



**Invitation to Bid  
Solicitation # 2021-02**

The following is sought: HVAC and Plumbing Services for City of Urbana Facilities

Requesting Department: Urbana Public Works Department  
Contact Person: Barb Stiehl  
Address: 706 South Glover Avenue  
Telephone No.: (217) 384-2342  
E-Mail Address: [blstiehl@urbanaininois.us](mailto:blstiehl@urbanaininois.us)

Date of Request Posted on City's website: 7/17/2020

Date Published in News-Gazette: 7/18/2020

The original Bid plus 1 copies MUST be submitted to the Requesting Department at or before the date and time specified below to receive full consideration:

Bid Submission Date: 8/11/2020 Time: 2:00 P.M. Central Time

Allowable Means for Transmitting Bids: Sealed hardcopy bid  
Public Bid Opening Date: 8/11/2020  
Time: 2:00 P.M. Central Time

Locations for above: Urbana Public Works Dept. 706 South Glover Ave. Urbana Il. 61802

COVID19 precautions: Face coverings and social distancing will be required for bid opening attendance. Bid opening will also be broadcast via Zoom meeting. Request for Zoom meeting participation link must be submitted to [blstiehl@urbanaininois.us](mailto:blstiehl@urbanaininois.us) .

All Bids submitted in response to this Invitation to Bid shall be irrevocable for a period of 45 days after the Bid submission due date and may not be withdrawn by the Vendor during this period. After such time has elapsed, the Vendor may withdraw the Bid if it has not been selected prior to the request to withdraw. Such withdrawal shall be requested in writing.

**BID DOCUMENTS ARE AVAILABLE ONLINE AT THE CITY OF URBANA WEBSITE:**  
<https://www.urbanaininois.us/bids-rfps>

*The City reserves the right to waive technicalities or to accept or reject any Bid or combination of Bids based upon the City's determination of its best interest.*

*If you would like to receive e-mail notification when new procurements are posted by the City, please sign up for the mailing list here: <http://eepurl.com/di4k75>*

## 1. **DEFINITIONS:**

“City” shall mean the City of Urbana, Illinois, a municipal corporation and home rule unit of local government.

“Contract” shall mean a written instrument that, once executed by the Successful Vendor and the City, becomes legally binding and enforceable on the City and the Successful Vendor. “Contract” shall also mean any and all exhibits, whether or not labeled as such, which are attached to or incorporated in the instrument by reference that may, but not necessarily, include, the Invitation to Bid, Bid or a part or portions thereof.

“Bid” shall mean any response to this Invitation to Bid that is submitted to the City, including any information appended to or included in such response.

“Invitation to Bid” shall mean this document and all exhibits appended to and/or which are referenced in this document.

“Specifications” shall mean the terms, conditions, and requirements described in this Invitation to Bid.

“Respondent” shall mean any contractor, consultant, professional, or vendor who submits a Bid in response to this Invitation to Bid.

“Successful Respondent” shall mean the contractor, consultant, professional, or vendor whose Bid is selected by the City to proceed forward with negotiation for the purpose of arriving at mutually acceptable Contract terms between such person and the City.

“Time” shall mean calendar days, hours and minutes (Central Time) unless otherwise specified.

## 2. **SPECIFICATIONS:**

See Exhibit A – SUMMARY AND SPECIFICATIONS appended hereto and made a part hereof.

## 3. **RESPONDENT QUESTIONS:**

**3.1. Responsibilities of Respondent:** It shall be the responsibility of each Respondent to be fully familiar with the Specifications, General Instructions and other requirements contained in and included with this Invitation to Bid. No plea of error or ignorance by a Respondent of the Specifications, General Instructions and other requirements shall be accepted.

**3.2. Questions:** All questions pertaining to this Invitation to Bid must be received by the contact person identified on Page 1 of the Request at least five (5) business days prior to the deadline for submission of Bids. No Questions will be considered after 4:00pm Tuesday, August 4<sup>th</sup>.

**3.3. Discrepancies and Omissions:** If a Respondent finds discrepancies or omissions in the Specifications or is in doubt as to the meaning of any requirement or term contained in this Invitation to Bid, the Respondent shall notify

the City at least five (5) business days prior to the deadline for submission of the Respondent's Bid. The City will send written instructions in the form of an addendum to all Respondents that have indicated their interest in submitting a Bid to the City if the information is deemed necessary by the City for submitting Bids. The City will not be responsible for any oral instructions. The failure of the Respondent to request clarification prior to submitting a Bid waives the Respondent's right to claim any ambiguity or discrepancy in the documents or lack of understanding of any term or requirement.

**3.4. Addenda:** If the City deems it appropriate to issue one or more addenda to this Invitation to Bid, the City shall send such addenda to all Respondents that have indicated to the City an interest in submitting a Bid in response to this Invitation to Bid by registering on the City's website entry for this Invitation to Bid or by notifying the contact person identified above in writing (by e-mail or letter). All such issued addenda shall be deemed a part of this Invitation to Bid. Respondents must acknowledge in their respective Bids all addenda specifically sent by the City. Failure to acknowledge receipt of addenda may disqualify a Respondent's Bid from consideration by the City.

**3.5. Contacting City Staff and Officials:** Respondents are prohibited from contacting City staff and any elected or appointed official of the City regarding this Invitation to Bid except as specifically set forth in this Invitation to Bid. Failure to comply with this provision may result in rejection of any or all Bids.

**4. GENERAL INSTRUCTIONS; BID CONTENT; FORMAT; SUBMISSION:**

See EXHIBIT B – GENERAL INSTRUCTIONS; BID CONTENT; FORMAT; SUBMISSION appended hereto and made a part hereof.

**5. BID EVALUATION CRITERIA:**

See EXHIBIT C – EVALUATION CRITERIA appended hereto and made a part hereof.

**6. AWARD OF CONTRACT:**

**6.1. Bid Guarantee:** All Bids must be guaranteed and may not be withdrawn until 45 days after the Bid submission due date.

**6.2. Rejection of Bids:** If a Respondent is not selected as the Successful Respondent as contemplated in this Invitation to Bid, Respondents may withdraw their Bids.

**6.3. Price:** While it is the City's custom and practice to award a Contract to the Successful Respondent based on lowest Bid price, if all the Specifications contained in Exhibit A are met in full and without any substitutions, the City has no obligation to select as the Successful Respondent the Respondent that submits the lowest Bid Price.

**7. CUSTOMER/CLIENT SERVICE:**

The City expects the Successful Respondent to deliver a high level of customer/client service regarding all aspects of the Successful Respondent's performance of his/her obligations and responsibilities as set forth in his/her Contract with the City.

**8. GENERAL LEGAL MATTERS:**

See EXHIBIT D – GENERAL LEGAL MATTERS and EXHIBIT E – REQUIRED FORMS TO BE COMPLETED AND SUBMITTED WITH BID.

## EXHIBIT A

### SECTION 2 – SUMMARY AND SPECIFICATIONS

**1.1 GOAL** Time and material HVAC and plumbing repair services are needed by municipal facilities under the jurisdiction of the City of Urbana, Illinois. This contract does not include HVAC and plumbing work in new construction. The City of Urbana does not guarantee a minimum value of this contract.

**1.2. SUPPLIES AND/OR SERVICES REQUIRED:** The Vendor will provide time and material general on-call and emergency service for repair, maintenance and minor alterations, to the heating, ventilating, air conditioning and plumbing systems at City of Urbana, Illinois facilities. The Vendor must have extensive experience in commercial service including but not limited to:

- **HVAC Refrigeration** Type- rotary, centrifugal, scroll, reciprocating, absorption.
- **Indoor Air Quality Products and Devices** Type- active polarization, non-ionizing, electronic air cleaning systems intended to replace passive filtration, any other.
- **Unitary** Type- rooftops, split systems, VRFs, heat pumps, PTACs, water-source, minisplits.
- **Air handling** Type- central station-manufactured or custom makeup air, fan, filter, coil sections.
- **Air Terminal Devices and Heating Products** Type- VAV, fan coils, unit ventilators, unit heaters, fin tube radiation/convectors.
- **DDC Controls** Type- core components, end devices, lighting, panels.
- **Cooling Towers** Type- open, closed, evaporative, other.
- **Pumps** Type- single stage, split case, end suction, inline, circulator, turbines.
- **Invertors**
- **Boilers and Water Heaters** Type- modulating, condensing, cast iron, water tube, packaged and other.
- **HVAC Specialty Products** Type- (e.g., modular, outside/inside, steam & thermal heat recovery, humidity control, heat wheel, heat pipe, heat exchangers, geothermal).
- **Equipment Parts and Supplies** Type- manufactured parts, emergency parts service, miscellaneous material and supplies and other.
- **Startup & Commissioning Services** Type- equipment startups, system checkouts, control verification, retro commissioning, M & V verifications, rebate auditing, other.

- **Service & Maintenance** Emergency services, regulatory compliance, cleaning (e.g., duct, coils and filters), scheduled maintenance (e.g., oil, chemical and vibration analysis) and other.
- **Distribution systems**
- **Exhaust and Ventilator Fans**
- **Equipment Rentals** Type- chillers, pumps, transformers, terminal units, generators, cooling towers, packaged unitary.

Any and all related equipment and components of City of Urbana occupied facilities.

1.2.1. The Vendor agrees to furnish all labor, materials, tools, equipment, subcontractors and any other required materials related to providing the services detailed herein

1.2.2 The Vendor and/or their employees shall reclaim and/or recover all refrigerant and coolant from all air conditioning units and prohibit their discharge into the atmosphere. The Vendor and employees are to be licensed and/or certified and maintain adequate equipment to perform said services per the Clean Air Act regulations (<https://www.epa.gov/laws-regulations/summary-clean-air-act>).

1.2.3. The Vendor shall be responsible for disposing of their own regulated materials and all replaced parts, supplies, debris etc. in accordance with all applicable federal, state and local laws. Where possible, the Vendor shall promote recycling, and properly label and containerize all electronics, lights, batteries and other items, in order to promote the City's sustainability initiatives and conform to the Universal waste regulations.

1.2.4 Vendors responding to this bid must be able to provide service twenty four hours a day, seven days a week, three hundred sixty five days a year, including holidays for the duration of the agreement. HVAC and plumbing system failure in some City facilities is a matter of public safety; therefore reliable emergency response capabilities are critical.

1.2.5. The Vendor shall, if required, furnish satisfactory evidence to the City as to the kind and quality of materials.

1.2.6. The Vendor's per hour labor rate shall include the prevailing basic wage rate per the terms shown in Exhibit D Section 8.9.

1.2.7. The Vendor shall not use any City property such as tools, equipment, ladders, extension cords, mops, buckets, cleaning material, etc. The Vendor shall supply all necessary items needed for each job. The city shall provide electricity and hot and cold water. The City will not be responsible to provide storage for the Vendors material, tools, equipment, etc. or be liable for same. Job site shall be kept clean of all unwanted residue, debris, material, empty cans and boxes, tools and equipment, etc. at the end of each working day.

### **1.3. TIME AND MATERIAL REQUIREMENTS:**

1.3.1. The City may request a written estimate and/or proposal on any repairs, replacements and/or work estimated to exceed \$2500.00.

1.3.2. Estimates and proposals will be in writing with description of work to be performed and detailed breakdown of material, labor and other cost and priced as per contract agreement and given to the City for approval.

1.3.3. If said work is authorized by the City of Urbana, Illinois then work shall be performed on a time and material basis (as per contract agreement) not to exceed the estimate or proposal.

1.3.4. The City reserves the right to obtain additional estimates and/or proposals.

1.3.5. The Vendor shall be required to perform services with their own employees and have adequate personnel to fulfill the contract requirements.

1.3.6. The Vendor and their employees shall report to the City indicating times of arrival and departure and provide a brief description of the services rendered and location in the facility.

1.3.7. The Vendor shall not commence any work under this contract until approval has been obtained from the Facilities Supervisor or their authorized representative.

1.3.8. At the completion of each job, the Vendor's employees shall report to the Facilities Supervisor or their authorized representative for approval of the work.

1.3.9. A separate work order/ticket will be written for each individual job or service performed. Required information on all the Vendor's work orders/tickets are as follows:

- Facility name and/or job location, date order received, start and completion date, with time in and out.
- Equipment asset ID number when applicable.
- Detailed description of work performed.
- Breakdown of materials used.
- Listing of each employee, date and hours worked.
- Other charges listed.
- Labor hours (straight and overtime). There will be no lumping of hours or materials.

1.3.10. The City shall at all times have access to the work wherever it is in preparation or progress and the Vendor shall provide for such access and inspection.

1.3.11. The City may request the Vendor to provide copies of material suppliers invoices to verify cost. The City may, at their discretion, require waivers of lien for materials prior to payment for good and/or services.

1.3.12. Estimates and proposals shall offer written justification why a higher paid trade person (foreman) is being used in lieu of a lower paid trade person (basic).

#### **1.4 MILESTONES AND DELIVERABLES:**

1.4.1. The Vendor shall submit the billing invoice detailing description of work performed, material cost, other cost and labor hours with hourly rate as per contract within thirty (30) days of job completion.

1.4.2 The Vendor shall have a dispatcher available at a dedicated phone number, twenty-four (24) hours a day and shall provide prompt response to service calls

1.4.3. Response time for routine work repairs and service will be within twenty-four (24) hours after receipt of call from the City. All work shall be completed during normal working hours or as may be determined and/or scheduled by the City.

1.4.4. Emergency service response time will be within two (2) hours after call from the City on either a regular or overtime basis.

1.4.5. An emergency is defined as a situation of extraordinary conditions where the normal operations or portions thereof would cease or be seriously impaired if immediate action were not undertaken to correct the contingency. Emergencies could also be in response to health and safety issues. The City will determine whether a situation is an emergency or not.

1.4.6. The Vendor shall provide the City with names and telephone numbers who can be contacted in the event of an emergency after normal working hours.

**1.5 VENDOR / STAFF SPECIFICATIONS:** The City is committed to prompt and efficient customer service. The Vendors and their employees are to treat customers with courtesy and respect

1.5.1. The Vendor and the Vendor's employees shall be experienced and knowledgeable in the field of commercial, industrial and institutional HVAC and plumbing services.

1.5.2. The Vendor shall maintain and have current all municipal, county state and/or federal license/s that are applicable and required for their business. The Vendor's employees shall maintain and have current, all municipal, county, state and/or federal license/s that are applicable and required for their trade.

1.5.3. The Vendor shall comply with all applicable State Laws, Ordinances, Building and Construction Codes. The Vendor shall obtain all permits and inspections as required. Required permits will be provided at no charge to the Vendor.

1.5.4. The City may conduct criminal and driver history background checks of the Vendor's officers, employees or agents who would directly supervise or physically perform any of the contract requirements. Any officer, employee or agent must be cleared through the background check before entering the premises to commence work. Any officer, employee or agent deemed unsuitable by the City must be replaced immediately. This includes all permanent and temporary employees.

1.5.5. Damage to the State's Property: The Vendor shall be responsible for any and all damage caused by Vendor's personnel. The Vendor shall advise the City of all damages immediately, and shall then follow-up with a written report within twenty-four (24) hours stipulating the following:



- Description of damage, including extent and location.
- Cause of damage.
- Steps taken by Vendor.

#### **1.6 OTHER SPECIFICATIONS:**

1.6.1. Vendor must provide the City a list of all trades to be used in performance of the terms and conditions of this contract.

1.6.2 All work, material, parts, etc. shall be guaranteed for one year to be free of defects. Defective items shall be replaced during the first year of operation without cost (including labor cost) to the City.

1.6.3. The Vendor shall promptly remove from premises all material condemned by the City as failing to conform to the contract, and the Vendor shall promptly replace and re-execute their work in accordance with the contract without expense to the City. The City will not pay for “call-backs” to re-do the original job, repair and/or service. This will also apply to the warranty provision found in section 1.6.2.

1.6.4. The Vendor’s employees shall be required to comply with all instructions issued by the Facilities Supervisor of the City or their authorized representative.

1.6.5. The Vendor and Vendor’s employees will comply with the building security procedures as may be required.

1.6.6. The Vendor and all Vendor’s employees are prohibited from disturbing papers on desks, opening desk drawers or cabinets, use of telephones and/or office equipment or anything provided for official City use.

1.6.7. The Vendor shall assume responsibility for the health, safety and protection of its employees, subcontractors, material, equipment, and tools of the trade. The Vendor will comply with the provisions outlined. The Vendor will take necessary precautions when handling hazardous waste or contaminants. The Vendor will be responsible for ensuring the general safety of its employees, building tenants and visitors while working in specific areas of the facility. The Vendor will ensure that no hazards are posed by their activities. Work areas will be cordoned off and free of any obstructions.

1.6.8. Safety is of utmost importance. Precaution shall be exercised at all times for the protection of persons and property. The Vendor shall conduct all operations in a safe manner and shall comply with all pertinent local, state and federal safety regulations and with whatever requirements deemed necessary by the City.

1.6.8. The Vendor will be responsible for reporting employee illnesses or injuries and controlling and eliminating job site hazards.

1.6.9. The Vendor’s workers or sub-contractors will promptly notify the Vendor and the City of unusual incidents, accidents, or potential safety threats that may affect the site, tenants and visitors.

1.6.10. The Vendors are advised that asbestos containing materials and or suspected asbestos containing materials may be present in the facilities. Vendor and employees are cautioned not

to disturb, remove or damage any material which may contain asbestos in performing the required service. The Vendor and their employees acknowledge that they are fully aware of the health hazards associated with asbestos exposures and will not engage in any work activities which may disturb and/or damage said material creating a potential hazard. Any removal and/or repair of asbestos containing materials and/or suspected asbestos containing materials that is necessary for repair, maintenance, and replacement of materials and equipment under this contract shall be provided by the licensed asbestos abatement Vendor under contract with the Illinois Department of Central Management Services. Should there be an accidental disturbance or damage to asbestos containing materials by the Vendor or their employees, said disturbance shall be immediately reported to the Facilities Manager or their authorized representative.

1.6.11. The Vendor shall attach and submit with their billing invoice all pertinent information required as stated in these detailed specifications

1.6.12. The prescribed invoicing, billing, and work procedures will be strictly adhered to by the Vendor. Invoices shall not be approved and/or processed for payment if these requirements are not met.

**1.8 SUBCONTRACTING:** Subcontractors are allowed.

1.8.1. Please identify on the attached form subcontractors that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

**1.9 VENDOR QUALIFICATIONS:** No contract shall be awarded except to responsible vendors capable of supplying the class of product contemplated. Before being considered for the award, vendors may be required to show evidence of the necessary experience, facilities, equipment, ability and financial resources to perform the work in a satisfactory manner and within the time stipulated. The City of Urbana shall make the final determination as to the vendor's ability to provide the desired services.

**1.10 BASIS OF AWARD** The City will award this contract to the lowest responsive and responsible respondent that is able to meet the requirements and criteria set forth in this document. A "responsive respondent" is able to provide a product or service that conforms in all material respects to the specifications detailed in this document. A "responsible respondent" is a corporation, company, or person who has the ability in all respects to provide the product or service desired at the highest possible standards of quality. The City of Urbana may award the contract based on line item categories, or as a whole, whichever best serves the interest of the City.

**1.11 LENGTH OF CONTRACT:** The contract resulting from the successful bid(s) shall be in effect from the date of award until June 30, 2023. There will be no option for contract extension following that term. However, the City and individual vendors may enter into a short-term extension of no more than three months for the purpose of covering lapses between contract periods. This short-term extension is contingent upon agreement by both parties involved.

**1.12 EXCLUSIVITY IF CONTRACT:** The awarded vendor will serve as "first-call" supplier for services referenced in the bid. In the case of poor performance or vendor default, the City of Urbana reserves the right to obtain services referenced in the bid from other vendors that best serves the interest of the City.

**1.13 REQUIRED FORMS:** The vendor shall provide the forms in Exhibit E in a sealed envelope as defined in in Exhibit B- 4.3.1. These include:

- Bid form with rate sheet
- List of Subcontractors
- EEO Workforce Statistics form
- Vendor Representations and Additional Duties Form
- Only if necessary; a statement representing any proposed deviations from these specifications. (per Exhibit B-4.2.2)

## EXHIBIT B

### SECTION 4 - GENERAL INSTRUCTIONS; BID CONTENT; FORMAT; SUBMISSION

#### **4. GENERAL INSTRUCTIONS:**

**4.1. Due Date and Time:** No Bid shall be considered if it is received by the contact person after the due date and time specified on Page 1 of the Invitation to Bid.

**4.1.1. Format:** All Bids must follow the format described in this Exhibit B. Respondents shall provide information requested by this Invitation to Bid in a direct and concise manner. Responses shall refer directly to section numbers in this Invitation to Bid and meet or exceed the requirements as described in this Invitation to Bid.

**4.1.2. Guaranteed Bids:** All Bids must be guaranteed and the City will not accept conditional or qualified Bids unless provided otherwise in this Invitation to Bid.

**4.1.3. Completion of Forms:** All blank spaces in any form document included in the Bid must be filled in by using a typewriter, indelible ink, or word processor. Where amounts are given in both words and figures, the words will govern if there is a discrepancy between the words and figures. If there is a discrepancy between the total price amount and the sum of the unit prices, the sum of the unit price will govern. The person signing the Bid must initial any changes or corrections made on the Bid if changes are made by typewriter or indelible ink after printing.

**4.1.4. Authorization to Submit Bid:** A responsible person must sign the Bid and, in the case of a business entity or firm, represent and warrant that the signer is duly authorized to sign the Bid on behalf of the Respondent. For Bids tendered by e-mail, this signature should be scanned and included with the Bid document.

**4.1.5. Acceptance/Rejection:** The City's decision to accept or reject any or all Bids or portions thereof shall be final.

**4.1.6. Clarification of Bid:** Subsequent to receipt of Bids, the City may require the Respondents to clarify or explain their Bids or any part or parts thereof by way of a telephone conference, e-mail, in-person conference, or in writing.

#### **4.2. BID CONTENT AND FORMAT:**

**4.2.1. Respondent's Information:** The Bid must include:

Respondent's name, address, telephone number, e-mail address, and website (if any).

Respondent must also specify contact person and his/her name, address, telephone number, mobile number, and e-mail address.

**4.2.2. Addressing Specifications (Exhibit A):** Respondent must address each Specification contained in Exhibit A. If any part of Respondent's Bid proposes one or more deviations from the Specifications (Exhibit A), the Respondent must provide sufficient information for each Specification for which a deviation is proposed, a sufficiently clear description of the deviation for the City to understand what is proposed and an explanation insofar as how the Respondent's proposed deviation is of equal or better quality than the City's Specification.

**4.2.3. Pricing Information:**

**4.2.3.1.** The Bid must include a price quote. In the event that the aforesaid includes components or discrete parts, the Bid must include an aggregate price quote as well as pricing for each component or discrete part.

**4.2.3.2.** The aggregate price must include costs of transportation, handling charges, set-up charges, cost of warranty, and all other charges. These items must also be itemized.

**4.2.3.3.** If the cost of travel is included in the pricing information, the estimated cost for such travel and detailed information used to compute such estimated cost shall be itemized separately. In the event the Respondent anticipates that overnight stays in connection with Bid, if accepted, will be required, the City requests that, where reasonable, all persons staying overnight do so at a hotel or motel located within the Urbana city limits.

**4.2.3.4.** All prices must be guaranteed for a period of 45 days.

**4.2.4. References:** Respondents may be asked to provide references. If requested, the Respondent must provide, for each reference, the business name, address, telephone number, e-mail address, business website, and name of the individual to be contacted and, if different from the foregoing, the individual's address, telephone number, and e-mail address.

**4.2.5. Amendments to Invitation to Bid:** In the event that the City issues any changes to its Invitation to Bid following the publication or issuance date, as the case may be, listed on Page 1 of this Invitation to Bid, it will do so through one or more addenda which will be sent to those Respondents that have expressed interest in submitting Bids.

**4.2.6. Use of Subcontractors:** The names, addresses, telephone numbers, e-mails, and websites (if any) and the names of contact persons of all subcontractors which the Respondent anticipates using in performance of work requested in the Invitation to Bid.

### **4.3 SUBMITTING BIDS:**

**4.3.1. Bid Submissions by Mail, Hand-Delivery, or Courier Service:** If a Bid will be submitted by mail, hand-delivered, or by courier service, the Bid shall be submitted in a sealed opaque envelope bearing the following information: Name, address, and phone number of Respondent; Solicitation name, title, and number, if any; and Bid opening date and time as specified on Page 1 of the Invitation to Bid. The aforesaid envelope should then be placed in another envelope that is addressed to the contact person designated on Page 1 of the Invitation to Bid.

**4.4. Assumption of Risk:** Regardless of the means and method by which Respondent uses to send the Bid, Respondent assumes all risks of errors in sending and delay caused when or by sending Respondent's Bid for receipt by the contact person listed on Page 1 of the Invitation to Bid after the date and time specified on Page 1 of the Invitation to Bid. The City shall have no responsibility should Respondent's Bid be received after the date and time specified on Page 1 of the Invitation to Bid for the City's receipt of Bids.

## EXHIBIT C

### SECTION 5 - EVALUATION CRITERIA

- 5.1. PUBLIC OPENING OF BIDS:** The City will conduct a public opening of the Bids at the date, time and location specified on Page 1 of the Request. The public opening will include a reading of each Respondent's name and the respective aggregate prices which the Respondents submitted. No other contents of Respondents' Bids will be disclosed at this time.
- 5.2. TREATMENT OF BIDS:** Until such time as the City has entered into and executed a Contract with a Respondent or has fully rejected all the Bids, the Bids will be subject to Section 7(h) of the Freedom of Information Act. 5 ILCS 140/7(h) governing "proposals and bids for any contract."
- 5.3. EVALUATION CRITERIA:** The City will evaluate the Bid(s) following the date and time when opened, whether or not such opening occurs in public. The evaluation will be conducted before the Bids expire and will be based on and but may not be limited to the following criteria.
- 5.3.1. Completeness:** Degree of completeness of the Bid.
- 5.3.2. Compliance with/Deviations from Specifications:** Degree of compliance with the Specifications included on Exhibit A. In the event any Specification is not complied with, the City will consider the Respondent's proposed substitute and whether it is of equal or better quality than the particular Specification.
- 5.3.3. Price:** The City will consider the aggregate price and, if provided, component pricing included in each Bid.
- 5.3.4. Other Criteria:** In addition to the above, the City may consider the following additional criteria:
- 5.3.4.1.** The experience of the Respondent in PROVIDING THE MATERIALS AND SERVICE as requested in this Request.
- 5.3.4.2.** To the extent the City has had performance and/or delivery problems or disputes with the Respondent in the past, the Respondent's cooperation in resolving such problems or disputes to the satisfaction of the City
- 5.3.4.3.** Completion and approval of the Respondents EEO paperwork.

**5.4. INVESTIGATIONS:** The City may undertake such investigations and other due diligence regarding Respondent and Respondent's Bid as it deems necessary and appropriate. Such investigation may include, but is not limited to, contacting any reference supplied by the Respondent or any customer/client known to the City which has obtained goods, services, labor and/or materials from Respondent similar to those described in this Request. The City reserves the right to reject any Bid if the evidence submitted by, or investigation of such Respondent fails to satisfy the City that Respondent is properly qualified meet the requirements contained in this Request.

**5.5. DEFAULT ON OBLIGATIONS TO CITY:** No Bid will be considered if the Respondent is in arrears or is in default on any obligation, tax, fee, or fine due and owing to the City or is in breach of any agreement to which the City is a party which breach has not been fully cured to the satisfaction of the City.



## EXHIBIT D

### SECTION 8 – GENERAL LEGAL MATTERS

**8.1. RIGHTS TO BIDS AND SUPPORTING MATERIALS:** All Bids and related information provided by Respondents shall become the property of the City when received and shall not be returned to the Respondent. However, in the event any Respondent has a documentable statutory or common law intellectual property right (e.g., patent, copyright, trademark, service mark, etc.) in any part of the Respondent's Bid or supporting materials which is or are not otherwise in the public domain, the submission of the Respondent's Bid shall not be deemed or construed as a waiver, release, or transfer to the City of the Respondent's intellectual property rights.

**8.2. PUBLIC RECORDS; CONFIDENTIAL INFORMATION:**

**8.2.1. Application of Freedom of Information Act After Award:** Following the selection of and the execution of a Contract with the Successful Respondent, if any, all Bids will be available to the public upon receipt of a valid Freedom of Information Act ("FOIA") (5 ILCS 140/1 et seq.) request and other applicable laws and rules except as provided below.

**8.2.2. Confidential Information:** A Respondent may not designate an entire Bid as confidential in order to avoid having it produced in response to the City's receipt of a request for information under the Freedom of Information Act (5 ILCS 140/1 et seq., "FOIA"). If a Respondent believes that it has a lawful basis for designating certain information in the Respondent's Bid as confidential, proprietary or trade secret, as defined in the Illinois Trade Secret Act (765 ILCS 1065/1 et seq.), the Respondent must specifically label each page of the Bid that contains such information with a legend stating: "CONFIDENTIAL INFORMATION." The Respondent must also provide sufficient information to the City to establish the confidentiality of the information labeled as such since the City will have no obligation to ascertain whether such information is in fact exempt from production under FOIA. Respondent's request for confidential treatment of information in a Bid shall not supersede the City's legal obligations under FOIA.

**8.2.3. Confidential Bids:** The City will neither accept nor consider any Bid which indicates that it should be treated confidential, proprietary or trade secret in its entirety.

**8.2.4. Submission of Confidential Information:** If a Respondent requests that a portion of its Bid be treated as confidential, proprietary or trade secret, the Respondent must submit an additional copy of the Bid with that information deleted. This copy must state the general nature of the material deleted and shall retain as much of the Bid as possible.

**8.2.5. Costs of Claiming Confidentiality:** Each Respondent shall be responsible for any costs which the City incurs in defending a request for Bid information which the Respondent has marked as “CONFIDENTIAL INFORMATION.” In the event that the City receives a FOIA request which seeks disclosure of that portion of a Bid which contains information designated as confidential and the Respondent requests the City to withhold that information from disclosure, the Respondent shall cooperate with the City to the degree necessary for the City to assert the appropriate FOIA exemption when responding to the FOIA requester and the Illinois Attorney General’s Office, as the case may be.

**8.2.6. Intellectual Property Rights of Others:** By submitting a Bid, the Respondent represents and warrants that anything contained in the Bid does not violate any intellectual property right (e.g., patent, copyright, trademark, service mark, etc.) owned by any other person.

**8.3. COSTS OF SUBMITTING BID:** The Respondent shall be responsible for any and all costs and expenses in connection with his/her preparation and submission of his/her Bid.

**8.4. LAWFULNESS OF SUBMISSION OF BID:** By submitting his/her Bid, the Respondent represents and warrants that the Respondent –

**8.4.1. No Bid Rigging:** Has not engaged in any unlawful bid rigging, price fixing or group boycott with any other Respondent or third person.

**8.4.2. No Federal or State Violations:** Has not violated any state or federal law governing the subject of that which is sought by the Request.

**8.4.3. Direct Interest in Contract:** Is the only person that will have a direct interest in the Contract, if any is awarded.

**8.4.4. No Bribery:** Has not made any effort to coerce or bribe any City elected or appointed official or employee to award the Contract to the Respondent. Has not undertaken any effort to provide the City with the Specifications used in this solicitation document.

**8.5. TAXES; AUTHORIZATIONS:**

**8.5.1. City Tax Exemption:** By law, the City is exempt from paying federal excise tax, state and local retailers' occupation tax, state and local service occupation tax, use tax, service use tax, and sales tax. The City's tax-exempt number will be furnished upon the Successful Respondent’s request.

**8.5.2. Authorizations:** Within three (3) business days of executing a Contract, if any is to be executed, the Successful Respondent, at its expense, shall provide the City with all necessary permits, licenses, and certificates required

to satisfy the obligations to which the Successful Respondent will be expected to assume by entering into a Contract with the City. The Successful Respondent shall comply with all requirements of and shall keep in full force and effect all such permits, licenses, and certificates throughout its performance of the Contract.

**8.6. USE OF CITY'S NAME:** No Respondent, including the Successful Respondent, if any, shall use the City's name or logo in any form of advertising without the City's prior written permission.

**8.7. CONTRACT DOCUMENTS:** The Successful Respondent shall be required to enter into a Contract with the City.

**8.7.1. Successful Respondent Supplied Contract:** If a Respondent, if selected as the Successful Respondent, expects the City to enter into an agreement using the Respondent's template form of agreement, the Respondent must supply a copy of that agreement form along with his/her Bid. Nothing herein shall require the City to accept the terms of such agreement form.

**8.7.2. City-Supplied Contract Form:** If a Respondent, if selected as the Successful Respondent, does not intend to ask the City to use his/her agreement form, the City shall provide the Successful Respondent with the terms of agreement. The Contract terms may be contained in a wholly separate document and/or those parts of the City's Request and Successful Respondent's Bid to which the City and Successful Respondent agree.

**8.7.3. Final Contract Terms:** Regardless of whether the Successful Respondent's or the City's agreement form is to be used, where appropriate, the Successful Respondent and the City will negotiate in good faith final terms of agreement. Any final Contract entered into by and between the City and the Successful Respondent shall contain the following:

**8.7.3.1. Price Quote:** The Successful Respondent's price quoted as contained in his/her Bid or as further negotiated by and between the Respondent and the City which, in all events, shall include the all costs of delivery, set up, testing, instruction, and warranties, if any.

**8.7.3.2. Delivery:** Delivery of equipment, supplies and/or materials shall be made to the Project site during normal working hours.

**8.7.3.3. Payment:** Terms of payment by the City to the Successful Respondent.

- 8.7.3.4. Specifications:** The Specifications provided for in this Request as may be modified by agreement between the City and the Successful Respondent.
- 8.7.3.5. Default and Cure:** Terms covering the Successful Respondent's or the City's default, if any, with rights to cure such default.
- 8.7.3.6. Representation of Authority:** If the Successful Respondent is a corporation, limited liability company or partnership, there must be included a representation that the person signing the Contract on behalf of the Successful Respondent is authorized to do execute the Contract
- 8.7.3.7. Costs of Negotiation:** The City and the Successful Respondent to bear their respective costs of negotiating and executing the final Contract between them.
- 8.7.3.8. Indemnification:** The Successful Respondent's indemnification, hold harmless, and duty to defend the City in the event of any bodily injury or property damage caused the Successful Respondent's intentional, willful, wanton, grossly negligent, or negligent wrongful act or omission in performing his/her duties as provided in the Contract.
- 8.7.3.9. Warranties:** Any warranties which were submitted by the Respondent along with his/her Bid including any modifications thereof agreed to by the City and the Successful Respondent.
- 8.7.3.10. Service/Maintenance:** If the Successful Respondent and the City agree as to any ongoing service or maintenance agreement, the terms of such agreement.
- 8.7.3.11. Insurance Requirements:** The City will specify the minimum insurance coverages required to be in place, with the City named as an additional insured, where appropriate.
- 8.7.3.12. EEO Representations:** Affirmation of the EEO representations which the Successful Respondent provided as part of his/her Bid.
- 8.7.3.13. Termination of Contract:** Means of terminating the Contract by the City or the Successful Bidder and the non-terminating party's rights and remedies.

**8.7.3.14. Governing Law:** The laws of the State of Illinois shall apply to any interpretation, construction, breach and enforcement of the Contract. Any action to interpret, construe, for breach, and/or enforcement of the Contract shall be initiated and maintained in the Circuit Court for the Sixth Judicial Circuit, Champaign County, Illinois or, if applicable, the United States District Court for the Central District of Illinois.

**8.7.3.15. Additional Terms:** Such other terms, if any, as the City and the Successful Respondent shall agree.

**8.8. Termination of Solicitation Process/No Rights Created:** The City reserves the right to terminate the solicitation and selection process at any time, to reject any or all Bids, and to award a Contract in the best interest of the City. Nothing herein shall be deemed to create any right or interest in any arrangement between the City and any Respondent unless and until the City and the Successful Respondent have entered into and executed a Contract. Nothing herein shall be deemed as obligating the City to accept a Bid based solely on lowest price.

**8.9. Prevailing Wage Act/ Davis-Bacon Act:**

**8.9.1. Prevailing Wage Act:** Any Contract entered into between the Successful Respondent and the City will be subject to the Illinois Prevailing Wage Act (820 ILCS 130/1 et seq.), as amended to date, unless superseded by the Davis-Bacon Act or otherwise stated. Pursuant to the Illinois Prevailing Wage Act, the City has determined prevailing rates for various classifications of workers and the latest determination of these rates is included as part of this Bid. The Respondent shall pay its workers not less than the prevailing rates so determined and comply with the Act's requirements, including, but not limited to, the keeping of accurate records showing the names and occupation of all laborers, workers and mechanics employed on the work if a Contract is signed. The records shall show the actual hourly wages paid to each such person. Should the rates change during the Contract period, the Respondent shall pay its workers not less than the rates in effect.

**8.9.2. Davis-Bacon Act:** To the extent it is applicable, the Respondent shall comply with the federal Davis-Bacon Act rather than the Illinois Prevailing Wage Act referred to above.

**8.10. Affirmative Action:**

**8.10.1. Compliance with City Ordinance:** If the Contract will be over \$25,000 and provides for construction work (which may include labor, material, supplies and/or equipment) or if the Contract will be over \$30,000 and provides for the performance of services or the delivery of goods but not construction work, the Successful Respondent shall comply with the

Discrimination in Employment by Contractors and Respondents Ordinance (Urbana City Code Sec. 2-119 as amended). Pursuant to the Ordinance, the Respondent must submit to the City's Commission on Human Relations the statement provided for in Urbana City Code Section 2-119(b)(1)-(7) on the form provided by the City. Inquiries concerning this requirement may be directed to the City's Human Relations Officer at 400 S. Vine Street, Urbana, IL 61801 or by telephone at 217 384-2466 or by e-mail at [hro@urbanaininois.us](mailto:hro@urbanaininois.us). Further, the Successful Respondent shall comply with the City's Human Rights Ordinance (Urbana City Code Sec. 12-1 *et seq.*).

**8.10.2. Veterans Preference:** If this Bid involves construction, the Successful Respondent shall comply with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*) and the Employment of Illinois Workers on Public Works Act (30 ILCS 570- 0.01 *et seq.*) in the employment and appointment to fill positions in the construction, addition to, or alteration of any public works.

## EXHIBIT E- REQUIRED FORMS



City of Urbana Department of Public Works  
Invitation to Bid #2021-02  
**BID FORM**

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

Authorized Agent Name/Title \_\_\_\_\_

Address \_\_\_\_\_

Phone/Email \_\_\_\_\_

**Bidder must attach to this form:**

**1. A rate sheet to include:**

Year 1- Contract Execution- June 30<sup>th</sup>, 2021

- Straight time rates for Monday- Friday. Include applicable hours
- Overtime rates. Include applicable hours
- Double time/Holiday Rates. Include applicable hours and dates

Year 2- July 1<sup>st</sup>, 2020- June 30<sup>th</sup>, 2022

- Straight time rates for Monday- Friday. Include applicable hours
- Overtime rates. Include applicable hours
- Double time/Holiday Rates. Include applicable hours and dates

Year 3- July 1<sup>st</sup>, 2022- June 30<sup>th</sup>, 2023

- Straight time rates for Monday- Friday. Include applicable hours
- Overtime rates. Include applicable hours
- Double time/Holiday Rates. Include applicable hours and dates

Bidders shall provide the rates as shown above for all divisions of labor specified

**2. Description of markup percentage for parts and materials**

**3. Description of any additional fees and/or surcharges not mentioned above. (i.e. truck/fuel/mileage charges) Additional Documentation may be provided to represent any proposed deviations from these standards and specifications.**

**4. Bidders shall provide the EEO Report Form and Vendor Representations Form**

**Note receipt of addenda here:**

Failure to acknowledge receipt of addenda may disqualify a Respondent's Bid from consideration by the City.

<p style="text-align: center;"><b>CITY OF URBANA HUMAN RELATIONS DIVISION 400 SOUTH VINE ST. URBANA, ILLINOIS 61801 (217) 384-2455 (phone); 328-8288 (fax) hro@urbanaininois.us</b></p>	<b>Office Use Only (09/15)</b>	
	<b>Requested by:</b>	<b>Date:</b>
	<b>Approved by:</b>	<b>Date:</b>
	<b>Certification Date:</b>	
	<b>Certificate Expiration Date:</b>	

**EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.) WORKFORCE STATISTICS FORM**

**Please complete the sections below as instructed. Failure to properly complete this form may result in a delay or denial of eligibility to bid or do business with the City of Urbana.**

**Section I. Identification**

**1. Company Name and Address:**

Name:

d/b/a:

Address:

City/State/Zip:

Telephone Number(s) include area code:

Check one of the following

<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Individual Proprietorship	<input type="checkbox"/> Limited Liability Corp.
--------------------------------------	--------------------------------------	--	--

FEI Number:	Social Security Number:
-------------	-------------------------

**2. Name and Address of the Company's Principal Office *(answer only if not the same as above)***

Name:

Address:

City/State/Zip

**3. Major activity of your company (product or service):**

**4. Project on which your company is bidding:**

**5. City of Urbana contact staff assigned to contract:**



## SECTION II. Policies and Practices

Description of EEO Policies and Practices		YES	NO
A.	Is it the Company's policy to recruit, hire, train, upgrade, promote and discipline persons without regard to race, color, creed, class, national origin, religion, sex, age, marital status, mental and/or physical disability, personal appearance, sexual preference, family responsibilities, matriculation, political affiliation, prior arrest, conviction record, or source of income ?		
B.	Has someone been assigned to develop procedures, which will assure that the EEO policy is implemented and enforced by managerial, administrative, and supervisory personnel? If so, please indicate the name and title of the official charged with this responsibility. Name: _____ Title: _____ Telephone: _____ Email: _____		
C.	Does the company have a written Equal Employment Opportunity plan or statement? Note: If no, a copy of an E.E.O statement is enclosed. <b>You must attach an EEO Statement in order to be considered eligible to do business with the City of Urbana. Questions? (217) 384-2455 or hro@city.urbana.il.us.</b>		
D.	Has the company developed a written policy statement prohibiting Sexual Harassment? <b>You must attach a copy of your company's Sexual Harassment Policy in order to be considered eligible to do business with the City of Urbana.</b>		
E.	Have all recruitment sources been notified that the company will consider all qualified applicants without regard to race, color, creed, class, national origin, religion, sex, age, marital status, mental and/or physical disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest, conviction record, or source of income?		
F.	If advertising is used, does it specify that all qualified applicants will be considered for employment without regard to race, color, creed, class, national origin, religion, sex, age, marital status, mental and/or physical disability, personal appearance, sexual orientation, family responsibilities, matriculation, political affiliation, prior arrest, conviction record, or source of income?		
G.	Has the contractor notified all of its sub-contractors of their obligations to comply with the Equal Opportunity requirements either in writing, by inclusion in subcontracts or purchase orders?		
H.	Is the company a state certified minority/women owned business? If yes, please attach a copy of state certification.		
I.	Does the company have collective bargaining agreements with labor organizations?		
J.	If you answered yes to Question "I", have the labor organizations been notified of the company's responsibility to comply with the Equal Employment Opportunity requirements in all contracts with the City of Urbana?		
K.	Does your company perform construction, rehabilitation, alteration, conversion, demolition or repair of buildings, highways or other improvements to real property? <b>(If yes, please complete Table B.)</b>		
L.	Are you currently seeking to renew an existing or expired Urbana EEO certification? <b>(If yes, you need to complete Table C.)</b>		

## SECTION III. Employment Information

**IMPORTANT:** Please complete the company workforce analysis on the bottom of this page. Use the number of employees as of the most recent payroll period. **You must complete this form in its entirety, as instructed and submit your organization's (1) EEO Statement and (2) Sexual Harassment Policy in order to be eligible to do business with the City of Urbana. For detailed descriptions of the Job Classifications see attached descriptions. If minorities and females are currently under-represented in your workforce, please attach a copy of an explanation of your plan to recruit and hire qualified minorities and females.**

**TABLE A - TOTAL CONTRACTOR/VENDOR WORKFORCE**

Job Categories	Overall Totals		White (Not of Hispanic Origin)		Black or African-American (Not of Hispanic Origin)		Hispanic or Latino		Asian or Pacific Islander		American Indian or Alaskan Native	
	M	F	M	F	M	F	M	F	M	F	M	F
Officials & Mgrs												
Professionals												
Technicians												
Sales Workers												
Office & Clerical												
Craft Workers (Skilled)												
Operatives (Semi-Skilled)												
Laborers (Unskilled)												
Service Workers												
<b>TOTAL</b>												
M = MALE, Column B is sum of Rows D, F, H, J and L. F = FEMALE, Column C is sum of Rows E, G, I, K and M.												
<b>Date of above Data:</b> _____												



## SECTION IV. Certification

By signing below, the company certifies that it has answered all of the foregoing questions truthfully to the best of its knowledge and belief and agrees that it/he/she will comply and abide by the City of Urbana's Code of Ordinances (Section 2-119).

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
E-mail Address

\_\_\_\_\_  
Date

## SECTION V. Verification

**Prior to submitting this form, please check the answers to the following questions to verify your completion of this form:**

1. **Did you fill in all of the appropriate boxes in the table in Section III, including the "TOTAL" row?**

YES \_\_\_\_\_

NO \_\_\_\_\_

2. **Have you enclosed your company's EEO statement?**

YES \_\_\_\_\_

NO \_\_\_\_\_

3. **Have you enclosed your company's Sexual Harassment policy?**

YES \_\_\_\_\_

NO \_\_\_\_\_

# DEFINITIONS OF TERMS LISTED ON THE WORKFORCE STATISTICS FORM

(See previous Page)

## DESCRIPTION OF RACE/ETHNIC CATEGORIES

Race /ethnic designations as used by the Department do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than *one* race/ethnic group. The race/ethnic categories for this report are:

**White (Not of Hispanic origin).** All persons having origins in any of the original peoples of Europe, North Africa or the Middle East.

**Black of African-American (Not of Hispanic origin).** All persons having origins in any of the Black racial groups of Africa.

**Hispanic or Latino.** All persons of Mexican, Puerto Rican, Cuban, Central of South American, or other Spanish culture or origin, regardless of race.

**Asian or Pacific Islander.** All persons having origins any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands and Samoa.

**American Indian or Alaskan Native.** All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

## DESCRIPTION OF JOB CATEGORIES

Each employee should be counted in only one job category. Select the category containing the jobs most similar to that performed by the employee. The jobs listed in each category are intended to provide an example, not a complete list, of all job titles falling into that category.

**Officials and managers.** Occupations requiring administrative and managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of firm's operations. Includes: officials, executives, middle management, plant managers, department managers, and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, railroad conductors and yard masters, ship captains, mates and other officers farm operators and managers, and kindred workers.

**Professionals.** Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, layers, librarians, mathematicians, natural scientist, registered professional nurses, personnel and labor relations specialist, physical scientist, physicians, social scientist, teachers, surveyors and kindred workers.

**Technicians.** Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through 2 years of post high school education, such as is offered in many technical institutes and union colleges, or through equivalent on-the-job training. Include: computer programmers, drafters, engineering aides, junior engineers, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, technical illustrators, technicians (medical, dental, electronic, physical science), and kindred workers.

**Sales.** Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and sales workers, insurance agents and brokers, real estate agents, and brokers, stock and bond sales workers, demonstrators, sales workers and sales clerks, grocery clerks, and cashiers/checkers, and kindred workers.

**Office and clerical.** Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly non manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, collectors (bills and accounts), messengers and office helpers, office machine operators (including computer), shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, legal assistants, and kindred workers.

**Craft workers (skilled).** Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades, hourly paid supervisors and lead operators who are not members of occupations, compositors and typesetters, electricians, engravers, painters (construction and maintenance), motion picture projectionists, pattern and model makers, stationary hand painters, coaters, bakers, decorating occupations, and kindred workers.

**Operatives (semiskilled).** Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. Includes: apprentices (auto service and stitchers, dryers, furnace workers, heaters, laundry and dry cleaning operatives, milliners, mine operatives and laborers, motor operators, oilers and greasers (except auto), painters (manufactured articles), photographic process workers, truck and tractor drivers, knitting, looping, taping and weaving machine operators, welders and flame cutters, electrical and electronic equipment assemblers, butchers and meatcutters, inspectors, testers and graders, handpackers and packagers, and kindred workers.

**Laborers (unskilled).** Workers in manual occupations which generally require no special training who perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, groundskeepers and gardeners, farmworkers, stevedores, wood choppers, laborers performing lifting, digging, mixing, loading and pulling operation and kindred workers.

**Service workers.** Workers in both protective and nonprotective service occupations. Includes: Attendants (hospital and other institutions, professional and personal service, including nurses aides, and orderlies), barbers, charworkers and cleaners, cooks, counter and fountain workers, elevator operators, firefighters and fire protection, guards, doorkeepers, stewards, janitors, police officers and detectives, porters, waiters and waitresses, amusement and recreation facilities attendants, guides, ushers, public transportation attendants, and kindred workers.



## VENDOR REPRESENTATIONS AND ADDITIONAL DUTIES

The Vendor agrees that following representations and additional duties are a material part of the contract. The undersigned, having been duly sworn under oath, certifies and agrees as follows:

1. None of the Vendor or its partners, officers, owners, employees, or agents have been barred from contracting with a unit of State or local government in the past five years as a result of a conviction for bid rigging, in violation of 720 ILCS 5/33E-3 or any similar offense of any state or the United States which contains the same elements as this offense. 720 ILCS 5/33E-11.
2. None of the Vendor or its partners, officers, owners, employees, or agents have ever been barred from contracting with a unit of State or local government as a result of a conviction for bid rotating, in violation of 720 ILCS 5/33E-4 or any similar offense of any state or the United States which contains the same elements as this offense. 720 ILCS 5/33E-11.
3. If the Vendor holds any elected or appointed office under the laws or Constitution of this State, the Vendor is in compliance with the Public Officer Prohibited Activities Act. 50 ILCS 105/3.
4. The Vendor is not a municipal officer with a prohibited financial interest in this contract, directly in the officer's own name or indirectly in the name of any other person, association, trust, or corporation, in accordance with 65 ILCS 5/3.1-55-10.
5. *Please initial one statement, in accordance with 65 ILCS 5/11-42.1-1:*
  - A. \_\_\_\_\_ The Vendor is not delinquent in the payment of any tax administered by the Department of Revenue unless the Vendor is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax.
  - B. \_\_\_\_\_ The Vendor has entered into an agreement with the Department of Revenue for the payment of all such taxes that are due and is in compliance with the agreement.
6. If the Vendor employs commercial motor vehicle operators, the Vendor is in compliance with the Federal Highway Administration rules for controlled substances and alcohol use and testing. 49 CFR Parts 40 and 382.
7. During the term of this contract, the Vendor shall comply with (a) Urbana City Code Section 2-119, which prohibits employment discrimination by contractors and vendors with the City; (B) the Equal Employment Opportunity provisions of Ill. Admin. Code tit. 44, § 750; and (C) Article 2 of the Illinois Human Rights Act, 775 ILCS 5/2-101 *et seq.*, including without limitation the requirement that the Vendor have a written sexual harassment policy in conformance with 775 ILCS 5/2-105.
8. If this contract involves the construction, reconstruction, alteration, repair, improvement, or maintenance of public works, the Vendor has filed with the City and made available to the general public a copy of the Vendor's written substance abuse prevention program, which meets or exceeds the requirements of 820 ILCS 265/15.



**VENDOR REPRESENTATIONS AND ADDITIONAL DUTIES**

9. If this contract involves the construction, reconstruction, alteration, repair, improvement, or maintenance of public works, the Vendor shall use United States produced steel products, in compliance with 30 ILCS 565/4.

10. If this contract involves the construction, addition to, or alteration of public works, the Vendor shall employ laborers in compliance with the Veterans Preference Act (330 ILCS 55/0.01 *et seq.*) and the Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 *et seq.*).

11. The Vendor shall comply with all applicable provisions of the Prevailing Wage Act, which requires the payment of the prevailing rate of wage to all laborers, workers, and mechanics employed by or on behalf of a public body in the construction, demolition, maintenance, or repair of public works. 820 ILCS 130/0.01 *et seq.* The prevailing wage rates are established and revised by the Department of Labor and are available at [www.state.il.us/agency/idol/rates/rates.htm](http://www.state.il.us/agency/idol/rates/rates.htm).

12. The Vendor shall obtain from all subcontractors to be used in the performance of this contract a sworn statement agreeing to the representations and additional duties contained on this document. The Vendor shall maintain the sworn statements on file for the duration of this contract and shall promptly provide them to the City upon request. If a subcontractor is or becomes ineligible for a contract with the City, the Vendor promptly shall terminate its subcontract upon the City's request. The Vendor shall include adequate provisions in all subcontracts to allow it to terminate such subcontracts as required herein.

The representations contained on this document are true, complete, and correct in all respects. The representations contained herein are continuing. If any such representation is no longer true or correct, the Vendor promptly shall notify the City in writing.

Vendor:

By: \_\_\_\_\_

Printed name:

Title:

Date:

State of

County of

Signed and sworn (or affirmed) to before me on \_\_\_\_\_ (date)

by \_\_\_\_\_ (name of person making statement).

(seal)

\_\_\_\_\_  
Signature of notary public

## LIST OF SUBCONTRACTORS

**Mark one of the boxes below:**

- Proposer does not propose to subcontract the work.
  
- Proposer intends to subcontract certain portions of the work to the individuals/firms listed below:

NAME:	TYPE OF WORK:
ADDRESS	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS	
	LICENSE #:
PHONE:	

NAME:	TYPE OF WORK:
ADDRESS	
	LICENSE #:
PHONE:	

**Name of Individual/Firm Submitting Proposal:**

**Signature of Proposer:**

**THIS FORM MUST BE COMPLETED BY THE CONTRACTOR AND INCLUDED IN THE PROPOSAL.**



## EXHIBIT F- FACILITY AND EQUIPMENT LISTING

The following facility and equipment listing is intended for reference purposes only and may not be indicative of all items to be covered in the scope of work.

<b>Equipment Type</b>	<b>Facility</b>	<b>Installed Date</b>
Air Cooled Condensing Unit	212 West Green (Rental)	2018
Domestic Hot Water	212 West Green (Rental)	2018
Furnace AC Handler	212 West Green (Rental)	2018
Air Cooled Condensing Unit 1	Fire Station #2	10/19/2017
Air Cooled Condensing Unit 2	Fire Station #2	10/19/2017
Domestic Hot Water	Fire Station #2	10/19/2017
Furnace AC 2	Fire Station #2	10/19/2017
Furnace AC 1	Fire Station #2	10/19/2017
Unit Heater 4	Fire Station #2	1/1/2007
Unit Heater 5	Fire Station #2	1/1/2004
Unit Heater 6	Fire Station #2	1/1/2004
Air Cooled Condensing Unit 3	Fire Station #3	2/1/2008
Air Cooled Condensing Unit 4	Fire Station #3	2/1/2008
Domestic Hot Water 4	Fire Station #3	1/1/2011
Exhaust Fan 6	Fire Station #3	2/1/2008
Furnace AC 3	Fire Station #3	2/1/2008
Furnace AC 4	Fire Station #3	2/1/2008
Unit Heater 1	Fire Station #3	1/1/2009
Unit Heater 2	Fire Station #3	
Convection Heater	Landfill Pump House	1/1/2005
Pump	Landfill Pump House	1/1/2005
Domestic Hot Water	Landscape Recycling Center Shop	
Furnace 1	Landscape Recycling Center Shop	4/7/2014
Unit Heater 4	Landscape Recycling Center Shop	
Unit Heater 5	Landscape Recycling Center Shop	
Window AC 5	Landscape Recycling Center Shop	
Window AC 6	Landscape Recycling Center Shop	
In Wall Heat and AC	Landscape Recycling Center Ticket Booth	3/4/2014
Air Cooled Condensing Unit for AHU3	Urbana City Building	1/31/2014
Air Handler 1	Urbana City Building	1/1/1999
Air Handler 2	Urbana City Building	1/1/1999
Air Handler 3	Urbana City Building	1/1/2001
Boiler 1	Urbana City Building	1/1/1999
Boiler 2	Urbana City Building	1/1/1999

Boiler 3	Urbana City Building	1/1/1999
Boiler 4	Urbana City Building	1/1/1999
Boiler 5	Urbana City Building	1/1/2012
Building Automation System	Urbana City Building	1/1/1999
Chilled Water Supply	Urbana City Building	11/1/2016
Circ Pump Community Dev.	Urbana City Building	1/1/2011
Circ Pump Police, Acct, Lobby	Urbana City Building	1/1/1999
Circ Pump Station 1 Bay	Urbana City Building	1/1/2006
Circ Pump Main Return	Urbana City Building	1/1/2010
Foyer Convection Heat	Urbana City Building	1/1/1999
Foyer Convection Heat	Urbana City Building	1/1/1999
Foyer Convection Heat	Urbana City Building	1/1/1999
Foyer Convection Heat	Urbana City Building	1/1/1999
Domestic Hot Water	Urbana City Building	1/1/1999
North Indoor Server Ductless Split Unit	Urbana City Building	10/10/2014
North Outdoor Server Ductless Split Unit	Urbana City Building	10/10/2014
South Indoor Server Ductless Split Unit	Urbana City Building	10/10/2014
South Outdoor Server Ductless Split Unit	Urbana City Building	10/10/2014
Indoor UPTV Ductless Split Unit	Urbana City Building	3/11/2015
Outdoor UPTV Ductless Split Unit	Urbana City Building	3/11/2015
Exhaust Fan	Urbana City Building	1/1/1999
Exhaust Fan	Urbana City Building	1/1/1999
Exhaust Fan	Urbana City Building	1/1/1999
Exhaust Fan	Urbana City Building	1/1/1999
Exhaust Fan	Urbana City Building	1/1/1999
Exhaust Fan	Urbana City Building	1/1/1999
Exhaust Fan	Urbana City Building	1/1/1999
Fan Coil Stairwell Unit	Urbana City Building	1/1/1999
Fan Coil Stairwell Unit	Urbana City Building	1/1/1999
Station 1 Bay Fan Forced Heater	Urbana City Building	1/1/1960
Station 1 Bay Fan Forced Heater	Urbana City Building	1/1/1960
Station 1 Bay Fan Forced Heater	Urbana City Building	1/1/1960
Station 1 Bay Fan Forced Heater	Urbana City Building	1/1/1960
Station 1 Bay Fan Forced Heater	Urbana City Building	1/1/1960
Supply Fan Control AHU1	Urbana City Building	1/1/2007
Return Fan Control AHU1	Urbana City Building	1/1/2018
Supply Fan Control AHU2	Urbana City Building	1/1/2007
Return Fan Control AHU2	Urbana City Building	1/1/2007
Supply Fan Control AHU3	Urbana City Building	1/1/2001
Chilled Water Pump	Urbana City Building	1/1/2012

Return Fan Motor AHU1	Urbana City Building	
Return Fan Motor AHU2	Urbana City Building	1/1/1999
Sprinkler Total System	Urbana City Building	1/1/1999
Supply Fan Motor AHU1	Urbana City Building	1/1/2007
Supply Fan Motor AHU2	Urbana City Building	1/1/1999
Supply Fan Motor AHU3	Urbana City Building	1/1/2001
Domestic Hot Water	Urbana Civic Center	
Exhaust Fan 1	Urbana Civic Center	
Baseboard Heat	Urbana Parking Deck	
Domestic Hot Water	Urbana Parking Deck	
Electric Unit Heater	Urbana Parking Deck	
Electric Unit Heater	Urbana Parking Deck	
Electric Unit Heater	Urbana Parking Deck	
Electric Unit Heater	Urbana Parking Deck	
Electric Unit Heater	Urbana Parking Deck	
Electric Unit Heater	Urbana Parking Deck	
Window AC	Urbana Parking Deck	
In Wall Heat and AC	Urbana Police Firing Range	1/1/2002
Air Cooled Condensing Unit 4	Urbana Public Works	1/1/1993
Air Cooled Condensing Unit 2	Urbana Public Works	1/1/2014
Domestic Hot Water 1	Urbana Public Works	
Domestic Hot Water 5	Urbana Public Works	
Domestic Hot Water 11	Urbana Public Works	
Exhaust Fan 21	Urbana Public Works	
Exhaust Fan 22	Urbana Public Works	
Exhaust Fan 24	Urbana Public Works	
Exhaust Fan 25	Urbana Public Works	
Exhaust Fan 30	Urbana Public Works	
Fan Forced Heater 17	Urbana Public Works	1/1/1993
Fan Forced Heater 18	Urbana Public Works	
Fan Forced Heater 19	Urbana Public Works	1/1/1993
Fan Forced Heater 31	Urbana Public Works	
Furnace AC 2	Urbana Public Works	1/1/2014
Furnace AC 4	Urbana Public Works	1/1/1993
Unit Heater 6	Urbana Public Works	1/1/2009
Unit Heater 7	Urbana Public Works	1/1/2009
Unit Heater 8	Urbana Public Works	1/1/2006
Unit Heater 9	Urbana Public Works	1/1/1984
Unit Heater 10	Urbana Public Works	1/1/2006
Unit Heater 13	Urbana Public Works	1/1/1984
Unit Heater 14	Urbana Public Works	
Unit Heater 15	Urbana Public Works	

Unit Heater 16	Urbana Public Works	
Window AC 12	Urbana Public Works	
Radiant Heating	Urbana Public Works /Paint Shed	
Air Cooled Condensing Unit 1	Urbana Storage Facility	1/1/1998
Air Cooled Condensing Unit 2	Urbana Storage Facility	1/1/1998
Domestic Hot Water	Urbana Storage Facility	
Furnace AC 1	Urbana Storage Facility	1/1/1988
Furnace AC 2	Urbana Storage Facility	
Unit Heater 4	Urbana Storage Facility	
Unit Heater 5	Urbana Storage Facility	
Unit Heater 6	Urbana Storage Facility	
Unit Heater 7	Urbana Storage Facility	
Unit Heater 8	Urbana Storage Facility	
Unit Heater 9	Urbana Storage Facility	
Unit Heater 3	Urbana Storage Facility	
Unit Heater 10	Urbana Storage Facility	1/1/2007