

Any resulting contract is contingent upon and subject to the availability of funds. The University, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation. If funds needed are insufficient for any reason, the University has discretion on which contracts will be funded.

2.19.1 AUDIT / RETENTION OF RECORDS:

Vendor and its subcontractors shall maintain books and records relating to the performance of the resulting contract or subcontract and necessary to support amounts charged to the University. Books and records, including information stored electronically, shall be maintained by the Vendor for a period of three years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three years from the later of final payment under the term or completion of the subcontract. If federal funds are used to pay contract costs, the Vendor and its subcontractors must retain its records for a minimum of five years after completion of work. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the University, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the University for the recovery of any funds paid by the University under the contract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's books and records (30 ILCS 500/20-65).

2.20. CONFIDENTIAL INFORMATION

Each Party to any resulting contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under that contract. Vendor shall presume all information received from the University or to which it gains access pursuant to this solicitation and resulting

contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of the contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of the contract or thereafter. The receiving Party must return any and all confidential data collected, maintained, created or used in the course of the performance of the contract, in whatever form it is maintained, promptly at the end of the contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party that were received in good faith from a third-party not subject to any confidentiality obligation to the disclosing Party; that is now or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

2.21. FREEDOM OF INFORMATION ACT

This solicitation and any resulting contract and all related public records maintained by, provided to, or required to be provided to the University are subject to the Illinois Freedom of Information Act notwithstanding any provision to the contrary that may be found in the resulting contract. (5 ILCS 140)

2.22. BACKGROUND CHECK

Whenever the University deems it reasonably necessary for security reasons, the University may require background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall reassign immediately any such individual who, in the opinion of the University, does not pass the background checks.

2.23. NOTICES

Notices and other communications shall be given in writing by registered or certified mail with return receipt requested, by receipted hand delivery, or by courier (UPS, Federal Express or other similar and reliable carrier) showing the date and time of successful receipt. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change the contact information.

2.24. MODIFICATIONS AND SURVIVAL

Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this solicitation and any resulting contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, to the extent possible, to give effect to the Parties'

intent. All provisions that by their nature would be expected to survive, shall survive termination.

2.25. PERFORMANCE RECORD / SUSPENSION

Upon request of the University, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of the contract. The University may consider Vendor's performance under any resulting contract and compliance with law and rule to determine whether to continue the contract, whether to suspend Vendor from doing future business with the University for a specified period of time, or to determine whether Vendor can be considered responsible on specific future contract opportunities.

2.26. WARRANTIES FOR SUPPLIES AND SERVICES

2.26.1 Vendor warrants that the supplies furnished under any resulting contract will: (a) conform to the standards, specifications, drawings, samples or descriptions furnished by the University or furnished by the Vendor and agreed to by the University, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations, and ordinances pertaining to the manufacturing, packing, labeling, sale, and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party.

2.26.2 Vendor shall insure that all manufacturers' warranties are transferred to the University and shall provide a copy of the warranty. These warranties shall be in addition to all other warranties, express, implied, or statutory, and shall survive the University's payment, acceptance, inspection, or failure to inspect the supplies.

2.26.3 Vendor warrants that all services will be performed to meet the requirements of the contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall reassign immediately any individual who does not perform in accordance with the contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or University policies.

2.27. SIGNATURE

The undersigned agrees that this response to the Request for Proposal, including its appendices, is a legal and binding offer, and the authority to make the offer is vested in the signer. All exceptions to terms in Sections 1 and 2 have been stated in this response. Minor differences and informalities will be resolved by negotiation prior to acceptance of the offer.

Agency Name

Authorized Signature

Telephone

FAX

email

Date

APPENDIX I -SPECIFICATIONS AND REQUIRED SUBMITTALS

The University desires to contract with qualified proposer(s) in providing student residential accommodations. The successful vendor must possess sufficient resources (financial, service and support) to satisfactorily perform the requirements of the Agreement in a manner commensurate with the scope of any project.

This Appendix I and Proposer's response to it will be incorporated into the final Contract.

A word formatted copy of Appendix I can be obtained by contacting Nick Mullins at namulli@ilstu.edu.

To provide uniformity and to facilitate comparison of Proposals, all information submitted must clearly refer to the page number, section, or other identifying reference in this RFP. It is not the responsibility of the University to search through the RFP response or long appendices to locate relevant information that may answer the questions listed below. Such responses may be considered "Non-responsive".

For each of the following requirements, provide a brief statement of your ability to provide the services.

Proposers must answer all the questions asked in this Appendix I.

TERMINOLOGY USED IN RESPONDENT PROPOSAL

The terms used in individual sections of this document are intended to be consistent with those commonly used in the application field in question. When responding, use the terms used in this document, and define any terms or conditions that require further clarification.

General terminology used throughout this document includes the following:

"University," is defined as "The Board of Trustees of Illinois State University on behalf of Facilities Planning."

"Proposer is defined as "any respondent (vendor, developer, provider of housing, contractor or supplier) that submits a bid in response to this proposal.

"Finalist," is defined as "a proposer that has progressed to final phases of the evaluation process."

"Successful or selected proposer," is defined as "the entity or firm whose proposal has been accepted for award by the University."

The terms "proposed properties", "facilities", "housing properties" and "proposed facilities" are used interchangeably.

Terminology referring to information transfer and transfer of documents includes the following:

"Hard copy" or "paper copy," is defined as "a document submitted on paper."

"Electronic version" we mean "an electronic document submitted via email or email attachment."

Formal notification and form is defined as all requests can take place by means of any of these methods depending upon the context as stated in this RFP.

1.1 HOUSING DEVELOPMENT REQUIREMENTS:

As stated above, Illinois State University is in need of an organization to develop a student housing plan including determination of location of needed space to accommodate 800 - 1,200 with included specifications listed below. In addition this proposal will include the planning, designing, financing, and developing a housing facility in coordination with Illinois State University.

The intent of providing these specifications is to inform developers of the University's requirements for the Project and concurrently to provide parameters that should be utilized to inform preliminary development costs that will be submitted in response to this RFP. These requirements should be demonstrated in presentation provided to university if selected to present.

1.1.1 Proposers responding to one or more projects should label each response separately, clearly identifying project location and labeling all supporting materials separately.

1.1.2 All properties proposed and developed under this RFP must comply with all appropriate applicable Federal and State of Illinois laws, building codes, life safety and ADA requirements applicable to public higher education facilities in Illinois. Further, all properties must abide by all local governmental zoning and land use requirements (including but not limited to those specified by the Town of Normal, IL), applicable state and federal laws, and operate the residential facility under the terms and conditions of any operating/property management agreement negotiated between the University and the firm selected. If the selected firm performs work from a contractual award made under this RFP, and knowing such work to be contrary to such laws, ordinances, rules and regulations, it shall bear all costs for corrections arising there from.

Proposers are expected to be familiar with and are required to comply with all such applicable laws, building codes and other requirements, and are not relieved from responsibility for such compliance, whether or not stated in this RFP.

1.1.3 **IMPORTANT NOTE:** For new construction on any land owned by the University, a ground lease with an estimated term of 30 years between the University and contracted firm(s) will be required. In addition, depending on the scope of services to be provided by the property owner/operator, a revenue sharing agreement, surety/performance bond, and contractual service agreement may be required between the University and the property owner/operator. Further, before any ground lease or other agreement is executed and before the start of any new construction, the University in accordance with Illinois statutes (110 ILCS15/ State College Housing Construction Act) must secure prior project determination and approval from the Illinois General Assembly and approval by the Illinois Board of Higher Education. The State College Housing Construction Act requirements will apply regardless of whether the student housing development is constructed on University-owned land or developer-owned land.

1.2 BENEFITS OF PARTICIPATION TO DEVELOPERS

Illinois State University wishes to establish a partnership and closely cooperative working relationship with proposers (qualified property-owners/developers) to address current demands for student housing for single enrolled ISU students. The need for affordable, high quality, privately-developed housing in close proximity to campus is driven by the current need for additional housing options not available on our campus at this time. In addition, our campus is working to de-densify our current housing options.

Privately-developed and financed student housing is expected to become an integral part of the University's Housing program, and will be promoted, along with university-owned and operated housing, in published materials and on the University's Student Housing website to eligible prospective and enrolled students and their parents/family members.

Privately-developed and financed student housing facilities will be operated by university residential life staff who will provide educational/social programs, and will meet or exceed established University housing standards. The facility will be highly competitive with other available housing alternatives and attractive to students and their parents/family members. Property owners and developers may expect to realize direct financial and promotional benefits from its partnership with the University while offering an array of affordable, comfortable and attractive living accommodations conveniently located near campus, and by meeting the needs of eligible students.

For new facilities construction, proposers have complete responsibility and must assume all costs for securing governmental approvals, bonds and insurance, completing environmental site studies, undertaking site development, securing all permits and licenses required prior to the start of construction, and completing the entire project from design to construction completion and occupancy by ISU students.

1.3 HOUSING DEVELOPMENT PLAN SPECIFICATIONS

Housing Development Plan proposals must meet the needs of the campus. Include and address the following specifications:

1.3.1 Qualifications

1.3.1.1 The Developer shall provide all expertise, labor and resources to secure financing, site preparation, complete design and construction, of the Project.

1.3.1.2 The Project is expected to be designed and constructed in accordance with applicable student housing standards. The University reserves the right to negotiate the quality of construction with the Developer.

1.3.2 Development Plan

1.3.2.1 Security measures appropriate for the size and location of facility

1.3.2.2 Assignments in individual living units or rooms may be restricted to students of the same gender, however, should be designed for all gender identities.

1.3.2.3 Must agree to provide housing for only ISU students.

1.3.2.4 Dining facilities that meet the needs of the University.

- 1.3.2.5 Provide for opportunities/recommendations on additional spaces in complex. This space should include but not be limited to opportunities to leverage space for student engagement.
- 1.3.2.6 Adequate social, amenity and multi-purpose spaces should be provided to foster interaction and create a strong sense of community.
- 1.3.2.7 Appropriate and expanding technology in the student rooms as well as public areas including but not limited to wired/wireless networking, internet of things (IOT), and audio/visual technologies.
- 1.3.2.8 The Developer shall appoint a principal or partner (“Principal/Partner”) and other appropriate staff for the implementation of the Project.
- 1.3.2.9 University housing and academic facilities can provide complementary benefits to each other to provide a more compelling and rewarding educational experience. The University may accept proposals for the structure and terms of the integration of the academic facilities into the Project, which structure and terms will in all events remain subject to review and consideration by the University. The University reserves the right to determine whether or not the academic facilities will be included in the Project.

1.3.3 Construction Plan

- 1.3.3.1 Include a reception desk/front desk space, appropriate for the size of the complex, in a generally accessible location with ample nearby storage for mail services/packages/parcels.
- 1.3.3.2 Offer accessible, first-floor (ground level) units for students with mobility assistance.
- 1.3.3.3 Access to dining/kitchen facilities appropriate for the style of unit and/or campus needs.
- 1.3.3.4 Laundry facilities appropriate for the style of housing and size of complex.
- 1.3.3.5 Preferred common entrance to the complex and interior access points to residential units.
- 1.3.3.6 Provision in the proposed property for staff apartments (both residential and office) should be included and appropriate for the size of the property.
- 1.3.3.7 The Developer shall design facilities that include sound absorption insulation between walls and floors.
- 1.3.3.8 The Developer shall design and coordinate utility connections with local utility providers.
- 1.3.3.9 Appropriately furnished including minimally but not limited to beds, study desks, comfortable study chair(s) per student, lighting, window coverings, closets with sufficient storage capacity (at least 8 cubic feet of storage space in drawers; at least 10 square feet of closet space and a minimum of 3 linear feet of hanging space for clothes; at least 6 linear feet of shelf space for book storage).

1.3.4 Operations

- 1.3.4.1 The University shall have the opportunity to review all facilities and construction plans for all new proposed facilities. ISU will have final aesthetic approval on any new development project on ISU property. Proposer shall consider and apply any comments or recommendations.
- 1.3.4.2 The University (specifically Facilities and Housing staff) will conduct weekly walk-throughs of project progress to include finished and unfinished construction throughout the terms of the agreement.
- 1.3.4.3 University's desire to hire, train and employ the residential life, dining and facilities staff for all participating student housing properties as to be specified in an operating agreement. Preference may be given to those proposals that include an understanding of this relationship and demonstrate an ability and willingness to establish this cooperative partnership.
- 1.3.4.4 Assigned parking for residents will be made available as an optional amenity. The number of spaces available shall conform to the guidelines established by the University and/or the Town of Normal, IL as applicable.
- 1.3.4.5 The Principal/Partner shall attend Project meetings as the University shall reasonably require.
- 1.3.4.6 The University shall provide all student life programming.

1.3.5 Regulations

- 1.3.5.1 Additional municipal standards and State regulations stipulated for rooms partially or wholly below grade.
- 1.3.5.2 Each facility shall meet stringent guidelines for student resident protection as required by law and University requirements including but not limited to:
 - 1.3.5.2.1 A properly functioning fire detection and alert system shall be operative in public areas and in each student room. All systems must be compatible with existing campus systems and be able to be networked into a global panel at Facilities Management.
 - 1.3.5.2.2 All public spaces, common rooms and student sleeping rooms shall be protected by a sprinkler system.
 - 1.3.5.2.3 Each unit shall be equipped with heating, ventilating and air conditioning systems designed for year-round occupancy and shall have appropriate individual temperature controls installed with energy conservation capabilities.
- 1.3.5.3 The Developer shall comply with applicable federal, state and local law and regulations (collectively "Law") including, but not limited to, the Illinois Prevailing Wage Act.
- 1.3.5.4 The Developer (and the Ground Lessee) shall obtain and maintain throughout the term of the Project, in accordance with Law, such licenses, insurances, permits, entitlements and

- 1.3.5.5 Certificates as are necessary to perform the Project, including but not limited to professional insurances, business and occupational licenses and certificates, and zoning variances.

1.4 QUALIFICATIONS

List and Description of Submittal Requirements:

Describe/Demonstrate in spaces below. Document attachments if utilized for this section and where they are located:

1.4.1 Executive Summary

Provide an executive summary of no longer than five pages describing the Proposer's qualifications, experience, and anticipated approach to the project.

1.4.2 Longevity

Evidence of having a minimum of ten (10) years successful experience in university large-scale student housing development.

1.4.3 Demonstrated Experience

Developers must provide evidence of having undertaken other projects of this type and/or magnitude. Evidence must include brief project descriptions including the duration of developers' financial and operational involvement with each such project following completion.

1.4.4 Organizational Summary of Proposer/Development Team

Identify and describe organizational and legal form, management structure, roles and responsibilities of each key team member to be assigned to the project. Identify key individual specialists in the following areas: design and engineering; construction and construction management; financing; property management and operation; student housing management.

1.4.5 Proposed Project Schedule

Occupancy availability for ISU students in any proposed facilities is expected beginning August 9, 2021. Provide a high-level project schedule showing the major milestone tasks and dates from design development phase, authorized start and completion of construction, and final date of anticipated occupancy by students.

1.4.6 **Conceptual Finance Plan**

Provide a summary of the Proposer's project financing plan including a description of the various types, timing, and duration of proposed financing sources (include an estimate of equity and debt financing) to be utilized on the project. Indicate any approved lines of credit or long-term financing commitments that have been or will be secured. Please include all relevant financial plan details, to the extent available or known at the time of proposal submission.

1.4.7 **Background Information**

Resumes and/or background information and experience of key management and operational staff who will be assigned to provide the services outlined in this RFP, including but not limited to:

- Technical training and education;
- General experience;
- Specific experience with services being requested; and
- Qualifications and abilities to perform the services being requested.

1.4.7.1 An organizational staffing plan for the personnel who will perform the services outlined in this RFP.

1.4.7.2 Company areas of expertise and a list of relevant services the company provides.

1.4.7.3 Other information the Proposer deems pertinent to demonstrating its qualifications to perform the services being requested.

1.4.7.4 Describe in detail the depth of your experience in research, planning, design, and implementation of state-of-the-art campus.

1.5 FINANCE/BUDGET PLAN

Finance/Budget Plan must include and address the following:

- 1.5.1 The University is open to exploring all available financing options that are non-recourse. A transaction that eliminates or minimizes the credit impact and delivers a quality and affordable project to the University is of highest importance.
- 1.5.2 Financial plan must include description of the construction and permanent funding sources, an itemized accounting of estimated construction costs by category including off site infrastructure development, the developer's proposed student rental rates for the first ten years of occupancy, any income-generating sources other than student rent, and breakdown of operating expenses.
- 1.5.3 Detailed descriptions of financing including sources of debt and equity, potential conduit issuers, anticipated rates and terms, credit enhancement and flow of funds. In addition, a detailed financing schedule with milestones.
- 1.5.4 The Developer shall be responsible for the Project's asset management. Asset management shall encompass all responsibilities that are associated with the expected continuous reinvestment in the housing facilities through capital expenditures. Asset management shall include replacement and repair of building systems and investment in preventative maintenance to ensure that infrastructure meets and exceeds the expected useful life. To support the asset management needs of the Project, the Developer (or the Ground Lessee) shall be responsible, at its expense, for all maintenance, routine replacement of fixtures and equipment, and any repairs required. To provide assurance for the costs of these items, the Developer (or the Ground Lessee) shall be required to fund a replacement and repair reserve to be placed in escrow at an amount in accordance with a budget that is approved annually by the University.

1.6 REFERENCES

Proposer should provide a reference list of up to three implementations successfully completed, with particular interest in other colleges or universities, in the last 5 years. The proposer certifies that it is empowered to use the names of references it provides and agrees that the University may contact these references. For each reference, provide the following information:

- ☐ Client name
- ☐ Contact person
- ☐ Address
- ☐ Telephone number
- ☐ E-mail
- ☐ Brief description of property
- ☐ Start and completion dates of contract
- ☐ Vendor services provided for in contract

1.7 MILESTONES OF PROJECT

The proposer will be required to provide to the Vice President for Student Affairs/University Housing Services or the contract representative, at the conclusion of each phase, four (4) copies of a final report documenting the Contractor's evaluation, findings, recommendations, and implementation plan, including a timeline of that phase. Financial implications of any recommendations and implementation plans shall be supported by a detailed budget and business plan, as appropriate. Milestones include but are not limited to project inception, design, business plan and construction.

The Proposer will be responsible for all aspects of the development process including financing via a tax exempt conduit, A&E plan preparation, construction management and asset management. The University would expect that key agreements include:

- contracting with design professionals by Developer
- development of schedule
- assessment of transaction structure
- development of transaction and financing plan
- development of construction/development plan which would include:
 - site assessment/utility plan
 - geotechnical review/boundary survey/environmental assessment
 - preliminary project budget
 - allocation of pre-development expenses and conditions
 - termination rights
 - development fee terms
 - construction management fee terms
 - responsibilities of the parties
 - payment processing
 - project reporting
 - project plan approval schedules
 - agreed project schedule
 - insurance/indemnity and other standard boiler plate
 - Liquidated Damage and Delay provisions similar to the AIA Document A102-2007, Section 4.1.3
 - Incentive payments for early completion, if appropriate.
 - guarantee agreement/bond
 - responsibility to provide non-university utilities to site
 - project delivery terms
 - project cost reimbursements
 - state requirements including prevailing wage and contractor preferences
 - audit, record retention and other reporting
- Long-term Management & Asset Management
 - Applicable leasing provisions, including reversion of asset to university at term
 - no right of assignment without approval
 - management /maintenance responsibilities
 - rights of first offer and refusal
 - termination provisions
 - insurance indemnity and other University boiler plate

- early pre-payment of the debt financing and termination of the Ground Lease

1.8 OSHA COMPLIANCE

All items or services to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Standard (OSHA). All alleged violations and deviations from any State and Federal regulations or standards applicable to the items or services contained herein shall be reported to the Director of Purchases by the respondent. If a respondent fails to comply with all applicable State and Federal requirements after the respondent is awarded the contract hereunder, the respondent must notify the Director of Purchases by registered mail of any infraction of such requirements.

1.9 COMPLIANCE/ REPORTING WITH RELATING LAWS TO HIGHER ED

Proposer(s) will be expected to be mindful of and agree to work cooperatively with ISU in complying with federal statutory provisions. Those provisions include but are not limited to the following:

The Clery Act and the new Higher Education Act Amendments [34 CFR §668.46(a)] require any crimes/fires/missing persons to be reported that occur on-campus and at some off-campus sites.

On-campus is defined as follows in the Act:

- (1) Any building or property owned or controlled by an institution within the same reasonably contiguous geographic area and used by the institution in direct support of, or in a manner related to, the institution's educational purposes, including residence halls; and
- (2) Any building or property that is within or reasonably contiguous to the area identified in paragraph (1) of this definition, that is owned by the institution but controlled by another person, is frequently used by students, and supports institutional purposes (such as a food or other retail vendor).

Non-campus building or property is defined as:

- (1) Any building or property owned or controlled by a student organization that is officially recognized by the institution; or
- (2) Any building or property owned or controlled by an institution that is used in direct support of, or in relation to, the institution's educational purposes, is frequently used by students, and is not within the same reasonably contiguous geographic area of the institution.

1.10 TAXES

The University will not assume liability for any federal, state or municipal taxes.

1.11 PERMITS, LICENSES, TAXES, AND REGISTRATION

The proposer shall procure all necessary permits and licenses and abide by all applicable laws, regulations, and ordinances of all federal, state, and local governments in which work under any Agreement is performed.

The proposer must furnish certification of authority to conduct business in the State of Illinois. Such registration is obtained from the Secretary of State, who will also provide the certification thereof.

1.12 PERFORMANCE BOND

The successful proposer may be required to furnish a performance bond. If required, the performance bond will be based on the amount of the contract. The successful proposer will be informed of the amount of contract they will be awarded, the proposer must provide Illinois State University with a performance bond before the contract will be signed.

1.13 ON CAMPUS LABOR TERMS

Contractor will be responsible for all requirements listed in this document during the execution of work on campus.

Any damage to existing facilities shall be the responsibility of the Vendor and shall be replaced at no expense to the Owner.

All work shall be inspected and approved by an authorized representative of Illinois State University prior to final payment.

PREVAILING WAGE RATES:

Vendor must pay its employees prevailing wages in the locality in which the work is to be performed when required by State of Illinois 30 ILCS 500/25-60. Examples of prevailing wage categories include printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. Prevailing wages are published by the Illinois Department of Labor on the Department's official website: <https://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/2016-Rates.aspx> Vendor is responsible for (1) consulting the website prior to entering into the contract to ensure understanding of prevailing wage requirements in the locality in which the work is to be performed and (2) regularly checking the website for any revisions to the applicable rates. Such revisions to the rates will become a part of the contract.

It is mandatory that the vendor insert into each subcontract, and each subcontractor into each lower-tier subcontract, written stipulation that not less than the local prevailing wage rates will be paid to all laborers, workers, etc.

The Vendor shall maintain such Insurance as will protect him from claims under Worker's Compensation Acts, and from any other claims for damages for personal injury, including death, which may arise from operating under the Contract, whether such operations be by himself or any subcontractor, or any one directly or indirectly employed by either of them. The successful bidder must provide adequate property damage and Public Liability Insurance. Certification of such Insurance shall be filed with the ISU Purchasing Office.

The Vendor and their Subcontractors, if any, must comply with all provisions of local laws and those of the STATE of ILLINOIS.

The Vendor shall be responsible for compliance of Occupational Safety and Health Act (OSHA) standards as related to construction practices and operations common to this project.

Sexual Harassment:

Illinois State University will not tolerate sexual harassment and is committed to providing and preserving an atmosphere free from harassment in any form. Sexual harassment is defined, for

the purpose of this policy, as "unsolicited, deliberate or repeated sexually derogatory statements, gestures or physical contact which are objectionable to the recipient and which cause discomfort or humiliation. Sexual harassment may involve pressure from a person of either sex against a person of the opposite sex or same sex...."

Should ISU have evidence that a Vendor, or Vendor's employee, has harassed a student or other individual, the harasser may be removed from the job site. Criminal prosecution of individuals condoning harassment is coordinated through the Illinois State University Police Department.

Project Work Hours:

All project work shall be completed between the hours of 8:00 AM and 4:30 PM. Any extension of these work times must have written approval of the Project Manager. The work sites will be available for evening and weekend work, provided an ISU onsite representative will be present during the work.

Equipment:

All equipment must be disassembled and preferably removed from the construction site daily. If this is not possible, the equipment must be appropriately secured.

Construction Schedule:

Upon award of the Contract and a Purchase Order, a construction schedule shall be submitted to the Project Manager. It should be understood that the Vendor shall arrange for the appropriate vendors, suppliers, and subcontractors to complete the work required from start to finish without undue interruption to the University.

Electrical Power:

Electrical power may be obtained from the associated work areas. Vendor shall be aware of available electrical limits.

Barriers:

Construction areas requiring solid barriers or fence systems must include audible signals. All other construction areas impeding or adjacent to pedestrian traffic must include at least (1) audible barricade in each direction. All audible devices must be kept operational for the entire construction project. Contractors should contact Grounds Operations at 438-2032 for required placement

Barricades, Signs and other Safe Guards:

"Construction areas requiring solid barriers or fence systems must include audible signals. All other construction areas impeding or adjacent to pedestrian traffic must include at least (1) audible barricade in each direction. All audible devices must be kept operational for the entire construction project. Contractors should contact Grounds Operations at 438-2032 for required placement.

Storage of Materials:

If Vendor desires to store materials on University premises, all materials shall be secured. Material liability is at the risk of the Vendor.

Debris Disposal:

The Vendor will be responsible for the daily disposal of all construction materials off Illinois State University property. All construction materials shall be discarded off site in an

appropriate manner and at the Contractors expense. Empty pipe, vertical riser and chase, and trash chutes, and the use of Illinois State University dumpsters are prohibited from use for material disposal.

Contractors are encouraged to reduce and recycle the waste generated from this construction project whenever feasible. More specifically, corrugated cardboard and scrap metal can be recycled in conjunction with the University's recycling program. The University will provide for collection of corrugated cardboard and will coordinate the collection of scrap metal for the vendor.

Vendor shall contact the Manager of Solid Waste and Recycling, at 438-2035 with questions regarding recycling and/or solid waste management.

Breaks and lunch should be confined to a common area within the building. All debris and waste generated from vendor's workers lunch and snack items must be disposed of properly and not left in suite areas, lounges, hallways, student room, etc. It is the vendor's responsibility to keep break and lunch areas clean.

Parking:

On-site parking is available in the area with the following stipulations:

1. Any Vendor vehicles associated with the work, including employee vehicles, shall be clearly identified with appropriate signage identifying the firm. Arrangements must be made with I.S.U. Parking Services to obtain appropriate permits at a slight fee. Contact Parking Services at (309) 438-8391 for further information.
2. No parking is permitted on the sidewalks or grass area, except for approved parking areas.
3. No more than one (1) vehicle per Vendor shall be on the construction site at any one time.
4. No vehicles shall be left overnight on site.
5. No parking is permitted in fire lanes.

Daily Clean Up:

Vendor shall be responsible for keeping work area free from accumulation of construction waste materials and rubbish during construction operations. The Vendor shall leave all Work installed clean and complete at the end of each work day. Upon completion of the Work all surplus material, equipment, debris, etc. shall be removed from the premises.

Final Cleaning:

Upon completion of work, the vendor is responsible for ensuring the site, and any adjacent areas affected by the Work, is returned to its pre-construction condition. All debris, including small scraps of wood, vinyl, plaster, paint, paper, or any other material being demolished and/or installed, shall be removed from the floor and the floor left broom clean. On carpeted surfaces, the above mention material shall be picked up and the carpet vacuumed; removing shavings, sawdust, filings, and other debris, including dust, from the carpet. The University requires that all carpeted areas shall be covered during Work. All flat surfaces, including walls, windows, shelves, desktops, etc., shall be wiped clean and free of dust. A site inspection will take place after final punchlist inspection.

Cleaning Coordination:

Vendor shall be responsible for coordinating project work with University cleaning personnel. Wherever possible, Vendor shall complete work in an orderly and systematic manner,

completing each floor one at a time, starting at the highest floor and working down as the project allows. Vendor shall not backtrack over areas already cleaned by University personnel. To coordinate cleaning schedules with project schedules, Vendor shall contact the University at (309) 438-2035, FAX (309) 438-7955.

Back Charging:

Vendor may be back-charged by the University if break areas and construction sites do not meet the University Cleaning Standards. In addition, if a "pest" outbreak is caused by the Vendor's debris a back charge may be implemented.

Final Inspection:

Prior to final payment of contract, a Punch List shall be conducted by the Project Manager with the Vendor. Before final payment is made and after a Punch List has been established, all deficiencies must be completed.

Restroom Facilities:

Vendor may utilize on-site restroom facilities for their intended purpose. Abuse of this privilege may result in revocation of their use.

Sign-In:

As part of University requirements, contractors must sign-in at the Physical Plant prior to beginning a project on campus and they must sign-out when the project is complete. This applies to prime contractors only and not individual sub-contractors. The person signing in must be able to identify the ISU project number in order to complete the sign-in.

Key Distribution:

Contractors requiring keys to University General Revenue facilities and non-residential Bond facilities must sign-out keys at the Physical Plant.

The Vendor must notify the Project Manager of the keys needed at least forty-eight (48) hours in advance.

Smoking Policy:

In accordance with the Smoke-Free Campus Act, the Smoke-Free Illinois Act, and the School Code Tobacco Prohibition, smoking and tobacco use is prohibited on campus. "Campus" means all property, including buildings, grounds, parking lots, and vehicles that are owned by a state-supported institution of higher education. "Smoking" means the carrying, smoking, burning, inhaling, or exhaling of any kind of lighted pipe, cigar, cigarette, hookah, weed, herbs, or other lighted smoking equipment. "Smoke" or "smoking" also includes products containing or delivering nicotine intended or expected for human consumption, or any part of such a product. Smokeless tobacco and electronic cigarettes are prohibited under this definition.

Safety and Health Management:

The vendor/subcontractor bears the sole responsibility for the safety and health of their employees. The vendor/subcontractor is expected to take all steps necessary to establish, administer, and enforce safety rules that will meet the current requirements of the United States Department of Labor, Occupational Safety and Health Administration (OSHA). These OSHA regulations include, but are not limited to, Title 29 of the Code of Federal Regulations Parts 1910 and 1926. Similarly, the University expects the vendor to take the necessary steps to

protect the safety and health of university employees, students and visitors to the university during the course of their work.

When work is to be performed in an area, or of the type, that under OSHA regulations necessitates a written program, the vendor/subcontractor shall provide the Project Manager, the Contracting Department, and the Office of Environmental Health and Safety a copy of their written program. To prevent project delay, the program shall be submitted 10 working days in advance of the start of the project.

Building Fire Alarm:

As in any fire situation, it is University policy that all building occupants evacuate upon the activation of a fire alarm. If an alarm is believed to have been activated by workers, give that information to fire department personnel upon their arrival.

Contractors should call ISU Electricians to disarm parts of a fire alarm system where work is being performed that might activate the system unnecessarily. Only affected areas should be disarmed and fire alarm system should remain fully functional.

Notification should be made to ISU Police Department at 438-8631 if work is being performed in an area where the building alarm system might be affected. This would reduce fire department response to nuisance alarms caused by workers.

Fire Watch:

If the entire building system is shut down for an extended period of time, fire watch needs to be established. It is the responsibility of the vendor to make appropriate and timely requests in order to protect state property.

APPENDIX II - DISCLOSURES AND CERTIFICATIONS

1. Department of Human Rights Number

- 1.1 If Vendor employed fifteen or more full-time employees at any time during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published), it must have a current IDHR Public Contract Number or have proof of having submitted a completed application for one **prior** to the solicitation opening date [775 ILCS 5/2-101(j); 44 Ill.Admin.Code 750.210]. Please complete the appropriate sections below:

Name of Company (and DBA): _____.

IDHR Public Contracts Number: _____ Expiration Date: ____.

☐ (check if applicable) The number is not required as the company has employed 14 or fewer full-time employees during the 365-day period immediately preceding the publication of this solicitation in the Illinois Procurement Bulletin (or issuance date if not published).

- 1.2 If number has not yet been issued, provide the date a completed application for the number was submitted to IDHR: _____.
- 1.3 Upon expiration and until their Contractor Identification Number is renewed, companies will not be eligible to be awarded contracts by the State of Illinois or other jurisdictions that require a current IDHR number as a condition of contract eligibility. 44 Ill. Admin. Code 750.210(a).
- 1.4 Offeror may obtain an application form at:
- Telephone: Call the IDHR Public Contracts Unit at (312) 814-2431 between Monday and Friday, 8:30 AM - 5:00 PM, CST. (TDD (312) 263-1579).
 - Internet: You may download the form from the Department of Human Rights' website at (http://www.illinois.gov/dhr/PublicContracts/Pages/IDHR_Number.aspx).

2. Certifications

Vendor acknowledges and agrees that compliance with this subsection in its entirety for the term of any resulting contract and any renewals is a material requirement and condition of the contract. By executing the contract Vendor certifies compliance with this subsection in its entirety, and is under a continuing obligation to remain in compliance and report any non-compliance.

This subsection, in its entirety, also applies to subcontractors used on this contract. Vendor shall include these Standard Certifications in any subcontract used in the performance of the contract using the Standard Subcontractor Certification form provided by the State.

If the contract extends over multiple fiscal years, including the initial term and all renewals, Vendor and its subcontractors shall confirm compliance with this section in the manner and format determined by the State by the date specified by the State and in no event later than July 1 of each year that the contract remains in effect.

If the Parties determine that any certification in this section is not applicable to the contract it may be stricken without affecting the remaining subsections.

2.1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:

- the contract may be void by operation of law,
- the State may void the contract, and
- the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.

Identifying a sanction or failing to identify a sanction in relation to any of the specific certifications does not waive imposition of other sanctions or preclude application of sanctions not specifically identified.

2.2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

2.3. **This applies to individuals, sole proprietorships, partnerships and LLCs, but is otherwise not applicable.** Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3

2.4. Vendor certifies that it has reviewed and will comply with the Department of Employment Security Law (20 ILCS 1005/1005-47) as applicable.

2.5. **This applies only to certain service contracts and does NOT include contracts for professional or artistic services.** To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80

2.6. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5

2.7. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-10

2.8. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at

least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.5

- 2.9. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e)
- 2.10. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent have entered into a deferred payment plan to pay the debt. 30 ILCS 500/50-11, 50-60
- 2.11. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. 30 ILCS 500/50-12
- 2.12. Vendor certifies that it has not been found by a court or the Pollution Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14
- 2.13. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25
- 2.14. Vendor certifies it has read, understands and is not knowingly in violation of the “Revolving Door” provisions of the Illinois Procurement Code. 30 ILCS 500/50-30
- 2.15. Vendor certifies that if it hires a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist’s costs, fees, compensation, reimbursements or other remuneration will be billed to the State. 30 ILCS 500/50-38
- 2.16. Vendor certifies that it will not retain a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38
- 2.17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50
- 2.18. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or subcontract that are manufactured in the United States. 30 ILCS 517
- 2.19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565
- 2.20. Drug Free Workplace
 - 3.20.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act
 - 3.20.2 If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580
- 2.21. Vendor certifies that neither Vendor nor any substantially owned affiliate is participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States Department of Commerce. 30 ILCS 582
- 2.22. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583

- 2.23. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584
- 2.24. This applies to information technology contracts and is otherwise not applicable. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa). 30 ILCS 587
- 2.25. **This only applies to vendors who own residential buildings but is otherwise not applicable.** Vendor certifies, if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45
- 2.26. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4
- 2.27. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105
- 2.28. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any “discriminatory club.” 775 ILCS 25/2
- 2.29. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor’s family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
- 2.30. Vendor certifies that if an individual, sole proprietor, partner or an individual as a member of a LLC, he/she has not received an early retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133
- 2.31. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. Vendor will not make a political contribution that will violate these requirements. 30 ILCS 500/20-160 and 50-37

In accordance with section 20-160 of the Illinois Procurement Code, Vendor certifies as applicable:

☐ **Vendor is not required to register as a business entity with the State Board of Elections.**

or

☐ **Vendor has registered with the State Board of Elections. As a registered business entity, Vendor acknowledges a continuing duty to update the registration as required by the Act.**

- 2.32. A person (other than an individual acting as a sole proprietor) must be a duly constituted legal entity and authorized to transact business or conduct affairs in Illinois prior to submitting a bid or offer. If you do not meet these criteria, then your bid or offer will be disqualified. 30 ILCS 500/20-43

Vendor must make one of the following certifications by checking the appropriate box.

☐ Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.

OR

☐ Vendor certifies that it is a legal entity, and was authorized to transact business or conduct affairs in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.

3. Disclosure of Business Operations in Iran

In accordance with 30 ILCS 500/50-36, each bid, offer, or proposal submitted for a State contract, other than a small purchase defined in Section 20-20 of the Illinois Procurement Code, shall include a disclosure of whether or not the bidder, offeror, or proposing entity, or any of its corporate parents or subsidiaries, within the 24 months before submission of the bid, offer, or proposal had business operations that involved contracts with or provision of supplies or services to the Government of Iran, companies in which the Government of Iran has any direct or indirect equity share, consortiums or projects commissioned by the Government of Iran and:

- more than 10% of the company's revenues produced in or assets located in Iran involve oil-related activities or mineral-extraction activities; less than 75% of the company's revenues produced in or assets located in Iran involve contracts with or provision of oil-related or mineral – extraction products or services to the Government of Iran or a project or consortium created exclusively by that Government; and the company has failed to take substantial action; or
- the company has, on or after August 5, 1996, made an investment of \$20 million or more, or any combination of investments of at least \$10 million each that in the aggregate equals or exceeds \$20 million in any 12- month period that directly or significantly contributes to the enhancement of Iran's ability to develop petroleum resources of Iran.

A bid, offer, or proposal that does not include this disclosure may be given a period after the bid or offer is submitted to cure non-disclosure. We may consider this disclosure when evaluating the bid, offer, or proposal or awarding the contract.

☐ There are no business operations that must be disclosed to comply with the above cited law.

☐ The following business operations are disclosed to comply with the above cited law:

4. Financial Disclosures and Conflicts of Interest

The Financial Disclosures and Conflicts of Interest form ("form") must be accurately completed and submitted by the vendor, parent entity(ies), and subcontractors. There are **nine** steps to this form and each must be completed as instructed in the step heading and within the step. A bid, offer, or proposal that does not include this form shall be considered non-responsive. The Agency/University will consider this form when evaluating the bid, offer, or proposal or awarding the contract.

The requirement of disclosure of financial interests and conflicts of interest is a continuing obligation. If circumstances change and the disclosure is no longer accurate, then disclosing entities must provide an updated form.

Separate forms are required for the vendor, any parent entity(ies) and any subcontractors.

This disclosure is submitted for (check one):

- ☐ Vendor
- ☐ Vendor's Parent Entity(ies) (show 100% ownership)
- ☐ Subcontractor(s) >\$50,000
- ☐ Subcontractor's Parent Entity(ies) > \$50,000

Project Name: _____

Procurement Bulletin Reference #: _____

Vendor Name: _____

Doing Business As (DBA): _____

Disclosing Entity Name: _____

Disclosing Entity's Parent Entity: _____

Instrument of Ownership or Beneficial Interest (check one):

- ☐ Sole Proprietorship
- ☐ Corporate Stock (C-Corporation, S-Corporation, Professional Corporation, Service Corporation)
- ☐ Limited Liability Company Membership Agreement (Series LLC, Low-Profit Limited Liability Partnership)
- ☐ Partnership Agreement (General Partnership, Limited Partnership, Limited Liability Partnership, Limited Liability Limited Partnership)
- ☐ Not-for-Profit
- ☐ Trust Agreement (Beneficiary)
- ☐ Other

If you selected Other, please describe: _____.

STEP 1
SUPPORTING DOCUMENTATION SUBMITTAL

(All vendors complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

You must select one of the six options below and select the documentation you are submitting. You must provide the documentation the applicable section requires with this form.

- ☐ Option 1 – Publicly Traded Entities
1.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.
OR
1.B. ☐ Attach a copy of the Federal 10-K or provide a web address of an electronic copy of the Federal 10-K, and skip to Step 3.
- ☐ Option 2 – Privately Held Entities with more than 100 Shareholders
2.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.
OR
2.B. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership share in excess of 5% and attach the information Federal 10-K reporting companies are required to report under 17 CFR 229.401.
- ☐ Option 3 – All other Privately Held Entities, not including Sole Proprietorships
3.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.
- ☐ Option 4 – Foreign Entities
4.A. ☐ Complete Step 2, Option A for each qualifying individual or entity holding any ownership or distributive income share in excess of 5% or an amount greater than 60% (\$106,447.20) of the annual salary of the Governor.
OR
4.B. ☐ Attach a copy of the Securities Exchange Commission Form 20-F or 40-F and skip to Step 3.
- ☐ Option 5 – Not-for-Profit Entities
☐ Complete Step 2, Option B.
- ☐ Option 6 – Sole Proprietorships
☐ Skip to Step 3.

STEP 2
DISCLOSURE OF FINANCIAL INTEREST OR BOARD OF DIRECTORS

(All vendors, except sole proprietorships, must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Complete **either** Option A (for all entities other than not-for-profits) or Option B (for not-for-profits). Additional rows may be inserted into the tables or an attachment may be provided if needed.

OPTION A – Ownership Share and Distributive Income

Ownership Share – If you selected Option 1.A., 2.A., 2.B., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of ownership if said percentage exceeds 5%, or the dollar value of their ownership if said dollar value exceeds \$106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – X			
Name	Address	Percentage of Ownership	\$ Value of Ownership

Distributive Income – If you selected Option 1.A., 2.A., 3.A., or 4.A. in Step 1, provide the name and address of each individual or entity and their percentage of the disclosing vendor's total distributive income if said percentage exceeds 5% of the total distributive income of the disclosing entity, or the dollar value of their distributive income if said dollar value exceeds \$106,447.20.

☐ Check here if including an attachment with requested information in a format substantially similar to the format below.

TABLE – Y			
Name	Address	% of Distributive Income	\$ Value of Distributive Income

Please certify that the following statements are true.

I have disclosed all individuals or entities that hold an ownership interest of greater than 5% or greater than \$106,447.20. ☐ Yes ☐ No

I have disclosed all individuals or entities that were entitled to receive distributive income in an amount greater than \$106,447.20 or greater than 5% of the total distributive income of the disclosing entity. ☐ Yes ☐ No

OPTION B – Disclosure of Board of Directors (Not-for-Profits)

If you selected Option 5 in Step 1, list members of your board of directors. Please include an attachment if necessary.

TABLE – Z	
Name	Address

STEP 3**DISCLOSURE OF LOBBYIST OR AGENT**

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

☐ Yes ☐ No. Is your company represented by or do you employ a lobbyist required to register under the Lobbyist Registration Act (lobbyist must be registered pursuant to the Act with the Secretary of State) or other agent who is not identified through Step 2, Option A above and who has communicated, is communicating, or may communicate with any State/Public University officer or employee concerning this solicitation? If yes, please identify each lobbyist and agent, including the name and address below.

If you have a lobbyist that does not meet the criteria, then you do not have to disclose the lobbyist's information.

Name	Address	Relationship to Disclosing Entity

Describe all costs/fees/compensation/reimbursements related to the assistance provided by each representative lobbyist or other agent to obtain this Agency/University contract:

STEP 4**PROHIBITED CONFLICTS OF INTEREST**

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 4 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above. Please provide the name of the person for which responses are provided:

1. Do you hold or are you the spouse or minor child who holds an elective office in the State of Illinois or hold a seat in the General Assembly? ☐ Yes ☐ No
2. Have you, your spouse, or minor child been appointed to or employed in any offices or agencies of State government and receive compensation for such employment in excess of 60% (\$106,447.20) of the salary of the Governor? ☐ Yes ☐ No
3. Are you or are you the spouse or minor child of an officer or employee of the Capital Development Board or the Illinois Toll Highway Authority? ☐ Yes ☐ No
4. Have you, your spouse, or an immediate family member who lives in your residence currently or who lived in your residence within the last 12 months been appointed as a member of a board, commission, authority, or task force authorized or created by State law or by executive order of the Governor? ☐ Yes ☐ No
5. If you answered yes to any question in 1-4 above, please answer the following: Do you, your spouse, or minor child receive from the vendor more than 7.5% of the vendor's total distributable income or an amount of distributable income in excess of the salary of the Governor (\$177,412.00)? ☐ Yes ☐ No
6. If you answered yes to any question in 1-4 above, please answer the following: Is there a combined interest of self with spouse or minor child more than 15% in the aggregate of the vendor's distributable income or an amount of distributable income in excess of two times the salary of the Governor(\$354,824.00)? ☐ Yes ☐ No

STEP 5
POTENTIAL CONFLICTS OF INTEREST RELATING TO PERSONAL RELATIONSHIPS
 (Complete only if bid, offer, or contract has an annual value over \$50,000)
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

Step 5 must be completed for each person disclosed in Step 2, Option A and for sole proprietors identified in Step 1, Option 6 above.

Please provide the name of the person for which responses are provided:

1. Do you currently have, or in the previous 3 years have you had State employment, including contractual employment of services? ☐ Yes ☐ No
2. Has your spouse, father, mother, son, or daughter, had State employment, including contractual employment for services, in the previous 2 years? ☐ Yes ☐ No
3. Do you hold currently or have you held in the previous 3 years elective office of the State of Illinois, the government of the United States, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois? ☐ Yes ☐ No
4. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding elective office currently or in the previous 2 years? ☐ Yes ☐ No
5. Do you hold or have you held in the previous 3 years any appointive government office of the State of Illinois, the United States of America, or any unit of local government authorized by the Constitution of the State of Illinois or the statutes of the State of Illinois, which office entitles the holder to compensation in excess of expenses incurred in the discharge of that office? ☐ Yes ☐ No
6. Do you have a relationship to anyone (spouse, father, mother, son, or daughter) holding appointive office currently or in the previous 2 years? ☐ Yes ☐ No
7. Do you currently have or in the previous 3 years had employment as or by any registered lobbyist of the State government? ☐ Yes ☐ No
8. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) that is or was a registered lobbyist? ☐ Yes ☐ No
9. Do you currently have or in the previous 3 years had compensated employment by any registered election or re-election committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☐ No
10. Do you currently have or in the previous 2 years had a relationship to anyone (spouse, father, mother, son, or daughter) who is or was a compensated employee of any registered election or reelection committee registered with the Secretary of State or any county clerk in the State of Illinois, or any political action committee registered with either the Secretary of State or the Federal Board of Elections? ☐ Yes ☐ No

STEP 6
EXPLANATION OF AFFIRMATIVE RESPONSES

(All vendors must complete regardless of annual bid, offer, or contract value)
 (Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you answered "Yes" in Step 4 or Step 5, please provide on an additional page a detailed explanation that includes, but is not limited to the name, salary, State agency or university, and position title of each individual.

STEP 7
POTENTIAL CONFLICTS OF INTEREST RELATING TO DEBARMENT & LEGAL PROCEEDINGS

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This step must be completed for each person disclosed in Step 2, Option A, Step 3, and for each entity and sole proprietor disclosed in Step 1.

Please provide the name of the person or entity for which responses are provided:

1. Within the previous ten years, have you had debarment from contracting with any governmental entity? ☐ Yes ☐ No
2. Within the previous ten years, have you had any professional licensure discipline? ☐ Yes ☐ No
3. Within the previous ten years, have you had any bankruptcies? ☐ Yes ☐ No
4. Within the previous ten years, have you had any adverse civil judgments and administrative findings? ☐ Yes ☐ No
5. Within the previous ten years, have you had any criminal felony convictions? ☐ Yes ☐ No

If you answered "Yes", please provide a detailed explanation that includes, but is not limited to the name, State agency or university, and position title of each individual.

STEP 8
DISCLOSURE OF CURRENT AND PENDING CONTRACTS

(Complete only if bid, offer, or contract has an annual value over \$50,000)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

If you selected Option 1, 2, 3, 4, or 6 in Step 1, do you have any contracts, pending contracts, bids, proposals, subcontracts, leases or other ongoing procurement relationships with units of State of Illinois government? ☐ Yes ☐ No.

If "Yes", please specify below. Attach an additional page in the same format as provided below, if desired.

Agency/University	Project Title	Status	Value	Contract Reference/P.O./Illinois Procurement Bulletin #

Please explain the procurement relationship:

SIGN THE DISCLOSURE

(All vendors must complete regardless of annual bid, offer, or contract value)
(Subcontractors with subcontract annual value of more than \$50,000 must complete)

This disclosure is signed, and made under penalty of perjury for all for-profit entities, by an authorized officer or employee on behalf of the bidder or offeror pursuant to Sections 50-13 and 50-35 of the Illinois Procurement Code. This disclosure information is submitted on behalf of:

Name of Disclosing Entity:

Signature: _____

Date: _____

Printed Name: _____

Title: _____

Phone Number: _____

Email Address: _____

APPENDIX III: BEP Compliance & Vendor Resources

In support of the Illinois Business Enterprise Program for Minorities, Females, and Persons with Disabilities (BEP), Illinois State University has established aspirational goals for contracts. The University encourages diversity by having minority, female, and disabled business enterprises compete for and participate in University contracts. The goals can be met in multiple ways: (1) by means of contracts awarded directly to minority, female and disabled business firms by the University or (2) indirectly by the Respondent's ordering goods or services from BEP certified suppliers or subcontractors; or (3) a combination of the above.

To aid in meeting these goals, **a utilization plan must be submitted** that provides information on your firm's ability to comply. If no BEP utilization is proposed, your response should include details of good faith efforts and/or justification for a waiver request. Under BEP guidelines, "Good Faith Effort Procedures" provide information on other factors that affected your ability to comply with goals.

IMPORTANT NOTE: Vendor(s) provided on the Letter of Intent (self-performing or subcontractor/supplier) must be certified with the State of Illinois CMS BEP system. Certifications with other agencies or organizations are not acceptable. (See official listing at: [CMS Diversity Compliance](#))

General information for Illinois procurement:

- [Sell 2 Illinois](#)
- [Pathway 2 Procurement](#)

Business Enterprise Program:

- [Search for Diverse Vendors](#)
- [Vendor Registration for BEP Certification](#)

BEP forms:

- [BEP Participation and Utilization Form](#)
- [Letter of Intent](#)

Other resources:

- [Illinois Procurement Gateway \(IPG\)](#)
- [State Certifications and Financial Disclosures \(i.e. Form A or Form B\)](#)
- [Veteran Owned Business](#)
- [Veteran Participation and Utilization Form](#)
- [Small Business](#)