



# JOLIET JUNIOR COLLEGE

---

1901

(Business & Auxiliary Services)  
1215 Houbolt Road  
Joliet, Illinois 60431-8938

## **INSTRUCTIONS TO BIDDERS**

Sealed proposals are invited for **AUTO SHOP AND LABS FLOORING REPLACEMENT** pursuant to specifications.

### **PROPOSALS:**

Proposals will be received and publicly read aloud by the Joliet Junior College District #525, Joliet, Will County, Illinois, at the date and time hereinafter designated.

**PLACE:** [Click here to join the virtual bid opening online through Microsoft Teams.](#)

**DATE:** **OCTOBER 22, 2020**

**FAXES ARE NOT ACCEPTABLE**

**TIME:** **10:00 AM**

Proposals received after this time will not be accepted.

Proposals must be submitted through the ESM Solutions electronic sourcing site. Please note that all vendors will have to complete an on-line registration process prior to submitting your proposal. A step-by-step supplier registration guide is posted to the college's website for your reference. General supplier guides are also available on the ESM website. If you have any questions during the registration process, contact ESM Solutions Customer Support (877) 969-7246 Option 3.

### **Registration Link:**

<https://supplier.esmsolutions.com/registration#/registration/contactInformation/>

### **General Supplier Guide (ESM Documents):**

<https://support.esmsolutions.com/hc/en-us/sections/115000917048-Supplier-Guides>

### **Supplier Registration Guide (JJC Document):**

<https://www.jjc.edu/sites/default/files/Purchasing/FY2019/Supplier%20Registration%20Screenshots%20Final.pdf>

**BID:** **AUTO SHOP AND LABS FLOORING REPLACEMENT**

### **PRE-BID MEETING:**

A pre-bid meeting will be held virtually through Microsoft Teams on **OCTOBER 16, 2020 at 9:00 AM**. [Click here to join the pre-bid meeting at the designated day and time.](#)

**DELIVERY:**

All prices must be quoted F.O.B., Joliet Junior College, 1215 Houbolt Road, Joliet, IL 60431 unless otherwise noted.

**TAX EXEMPTION:**

Joliet Junior College District #525 is exempt from Federal, State, and Municipal taxes.

**SIGNATURE ON BIDS:**

Joliet Junior College District #525 requires the signature on bid documents to be that of an authorized representative of said company.

Each bidder, by making his bid, represents that he has read and understands the bidding documents and that these instructions to bidders are a part of the specifications.

**BIDDING PROCEDURES:**

1. No bid shall be modified, withdrawn, or cancelled for sixty (60) days after the bid opening date without the consent of the College Board of Trustees.
2. Changes or corrections may be made in the bid documents after they have been issued and before bids are received. In such case, a written addendum describing the change or correction will be issued by the College to all bidders of record. Such addendum shall take precedence over that portion of the documents concerned, and shall become part of the bid documents. Except in unusual cases, addendum will be issued to reach the bidders at least five (5) days prior to date established for receipt of bids.
3. Each bidder shall carefully examine all bid documents and all addenda thereto, and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, not later than ten (10) days prior to bid due date, notify the College who will, if necessary, send written addendum to all bidders. The college will not be responsible for any oral instructions. All inquiries shall be directed to the Director of Business & Auxiliary Services. After bids are received, no allowance will be made for oversight by bidder.

**SUBSTITUTIONS:**

1. Each bidder represents that his bid is based upon the materials and equipment described in the bidding documents.
2. Any dealer bidding an equal product must specify brand name, model number, and supply specifications of product. The Board shall be the sole judge of whether an article shall be deemed to be equal.
3. A bidder's failure to meet the minimum specifications as listed may result in disqualification of his bid.

**REJECTION OF BIDS:**

The bidder acknowledges the right of the College Board to reject any or all proposals and to waive informality or irregularity in any proposal received and to award each item to different bidders or all items to a single bidder. In addition, the bidder recognizes the right of the College Board to reject a

proposal if the proposal is in any way incomplete or irregular. The College Board may also award, at its discretion, only certain items quoted on. The College Board also reserves the right to reject the proposal of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature or a bid of a Bidder when investigation shows that Bidder is not in a position to perform the contract.

#### **BUSINESS ENTERPRISE PROGRAM (BEP):**

##### **MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN:**

Joliet Junior College will make every effort to use local business firms and contract with small, minority-owned, and/or women-owned businesses in the procurement process. This solicitation contains a goal to include businesses owned and controlled by minorities, females, and persons with disabilities in the College's procurement and contracting processes in accordance with the State of Illinois' Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575).

Because these goals vary by business ownership status and category of procurement, we urge interested businesses to visit the Department of Central Management Services (CMS), [Business Enterprise Program \(BEP\)](https://www2.illinois.gov/cms/business/sell2/bep/Pages/Vendor_Registration.aspx) web site to obtain additional details. To qualify, prime vendors or subcontractors must be certified by the CMS as BEP vendors prior to contract award. Go to [https://www2.illinois.gov/cms/business/sell2/bep/Pages/Vendor\\_Registration.aspx](https://www2.illinois.gov/cms/business/sell2/bep/Pages/Vendor_Registration.aspx) for complete requirements for BEP certification.

For all construction related projects, vendors must submit a [utilization plan](#) and/or [letter of intent](#) that meets or exceeds the identified goal. If a vendor cannot meet the goal, documentation and explanation of good faith efforts to meet the specified goal is required within the utilization plan. Visit: for instructions on completing the form.

#### **ACKNOWLEDGEMENT OF ADDENDA:**

Signature of company official on original document shall be construed as acknowledgement of receipt of any and all addenda pertaining to this specific proposal. Identification by number of addenda and date issued should be noted on all proposals submitted.

#### **FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA ON PROPOSAL SUBMITTED MAY RESULT IN DISQUALIFICATION OF PROPOSAL.**

**Bidders who obtain a copy of the bid from our web site are responsible for checking back on the site for any addenda issued.**

#### **CLERICAL ERRORS:**

If applicable, all errors in price extensions will be corrected by Joliet Junior College and totals for award determination corrected accordingly, unless the bidder specifies that no change be made in the total submitted. In this case, all incorrect price extensions will be noted at "lot", and award determination made on the basis of total price submitted.

#### **SAMPLES:**

Bidder may be required to furnish samples upon request and without charge to the College.

#### **BID SECURITY:**

A certified check or bank draft or bid bond, made payable to Joliet Junior College District #525, Will County, Illinois, **MUST** be submitted with the bid in the amount of **ten (10) percent of your total bid**. The bid security will be forfeited by the successful bidder in the event of the bidders failure to enter into a contract. Checks or drafts of unsuccessful bidders will be returned as soon as practicable after opening and checking the bids.

## **PAYMENTS:**

### Certified Payroll

1. With each pay application, contractors shall submit certified payroll in a format acceptable to Junior College District #525.

### Partial Lien Waivers

1. The contractors' partial lien waiver, for the full amount of the payment, shall accompany the first payment application. Each subsequent payment application shall be accompanied by the contractor's partial waiver, and by partial waivers from all subcontractors and suppliers who were included in the immediately preceding payment application, to the extent of that payment.
2. Lien waivers from the Contractor and all subcontractors and suppliers shall accompany the first payment application when the amount of payment exceeds 50 percent of the total contract sum.

Final Lien Waivers: The contractor's request for final payment shall include:

1. The contractor's final lien waiver in the full amount of the contract.
2. Final lien waivers in the full amount of their contracts from all subcontractors and suppliers for which final lien waivers have not previously been submitted.

## **INSURANCE:**

The successful bidder will be required to furnish a certificate of insurance in the following amounts:

The insurance coverage required here-in-under shall be the minimum amounts maintained by the Contractor and Subcontractors until all Work is completed and accepted by the Owner.

The Contractor will purchase and maintain "all risks" Builder's Risk property insurance, where applicable, subject only to such exclusions as have been specifically approved by the Owner in writing.

### A. Workers Compensation

1. State: Statutory
2. Applicable Federal: Statutory
3. Employer's Liability:
  - a. \$1,000,000 per Accident
  - b. \$1,000,000 Occupational Disease

### B. Commercial Comprehensive Liability

1. Each Occurrence: \$1,000,000
2. Products/Completed Operations Aggregate: \$2,000,000
3. Personal/Advertising Injury: \$1,000,000
4. General Aggregate: \$2,000,000

5. Policy shall include: \$2,000,000
  - a. Premises: Operations
  - b. Independent Contractors Liability
  - c. Products and Completed Operations: Maintained for minimum of one year after date of final Certificate for Payment, in full amount of the limits specified above.
  - d. Contractual Liability
  - e. Coverage for explosion (x), collapse (c), and underground (u).
6. The Commercial Comprehensive Liability policy shall include a contractual liability endorsement insuring the indemnity required by the contract. The indemnities shall be named as additional insured on the Contractor's Commercial Comprehensive Liability policy using Form CG 20 10 or its equivalent and shall name Joliet Junior College, its Board of Trustees, officers, employees and agents as additional named insured's at a minimum. The Contractor hereby agrees to effectuate the naming of such additional insured's as unrestricted additional insured's on the Contractor's policy. The additional insured endorsement shall provide the following:
  - a. That the coverage afforded the additional insurance will be primary/non-contributory insurance for the additional insurance with respect to claims arising out of operations performed by or on behalf of the Contractor.
  - b. That the policy shall contain a thirty (30) day notice of cancellation prior to the effective date thereof.
  - c. That the additional insureds have other insurance which is applicable to the loss, such other insurance will be on an excess or contingent basis.
  - d. That the amount of the company's liability under the insurance policy will not be reduced by the existence of such other insurance.
  - e. That the additional insureds will not be given less than thirty (30) days prior written notice of any cancellation thereof.
  - f. That the Contractor agrees to indemnify the College for any applicable deductibles.
  - g. That the insurance policy from an A.M. Best rated "secured" Illinois State licensed insurer.
  - h. The Contractor shall provide the College with a copy of its insurance policy or in the alternative and subject to the College's agreement, an excerpt of a page from the actual policy evidencing the additional insureds as provided for herein.
  - i. Contactor acknowledges that failure to obtain such insurance on behalf of the College constitutes a material breach of the contract and subjects Contractor to liability for damages, indemnification and all other legal remedies available to College. The Contractor is to provide the College at all times with a certificate of insurance, evidencing the above requirements have been met. The failure of the College to object to the contents of the certificate or the absence of it shall not be deemed a waiver of any and all rights held by the College.
  - j. That enclosed is a copy of the endorsement providing additional insured's status and that the Contractor will furnish a Certificate of insurance evidencing the foregoing provisions.
  - k. Please include clause below in the policy:  
It is agreed that Joliet Junior College, its Board of Trustees, officers, employees, agents and (Architect/Engineer Name) are additional insureds on the policy.

C. Business Auto Liability (including owned, non-owned and hired vehicles).

1. Bodily injury
  - a. \$1,000,000 per person
  - b. \$2,000,000 per accident
2. Property damage: \$1,000,000      OR
3. Combined Single limit: \$1,000,000

D. Umbrella

1. Umbrella Excess Liability: \$4,000,000
2. If the Contractor's Workers Compensation, Commercial General Liability and Business Auto policies do not have these minimum limits, an Umbrella policy written by an insurance company acceptable to the Owner may be used to meet the minimum limits required.
3. Follow-form or Primary/Non-Contributory (PNC) status and Waiver of Subrogation (WOS) for Joliet Junior College

All such policies of insurance shall be written by companies approved by the College and Certificates of Insurance shall be furnished to the College. The College shall be listed as an additional named insured under such policies. Each policy shall require at least 30 days' notice to the College in the event of cancellation. The contractor agrees to indemnify, defend, and hold harmless the College from and against all suits or claims, which may be based upon any injury to or death of any person or persons or damage to property, which may occur or which may be alleged to have occurred in the course of the performance of this Agreement by the Contractor, whether such sum claim shall be made by an employee of the Contractor, by a third person or their representatives, or whether or not it shall be claimed that the said injury, death, or damage or cause through a negligence act or omission of the Contractor; and the all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the College in any such action or actions, the Contractor, at its own expense, shall satisfy and discharge the same.

**PERFORMANCE BONDS:**

The successful bidder on this proposal must furnish a performance bond and a labor and material payment bond made out to Junior College District #525, prepared on an approved form, as security for the faithful performance of their contract, within ten (10) days of their notification that their bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Illinois and have an A-XIV best rating. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The performance bond is an amount equal to one hundred and ten percent (110%) of the contract sum. Such bonds shall be in force from the date of signing of the contract until one year after issuing of final certificate of payment. The cost of the bonds shall be included in the bidder's proposal.

**LAWS AND ORDINANCES:**

In execution of the work, the Contractor shall comply with applicable state and local laws, ordinances and regulation, the rules and regulations of the Board of Fire Underwriters, and OSHA standards.

**SEX OFFENDER REGISTRATION REQUIREMENT NOTIFICATION:**

Illinois Compiled Statutes (730 ILCS 150/2) requires that any person who is required by law to register as a sex offender and who is either a student or an employee at an institution of higher education, must also register with the police department of the institution they are employed by or attending. For purposes of this act, a student or employee is defined as anyone working at or attending the institution for a period of five (5) days or an aggregate period of more than thirty (30) days during a calendar year. This includes persons operating as or employed by an outside contractor at the institution. Anyone meeting the above requirements is required to register at the Campus Police Department located in G1013, within five (5) days of enrolling or becoming employed. Persons failing to register are subject to criminal prosecution.

#### **DAMAGE AND NEGLIGENCE:**

The Contractor agrees to indemnify and save harmless the College and employees from and against all loss, including costs and attorney's fees, by reasons or liability imposed by law upon the College for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property including loss of use thereof as provided in the General Conditions and Supplementary Conditions.

College shall not be responsible for damages, delays, or failure to perform on its part resulting from acts or occurrences of force majeure. "Force majeure" means any (a) act of God, landslide, lightning, earthquake, hurricane, tornado, blizzard, floods and other adverse and inclement weather conditions; (b) fire, explosion, flood, acts of a public enemy, war, blockade, insurrection, riot or civil disturbance; (c) labor dispute, strike, work slow down, picketing, primary boycotts, secondary boycotts or boycotts of any kind and nature, or work stoppages; (d) any law, order, regulation ordinance, or requirement of any government or legal body or any representative of any such government or legal body; (e) inability to secure necessary materials, equipment, parts or other components of the project as a result of transportation difficulties, fuel or energy shortages, or acts or omission of any common carriers; or (f) any other similar cause or similar event beyond the reasonable control of College.

#### **INVESTIGATION OF BIDDERS:**

The College will make any necessary investigation to determine the ability of the bidder to fulfill the proposal requirements. Joliet Junior College reserves the right to reject any proposal if it is determined that the bidder is not properly qualified to carry out the obligation of the contract.

#### **DISCLOSURE:**

Vendor shall note any and all relationships that might be a conflict of interest and include such information with the bid.

#### **APPRENTICESHIP AND TRAINING PROGRAMS:**

The bidder and all bidder's subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor Bureau of Apprenticeship and Training. The apprenticeship and training programs(s) must be in the same trade in which the firm shall be performing work on behalf of the College under the Contract. This provision shall not apply to federally funded construction projects if, in the opinion of College, such application would jeopardize the receipt or use of federal funds in support of such project.

**A STATEMENT TO THE ABOVE EFFECT HAS BEEN ADDED TO THE BID FORM. BIDDERS MUST BE A MEMBER OF AN APPROVED APPRENTICESHIP PROGRAM PRIOR TO BID OPENING ON THE PROJECT. FAILURE TO LIST REQUIRED**

**INFORMATION MAY RESULT IN DISQUALIFICATION OF BID”.****SUBCONTRACTORS:**

Bidders must state on the proposal form all subcontractors he intends to use for this project. Failure to do so may be cause for rejection of bid.

**PREVAILING WAGE RATE:**

The successful bidder must pay not less than the prevailing hourly wage rate determined by the Illinois Department of Labor for the county where the contract is executed and the craft or type of worker needed to execute the contract. See the prevailing wage scale attached.

If, during the course of work under this contract, the Department of Labor revises the prevailing rate hourly wages to be paid under this contract for any trade or occupation, Owner, will notify Contractor and each Subcontractor of the changes in the prevailing rate of hourly wages. Contractor shall have the sole responsibility and duty to ensure that the revised prevailing rate of hourly wages is paid by contractor and all Subcontractors to each worker to whom a revised rate is applicable. Revisions to the prevailing wage as set forth above shall not result in an increase in the Contract Sum.

In compliance with the Office of the Attorney General the following is also required of all bidders:

**Payment of Prevailing Wage:**

- The Act requires that all laborers, workers and mechanics employed by or on behalf of a public body in the construction of public works be paid the general prevailing rate of hourly wages (including allotments for training and approved apprenticeship programs, health and welfare, insurance, vacation and pension benefits) for work of a similar character in the locality in which the work is performed. See 820 ILCS 103/3. The Act contains all relevant definitions, including those for the terms “public body”, “public works” and “general prevailing rate of hourly wages”, which will assist you in the understanding its requirements and your responsibilities. See 820 ILCS 130/2.
- The Illinois Department of Labor publishes the current prevailing wage rate. See <http://www.state.il.us/agency/idol/rates/rates.htm>. The rate is revised regularly and such revision takes effect immediately.

**Specifications and Contractual Language:**

- Public bodies must insert a provision or stipulation requiring the payment of the prevailing wage rate into every public works resolution or ordinance, call for bids, project specification and contract. See 820 ILCS 130/4(a).
- Contractors and subcontractors must insert a provision or stipulation regarding the payment of the prevailing wage rate into every public works project and bid specification, subcontract, and contractor’s bond. See 820 ILCS 130/4(b), (c).
- Contractors or construction managers who have been awarded public works contracts must post the relevant prevailing wage rate(s) at a location on the project site that is easily accessible by workers. See 820 ILCS 130/4(f).

**Record-Keeping Responsibilities:**

- All contractors and subcontractors must create and keep for at least three years, records of all laborers, mechanics, and other workers employed by them on a public works project. See 820 ILCS 130/5(a) (1).
- These records must include each worker’s name, address, telephone number (if available), social security number, classification(s), hourly wages paid in each pay period, number of

hours worked each day, and the starting and ending times of each work day. Each contractor and subcontractor is required to make these records available for inspection by the public body's agents or Illinois Department of Labor officials at a reasonable time and place upon seven business days notice. See 820 ILCS 130/5(a) (1), (b).

#### Certified Payroll Records:

- A contractor or subcontractor participating in a public works project must also submit a Certified Payroll the public body every month. This Certified Payroll must consist of a complete copy of the records required to be kept under Section 5(a)(1) of the Act, discussed above (with the exception of daily work starting and ending times). See 820 ILCS 130/5(a)(2).
- The monthly Certified Payroll shall also include a statement signed by the contractor or subcontractor submitting that: (1) the records are true and accurate; (2) the hourly rate paid to each worker is not less than the general prevailing wage rate required; and (3) the contractor or subcontractor is aware that filing a Certified Payroll that he or she knows to be false is a class B misdemeanor. See 820 ILCS 130/5(a)(2).
- The Act requires that a public body shall keep all Certified Payrolls submitted pursuant to the Act for at least three years. See 820 ILCS 130/5(a)(2). The retention of these monthly Certified Payroll submissions for three years by public bodies is crucial to the State of Illinois' efforts to enforce the Act and will be of particular interest to the Attorney General's office in the coming months.

#### Failure to comply with the Act's Requirements:

- No public works project may be instituted unless the provisions of the Act have been met. The Illinois Department of Labor is empowered to sue for injunctive relief against the awarding of any public works contract, or continuation of work under any such contract, if it is not in compliance with the Act's prerequisites. Contracts that are not in compliance with the Act's prerequisites are void as against public policy. See 820 ILCS 103/11.

Please note that this is not a complete list of all relevant requirements and prerequisites under the Act. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice and record keeping duties. For a full understanding of all of the Act's requirements and prerequisites, as well as the text of the Act and all related regulations, please see the Illinois Department of Labor's website at [www.state.il.us/agency/idol/laws/Law130.htm](http://www.state.il.us/agency/idol/laws/Law130.htm).

#### **BLACKOUT PERIOD:**

After the College has advertised for bids, no pre-bid vendor shall contact any College officer(s) or employee(s) involved in the solicitation process, except for interpretation of bid specifications, clarification of bid submission requirements or any information pertaining to pre-bid conferences. Such bidders or sub-bidders making such request shall be made in writing at least seven (7) days prior to the date for receipt of bids. No vendor shall visit or contact any College officers or employees until after the bids are awarded, except in those instances when site inspection is a prerequisite for the submission of a bid. During the black-out period, any such visitation, solicitation or sales call by any representative of a prospective vendor in violation of this provision may cause the disqualification of such bidder's response.

#### **BID QUANTITIES:**

The College Board will reserve the right to increase or decrease, within reasonable limits, such quantities as need requires and at the unit price stated.

**BID AWARDS:**

The successful contractor, and/or any contractor shall not proceed on this bid until it receives a purchase order from the college. Failure to comply is the risk of that contractor.

**TERMINATION OF FUNDING:**

JJC's contractual obligations will be subject to termination and cancellation without penalty, accelerated payment, or other recoupment mechanism as provided herein in any fiscal year for which the Illinois General Assembly or other legally applicable funding source fails to make an appropriation to make payments under the terms of this Contract. In the event of termination for lack of appropriation, the Vendor shall be paid for services performed under this Contract up to the effective date of termination. JJC shall give notice of such termination for funding as soon as practicable after JJC becomes aware of the failure of funding.

**CHANGES TO CONTRACT AFTER BID AWARD:**

There shall be no deviations from any work without a written change order. All change orders must be approved by the Director of Business & Auxiliary Services or Vice President of Administrative Services as well as executed by the successful contractor.

If a change order or aggregate of change orders are 10% or more of the contract price, and such change orders are not approved, in writing, by either the Director of Business & Auxiliary Services or Vice President of Administrative Services, the successful contractor shall not be entitled to any type of compensation for services or materials provided.

**GENERAL:**

Joliet Junior College is committed to a policy of non-discrimination on the basis of sex, handicap, race, color, and national or ethnic origin in the admission, employment, educational programs, and activities it operates. Inquiries should be addressed to the Director of Human Resources.

The contractor (or vendor) shall agree to save and hold harmless the Joliet Junior College District #525, the members of its College Board, its agents, servants and employees, from any and all actions or causes of action, or claim for damages, including the expense of defending suit, arising or growing out of the performance of, or failure to perform its contract.

The parties to any contract (inclusive of subcontractors) resulting from this bid hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. Any vendor awarded a contract as a result of this bid must comply with the Illinois Department of Human Rights Equal Opportunity Act/Rules Sections 750.5 and 5/2-105.

Pursuant to Section 50-80 of the Illinois Procurement Code, each bidder who submits a bid or offer for a State of Illinois contract under this Code shall have a sexual harassment policy in accordance with paragraph (4) of subsection (A) of Section 2-105 of the Illinois Human Rights Act. A copy of the policy shall be provided to the college entering into the contract upon request.

The Customer reserves the right to request additional information after your proposal has been submitted.



---

Janice Reedus  
Director of Business & Auxiliary Services

JOLIET JUNIOR COLLEGE  
ILLINOIS COMMUNITY COLLEGE DISTRICT #525  
(Business & Auxiliary Services)  
1215 Houbolt Road  
Joliet, Illinois 60431-8938  
Telephone: (815) 280-6640  
Fax: (815) 280-6631

**INFORMATION PERTAINING TO OUR BIDS CAN BE FOUND AT THE FOLLOWING WEBSITE:**

<http://www.jjc.edu/community/vendors>

**QUESTIONS PERTAINING TO OUR BIDS CAN BE EMAILED TO:**

[purchasing@jjc.edu](mailto:purchasing@jjc.edu)

Auto Shop and Labs Flooring Replacement  
 Building C, Building E  
 Joliet Junior College  
 1215 Houbolt Road  
 Joliet, Illinois

Stromsland, DeYoung, Prybys Architecture Group  
 20620 Burl Court, Suite 102, Joliet, Illinois 60433

Table of Contents: 09/15/2020

Division	Section Title	Pages
DIVISION 01 – GENERAL REQUIREMENTS		
01 2300 .....	Alternates .....	2
DIVISION 09 - FINISHES		
09 6513 .....	Resilient Base And Accessories.....	3
09 6723 .....	Resinous Flooring .....	7
09 6726 .....	Quartz Flooring .....	7

END OF TABLE OF CONTENTS

## SECTION 012300 - ALTERNATES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

#### 1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
  - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

#### 1.4 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 1: Auto Shop – Integral floor striping and numbers.

1. Alternate: Provide an alternate cost for Integral floor striping and numbers in Auto shop outlined on sheet A1 of the drawings. See drawings for plans, notes and details.

END OF SECTION 012300

## SECTION 096513 - RESILIENT BASE AND ACCESSORIES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Thermoplastic - rubber base.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

### PART 2 - PRODUCTS

#### 2.1 THERMOPLASTIC-RUBBER BASE

- A. Manufacturers: Subject to compliance with requirements, provide products by the following:
  - 1. Armstrong World Industries, Inc.
- B. Product Standard: ASTM F 1861, Type TP (rubber, thermoplastic).
  - 1. Group: I (solid, homogeneous).
  - 2. Style and Location: Style B, Cove, for all locations.
- C. Thickness: 0.125 inch.
- D. Height: 4 inches.
- E. Lengths: Cut lengths 48 inches long.
- F. Outside Corners: Preformed.
- G. Inside Corners: Job formed.
- H. Color: Jet Black - 60.

## 2.2 INSTALLATION MATERIALS

- A. Adhesives: Water-resistant type recommended by resilient-product manufacturer for resilient products and substrate conditions indicated.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
- C. Do not install resilient products until they are the same temperature as the space where they are to be installed.
- D. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient products.

### 3.2 RESILIENT BASE INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practical without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.
- F. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient base with manufacturer's recommended adhesive filler material.
- G. Preformed Corners: Install preformed corners before installing straight pieces.
- H. Job-Formed Corners:
  - 1. Inside Corners: Use straight pieces of maximum lengths possible and form with returns not less than 3 inches in length.
    - a. Miter or cope corners to minimize open joints.

### 3.3 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting resilient products.

END OF SECTION 096513

## SECTION 096723 - RESINOUS FLOORING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes resinous flooring system; epoxy based multi-roller applied resinous aggregate flooring system with urethane topcoat.
  - 1. Application Method: Roller applied.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include manufacturer's technical data, application instructions, and recommendations for each resinous flooring component required.
- B. Samples for Initial Selection: For each type of topcoat product indicated.
- C. Samples for Verification: For each type of resinous flooring system and each color and gloss of topcoat indicated.
  - 1. Submit Samples on rigid backing, 8 inches square.
  - 2. Apply coats on Samples in steps to show each coat required for system.
  - 3. Label each coat of each Sample.
  - 4. Label each Sample for location and application area.
- D. Product List: Cross-reference to coating system and locations of application areas. Use same designations indicated on Drawings and in schedules. Include color designations.

#### 1.1 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For resinous flooring system to include in maintenance manuals.

#### 1.2 QUALITY ASSURANCE

- A. No request for substitution shall be considered that would change the generic type of floor system specified. Equivalent materials of other manufactures may be substituted only on approval of Architect or Engineer. Request for substitution will only be considered only if

submitted 10 days prior to bid date. Request will be subject to specification requirements described in this section.

- B. Accessibility Requirements: Comply with the U.S. Architectural & Transportation Barriers Compliance Board's "Americans with Disabilities Act (ADA), Accessibility Guidelines for Buildings and Facilities (ADAAG)" and the "Illinois Accessibility Code."
- C. Installer Qualifications: Engage an experienced installer (applicator) who is experienced in applying resinous flooring systems similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance, and who is acceptable to resinous flooring manufacturer.
  - 1. Engage an installer who is certified in writing by resinous flooring manufacturer as qualified to apply resinous flooring systems indicated.
  - 2. Contractor shall have completed at least 10 projects of similar size and complexity.
- D. Source Limitations: Obtain primary resinous flooring materials, including primers, resins, hardening agents, grouting coats, and topcoats, through one source from a single manufacturer, with not less than ten years of successful experience in manufacturing and installing principal materials described in this section. Provide secondary materials, including patching and fill material, joint sealant, and repair materials, of type and from source recommended by manufacturer of primary materials.
- E. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers.

### 1.3 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original packages and containers, with seals unbroken, bearing manufacturer's labels indicating brand name and directions for storage and mixing with other components.
- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained between 60 deg F to 90 deg F dry, out of direct sunlight and in accordance with the manufacturer's recommendations.
  - 1. Maintain containers in clean condition, free of foreign materials and residue.
  - 2. Remove rags and waste from storage areas daily.
- B. All materials used shall be factory pre-weighed and pre-packaged in single, easy to manage batches to eliminate on site mixing errors. No on site weighing or volumetric measurements allowed

#### 1.4 FIELD CONDITIONS

- A. Environmental Limitations: Comply with resinous flooring manufacturer's written instructions for substrate temperature, ambient temperature, moisture, ventilation, and other conditions affecting resinous flooring application.
  - 1. Maintain material and substrate temperature between 60 and 90 deg F during resinous flooring application and for not less than 24 hours after application.
- B. Lighting: Provide permanent lighting or, if permanent lighting is not in place, simulate permanent lighting conditions during resinous flooring application.
- C. Close spaces to traffic during resinous flooring application and for not less than 24 hours after application, unless manufacturer recommends a longer period.

### PART 2 - PRODUCTS

#### 2.1 RESINOUS FLOORING-

- A. Basis-of Design Product: Subject to compliance with requirements, provide product indicated or an equal product subject to a compliance review with the following:
  - 1. Dur- A- Flex, Inc, Shop Floor, Epoxy-Based seamless flooring system
- B. System Characteristics:
  - 1. Color: Light Grey.
  - 2. Top Layer Armor Top with Dur-A -Grit
  - 3. Integral Cove Base: 4" high.
  - 4. Alternate No.1 –Yellow integral striping and 2' tall integral stencil numbers.
  - 5. Overall System Thickness: Nominal 1/8" (inch).
- C. System Components: Manufacturer's standard components that are compatible with each other and as follows:

- |    |   |                           |
|----|---|---------------------------|
| 1. | Primer  | Dura-A-Glaze #4WB         |
| a. | Resin: Epoxy  |                           |
| b. | Percent Solids:   | 56 %                      |
| c. | VOC   | 2 g/L                     |
| d. | Bond Strength to Concrete ASTM D 4541                         | 550 psi, substrates fails |
| e. | Hardness, ASTM D 3363   | 3H                        |
| f. | Elongation, ASTM D 2370                                       | 9 %                       |
| g. | Flexibility (1/4: Cylindrical mandrel), ASTM D 1737           | Pass                      |
| h. | Impact Resistance, MIL D-2794                                 | >160                      |
| i. | Abrasion Resistance ASTM D 4060,<br>CS 17 wheel, 1,000 g Load | 30 mg loss                |
| 2. | Body Coat and Grout Coat(s):                                  | Dur-A-Glaze Shop Floor    |

a.	VOC	8 g/L
b.	Compressive Strength, ASTM D 695	17,500 psi
c.	Tensile Strength, ASTM D 638	4,000 psi
d.	Flexural Strength, ASTM D 790	6,250 psi
e.	Abrasion Resistance, ASTM D 4060	
f.	C-10 Wheel, 1,000 gm load, 1,000 cycles	24 mg loss
g.	Flame Spread/NFPA-101, ASTM E 84	Class B
h.	Impact Resistance MIL D-3134	Pass
i.	Water Absorption. MIL D-24613	0.04%

3.	Topcoat:	Armor Top
a.	Percent Solids	95.2 %
b.	VOC	0 g/L
c.	Tensile Strength, ASTM D 2370	7,000 psi
d.	Adhesion, ASTM 4541	Substrate Failure
e.	Hardness, ASTM D 3363	4H
f.	60° Gloss ASTM D 523	70
g.	Abrasion Resistance, ASTM D4060	Gloss Satin
	CS 17 wheel (1,000 g load) 1,000 cycles	4 8 mg loss with grit
		10 12 mg loss without grit
i.	Pot Life, 70 F, 50% RH	45 Minutes
j.	Full Chemical Resistance	7 days

## 2.1 ACCESSORY MATERIALS

- A. Patching and Fill Material: Resinous product of or approved by Resinous flooring manufacturer and recommended by manufacturer for application indicated. Resinous based materials only. Cementitious or single component products not accepted.
- B. Joint Sealant: Type recommended or produced by Resinous flooring manufacturer for type of service and joint condition indicated.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.

### 3.2 PREPARATION

- A. General: Prepare and clean substrates according to resinous flooring manufacturer's written instructions for substrate indicated.
- B. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not coat surfaces if moisture content or alkalinity of surfaces to be coated exceeds that permitted in manufacturer's written instructions.
- C. Moisture Testing: Perform tests recommended by manufacturer and as follows.
  - a. Perform relative humidity test using in situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum 75% relative humidity level measurement.
  - b. If the vapor emission exceeds 75 % relative humidity or 3 lbs/1,000 sf/24 hrs then moisture mitigation system must be installed prior to resinous flooring installation. Slab-on grade substrates without a vapor barrier may also require the moisture mitigation system.
- D. There shall be no visible moisture present on the surface at the time of application of the system. Compressed oil-free air and/or a light passing of a propane torch may be used to dry the substrate.
- E. Mechanical surface preparation:
  - a. Shot blast all surfaces to receive flooring system with a mobile steel shot, dust recycling machine (Blastrac or equal). All surface and embedded accumulations of paint, toppings hardened concrete layers, laitance, power trowel finishes and other similar surface characteristics shall be completely removed leaving a bare concrete surface having a minimum profile of CSP 4-5 as described by the International Concrete Repair Institute.
  - b. Floor areas inaccessible to the mobile blast machines shall be mechanically abraded to the same degree of cleanliness, soundness and profile using diamond grinders, needle guns, bush hammers, or other suitable equipment.
  - c. Where the perimeter of the substrate to be coated is not adjacent to a wall or curb, a minimum 1/4 inch key cut shall be made to properly seat the system, providing a smooth transition between areas. The detail cut shall also apply to drain perimeters and expansion joint edges.
  - d. Cracks and joints (non-moving) greater than 1/8 inch wide are to be chiseled or chipped-out and repaired per manufacturer's recommendations.
- F. At spalled or worn areas, mechanically remove loose or delaminated concrete to a sound concrete and patch per manufacturer's recommendations.

### 3.3 APPLICATION

- A. General: Apply components of resinous flooring system according to manufacturer's written instructions to produce a uniform, monolithic wearing surface of thickness indicated.
  - 1. Coordinate application of components to provide optimum adhesion of resinous flooring system to substrate, and optimum intercoat adhesion.
  - 2. Cure resinous flooring components according to manufacturer's written instructions. Prevent contamination during application and curing processes.
  - 3. The handling, mixing and addition of components shall be performed in a safe manner to achieve the desired results in accordance with the Manufacturer's recommendations.
  - 4. At substrate expansion and isolation joints, provide joint in resinous flooring to comply with resinous flooring manufacturer's written recommendations.
    - a. Apply joint sealant to comply with manufacturer's written recommendations.
- B. Apply primer over prepared substrate at manufacturer's recommended spreading rate.
- C. Integral Cove Base: Apply according to manufacturer's written instructions and details including those for taping, mixing, priming, troweling, sanding, and topcoating of cove base. Round internal and external corners.
  - 1. Integral Cove Base: 4" high.
- D. Apply broadcast coat in thickness indicated for flooring system. Apply with squeegee and back rolled at the rate of 90-100 sf/gal.
  - 1. Alternate No.1 if accepted provide integral striping and numbers per owners layout and drawings prior to top coat
- E. Apply topcoat(s) in number of coats indicated for flooring system and at spreading rates recommended in writing by manufacturer.
  - 1. Mix resin, hardener and grit per manufacturer's instructions
  - 2. Finished floor to be 1/8" nominal thickness.
- F. Cure resinous flooring materials in compliance with manufacturer's directions, taking care to prevent contamination during stages of application and prior to completion of curing process. Close area of application for a minimum of 18 hours.

### 3.4 FIELD QUALITY CONTROL

- A. Tests, Inspection as follows:
  - 1. Temperature test.
    - a. Air, substrate temperature and if applicable, dew point.
  - 2. Coverage rates.

- a. Rates for all layers shall be monitored by checking quantity of material used against the area covered.

### 3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from coating operation. Correct damage to work of other trades by cleaning, repairing, replacing, and recoating, as approved by Architect, and leave in an undamaged condition.
- D. Protect resinous flooring materials from damage and wear during construction operation. Where temporary covering is required for this purpose, comply with manufacturer's recommendations for protective materials and method of application.
- E. Cleaning: Remove temporary covering and clean resinous flooring just prior to final inspection. Use cleaning materials and procedures recommended by resinous flooring manufacturer

END OF SECTION 096723

## SECTION 096726 - QUARTZ FLOORING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. This Section includes quartz flooring system; epoxy based multi-roller applied quartz aggregate flooring system with urethane topcoat.

- 1. Application Method: Roller applied.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated. Include manufacturer's technical data, application instructions, and recommendations for each quartz flooring component required.
- B. Samples for Initial Selection: For each type of topcoat product indicated.
- C. Samples for Verification: For each type of resinous flooring system and each color and gloss of topcoat indicated.
  - 1. Submit Samples on rigid backing, 8 inches square.
  - 2. Apply coats on Samples in steps to show each coat required for system.
  - 3. Label each coat of each Sample.
  - 4. Label each Sample for location and application area.
- D. Product List: Cross-reference to coating system and locations of application areas. Use same designations indicated on Drawings and in schedules. Include color designations.

#### 1.1 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For quartz flooring system to include in maintenance manuals.

#### 1.2 QUALITY ASSURANCE

- A. No request for substitution shall be considered that would change the generic type of floor system specified. Equivalent materials of other manufactures may be substituted only on approval of Architect or Engineer. Request for substitution will only be considered only if submitted 10 days prior to bid date. Request will be subject to specification requirements described in this section.

- B. Accessibility Requirements: Comply with the U.S. Architectural & Transportation Barriers Compliance Board's "Americans with Disabilities Act (ADA), Accessibility Guidelines for Buildings and Facilities (ADAAG)" and the "Illinois Accessibility Code."
- C. Installer Qualifications: Engage an experienced installer (applicator) who is experienced in applying quartz flooring systems similar in material, design, and extent to those indicated for this Project, whose work has resulted in applications with a record of successful in-service performance, and who is acceptable to resinous flooring manufacturer.
  - 1. Engage an installer who is certified in writing by quartz flooring manufacturer as qualified to apply quartz flooring systems indicated.
  - 2. Contractor shall have completed at least 10 projects of similar size and complexity.
- D. Source Limitations: Obtain primary quartz flooring materials, including primers, resins, hardening agents, grouting coats, and topcoats, through one source from a single manufacturer, with not less than ten years of successful experience in manufacturing and installing principal materials described in this section. Provide secondary materials, including patching and fill material, joint sealant, and repair materials, of type and from source recommended by manufacturer of primary materials.
- E. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers.

### 1.3 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original packages and containers, with seals unbroken, bearing manufacturer's labels indicating brand name and directions for storage and mixing with other components.
- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained between 60 deg F to 90 deg F dry, out of direct sunlight and in accordance with the manufacturer's recommendations.
  - 1. Maintain containers in clean condition, free of foreign materials and residue.
  - 2. Remove rags and waste from storage areas daily.
- B. All materials used shall be factory pre-weighed and pre-packaged in single, easy to manage batches to eliminate on site mixing errors. No on site weighing or volumetric measurements allowed

#### 1.4 FIELD CONDITIONS

- A. Environmental Limitations: Comply with quartz flooring manufacturer's written instructions for substrate temperature, ambient temperature, moisture, ventilation, and other conditions affecting quartz flooring application.
  - 1. Maintain material and substrate temperature between 60 and 90 deg F during quartz flooring application and for not less than 24 hours after application.
- B. Lighting: Provide permanent lighting or, if permanent lighting is not in place, simulate permanent lighting conditions during quartz flooring application.
- C. Close spaces to traffic during quartz flooring application and for not less than 24 hours after application, unless manufacturer recommends a longer period.

### PART 2 - PRODUCTS

#### 2.1 QUARTZ FLOORING-

- A. Basis-of Design Product: Subject to compliance with requirements, provide product indicated or an equal product subject to a compliance review with the following:
  - 1. Dur- A- Flex, Inc, Dur-A-Quartz, Epoxy-Based seamless flooring system
- B. System Characteristics:
  - 1. Color and Pattern: BDC- SQ- 08 (Match Owners selected existing selected Color).
  - 2. Wearing Surface: Orange Peel (Match Owners selected existing Surface).
  - 3. Integral Cove Base: 4" high.
  - 4. Overall System Thickness: Nominal 1/8" (inch).
- C. System Components: Manufacturer's standard components that are compatible with each other and as follows:
  - 1. Primer
    - a. Resin: Epoxy
    - b. Percent Solids: 56 %
    - c. VOC 2 g/L
    - d. Bond Strength to Concrete ASTM D 4541 550 psi, substrates fails
    - e. Hardness, ASTM D 3363 3H
    - f. Elongation, ASTM D 2370 9 %
    - g. Flexibility (1/4: Cylindrical mandrel), ASTM D 1737 Pass
    - h. Impact Resistance, MIL D-2794 >160
    - i. Abrasion Resistance ASTM D 4060, CS 17 wheel, 1,000 g Load 30 mg loss
  - 2. Body Coat and Grout Coat(s):
    - a. Resin: Epoxy.

b.	Percent Solids	100 %
c.	VOC	3.8 g/L
d.	Compressive Strength, ASTM D 695	11,200 psi
e.	Tensile Strength, ASTM D 638	2,100 psi
f.	Flexural Strength, ASTM D 790	5,100 psi
g.	Abrasion Resistance, ASTM D 4060	
h.	C-10 Wheel, 1,000 gm load, 1,000 cycles	29 mg loss
i.	Flame Spread/NFPA-101, ASTM E 84	Class A
j.	Impact Resistance MIL D-24613	0.0007 inches, no cracking or delamination
k.	Water Absorption. MIL D-24613	Nil
l.	Potlife @ 70 F	20 minutes

### 3. Topcoat:

a.	Resin: Epoxy.	
b.	Percent Solids	95 %
c.	VOC	0 g/L
d.	Tensile Strength, ASTM D 2370	7,000 psi
e.	Adhesion, ASTM 4541	Substrate Failure
f.	Hardness, ASTM D 3363	4H
g.	60° Gloss ASTM D 523	70
h.	Abrasion Resistance, ASTM D4060	Gloss Satin
	CS 17 wheel (1,000 g load) 1,000 cycles	4 8 mg loss with grit
		10 12 mg loss without grit
i.	Pot Life, 70 F, 50% RH	2 Hours
j.	Full Chemical Resistance	7 days

## 2.1 ACCESSORY MATERIALS

- A. Patching and Fill Material: Quartz product of or approved by quartz flooring manufacturer and recommended by manufacturer for application indicated. Resinous based materials only. Cementitious or single component products not accepted.
- B. Joint Sealant: Type recommended or produced by quartz flooring manufacturer for type of service and joint condition indicated.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.

### 3.2 PREPARATION

- A. General: Prepare and clean substrates according to quartz flooring manufacturer's written instructions for substrate indicated. Provide clean, dry, and neutral Ph substrate for quartz flooring application.
- B. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not coat surfaces if moisture content or alkalinity of surfaces to be coated exceeds that permitted in manufacturer's written instructions.
- C. Moisture Testing: Perform tests recommended by manufacturer and as follows.
  - a. Perform anhydrous calcium chloride test ASTM F 1869-98. Application will proceed only when the vapor/moisture emission rates from the slab is less than and not higher than 3 lbs/1,000 sf/24 hrs.
  - b. Perform relative humidity test using in situ probes, ASTM F 2170. Proceed with installation only after substrates have a maximum 75% relative humidity level measurement.
  - c. If the vapor emission exceeds 75 % relative humidity or 3 lbs/1,000 sf/24 hrs then moisture mitigation system must be installed prior to resinous flooring installation. Slab-on grade substrates without a vapor barrier may also require the moisture mitigation system.
- D. There shall be no visible moisture present on the surface at the time of application of the system. Compressed oil-free air and/or a light passing of a propane torch may be used to dry the substrate.
- E. Mechanical surface preparation:
  - a. Shot blast all surfaces to receive flooring system with a mobile steel shot, dust recycling machine (Blastrac or equal). All surface and embedded accumulations of paint, toppings hardened concrete layers, laitance, power trowel finishes and other similar surface characteristics shall be completely removed leaving a bare concrete surface having a minimum profile of CSP 4-5 as described by the International Concrete Repair Institute.
  - b. Floor areas inaccessible to the mobile blast machines shall be mechanically abraded to the same degree of cleanliness, soundness and profile using diamond grinders, needle guns, bush hammers, or other suitable equipment.
  - c. Where the perimeter of the substrate to be coated is not adjacent to a wall or curb, a minimum 1/4 inch key cut shall be made to properly seat the system, providing a smooth transition between areas. The detail cut shall also apply to drain perimeters and expansion joint edges.
  - d. Cracks and joints (non-moving) greater than 1/8 inch wide are to be chiseled or chipped-out and repaired per manufacturer's recommendations.
- F. At spalled or worn areas, mechanically remove loose or delaminated concrete to a sound concrete and patch per manufacturer's recommendations.

### 3.3 APPLICATION

- A. General: Apply components of quartz flooring system according to manufacturer's written instructions to produce a uniform, monolithic wearing surface of thickness indicated.
  - 1. Coordinate application of components to provide optimum adhesion of quartz flooring system to substrate, and optimum intercoat adhesion.
  - 2. Cure quartz flooring components according to manufacturer's written instructions. Prevent contamination during application and curing processes.
  - 3. The handling, mixing and addition of components shall be performed in a safe manner to achieve the desired results in accordance with the Manufacturer's recommendations.
  - 4. At substrate expansion and isolation joints, provide joint in quartz flooring to comply with quartz flooring manufacturer's written recommendations.
    - a. Apply joint sealant to comply with manufacturer's written recommendations.
- B. Apply primer over prepared substrate at manufacturer's recommended spreading rate.
- C. Integral Cove Base: Apply according to manufacturer's written instructions and details including those for taping, mixing, priming, troweling, sanding, and topcoating of cove base. Round internal and external corners.
  - 1. Integral Cove Base: 4" high.
- D. Apply broadcast coat in thickness indicated for flooring system. Apply with squeegee and back rolled at the rate of 90-100 sf/gal.
- E. Apply topcoat(s) in number of coats indicated for flooring system and at spreading rates recommended in writing by manufacturer.
  - 1. Mix resin, hardener and grit per manufacturer's instructions
  - 2. Finished floor to be 1/8" nominal thickness.
- F. Cure quartz flooring materials in compliance with manufacturer's directions, taking care to prevent contamination during stages of application and prior to completion of curing process. Close area of application for a minimum of 18 hours.

### 3.4 FIELD QUALITY CONTROL

- A. Tests, Inspection as follows:
  - 1. Temperature test.
    - a. Air, substrate temperature and if applicable, dew point.
  - 2. Coverage rates.
    - a. Rates for all layers shall be monitored by checking quantity of material used against the area covered.

### 3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from coating operation. Correct damage to work of other trades by cleaning, repairing, replacing, and recoating, as approved by Architect, and leave in an undamaged condition.
- D. Protect quartz flooring materials from damage and wear during construction operation. Where temporary covering is required for this purpose, comply with manufacturer's recommendations for protective materials and method of application.
- E. Cleaning: Remove temporary covering and clean quartz flooring just prior to final inspection. Use cleaning materials and procedures recommended by quartz flooring manufacturer

END OF SECTION 096726

**CERTIFICATION OF CONTRACT/BIDDER**

The below signed contractor/bidder hereby certifies that it is not barred from bidding on this or any other contract due to any violation of either Section 33E-3 or 33E-4 of Article 33E, Public Contracts, of the Illinois Criminal Code of 1961, as amended. This certification is required by Public Act 85-1295. This Act relates to interference with public contracting, bid rigging and rotating, kickbacks and bribery.

---

SIGNATURE OF CONTRACTOR/BIDDER

---

TITLE

---

DATE

THIS FORM **MUST** BE RETURNED WITH YOUR BID TO:

Joliet Junior College District #525  
Office of Facility Services  
Main Campus L Building, L1005  
1215 Houbolt Road  
Joliet, IL 60431-8938

**CERTIFICATE OF COMPLIANCE WITH**  
**ILLINOIS DRUG-FREE WORKPLACE ACT**

\_\_\_\_\_, does hereby certify pursuant to the *Illinois Drug-Free Workplace Act* (30 ILCS 580/) that [he, she, it] shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the *Illinois Drug-Free Workplace Act* and, further certifies, that [he, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the *Illinois Drug-Free Workplace Act*.

\_\_\_\_\_  
 By Authorized Agent

\_\_\_\_\_  
 Date

SUBSCRIBED AND SWORN TO before me  
 This \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
 NOTARY PUBLIC

**EXECUTE AND ATTACH TO PROPOSAL FORM****JOLIET JUNIOR COLLEGE – REQUEST FOR BID****DRAWINGS ARE AVAILABLE ON THE FOLLOWING WEBSITE:****[WWW.JJC.EDU/COMMUNITY/VENDORS](http://WWW.JJC.EDU/COMMUNITY/VENDORS)****BID FORM**

Project: \_\_\_\_\_

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

Submitted by:

\_\_\_\_\_  
(Full Name)\_\_\_\_\_  
(Address)\_\_\_\_\_  
(City, State, Zip)\_\_\_\_\_  
(Phone)\_\_\_\_\_  
(Fax)\_\_\_\_\_  
(Email)**PART 1 OFFER**

Having examined the site and having familiarized itself with the conditions affecting the cost of the work associated with the \_\_\_\_\_, and with the bidding documents, Bidder hereby proposes to perform everything required and to furnish all labor, materials, necessary tools, expendable equipment and transportation services necessary to complete in a workmanlike manner the subdivision of work stated above in accordance with the bidding documents for the following sums:

<b>Base Bid:</b>	
<b>Allowance:</b>	\$5,000.00
<b>Total Base Bid with Allowance:</b>	

**Base Bid with Allowance:**\_\_\_\_\_  
Dollars(\$\_\_\_\_\_)

Write amount in both alpha and numeric, in case of discrepancy the lesser amount shown will govern.

**Alternate (Integral floor striping and numbers):**\_\_\_\_\_  
Dollars(\$\_\_\_\_\_)

Write amount in both alpha and numeric, in case of discrepancy the lesser amount shown will govern.

We have included herewith, the Security Deposit as required by the Instructions to Bidders.

## **PART 2      ACCEPTANCE**

This offer shall be open to acceptance and is irrevocable for thirty (30) days from the Bid closing date.

If the bid is accepted by the Owner within the time period stated above, we will:

- A.      Execute the Agreement within ten (10) days of receipt of Notice of Award.
- B.      Furnish the required bonds within ten (10) days of receipt of Notice of Award in the form described in the Instruction to Bidders.
- C.      Furnish the required Certificate of Insurance within ten (10) days of receipt of Notice of Award in the form and amounts described in the Instruction to Bidders.
- D.      Commence work as established by the written Notice to Proceed.

If this Bid is accepted within the time stated, and we fail to commence the Work or we fail to provide the required Bonds(s), the Security Deposit shall be forfeited as damages to the Owner by reason of our failures.

In the event our Bid is not accepted within the time stated above, the required security deposit shall be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period of time.

## **PART 3      CONTRACT TIME**

If the Bid is accepted, we will:

- A.      Complete the work in manner consistent to meet the requirements of the schedule (\_\_\_\_\_) consecutive calendar days from the date established as the Date of Commencement in the Notice to Proceed.
- B.      Contractor has examined the Schedule included in these documents and takes no exception, or records the following exceptions:

---



---



---

## **PART 4      CONTRACTOR'S FEES FOR CHANGES IN THE WORK**

Lump Sum of Time and Materials Changes: We the undersigned bidder agree that the following percentages for overhead and profit shall be added to job costs for the

net amount of work added to or deleted from the contract by written lump sum or time and material change orders recommended by the Engineer and approved by the Owner:

Add to net extra for job costs for additional work performed by:

Our own forces 12%

Our subcontractor 5% (including assigned subcontractors)

Note: Insurance, bond, and taxes are considered as job cost items and are not included in the percentages listed above.

## **PART 5      ADDENDA**

The following Addenda have been received. The modifications to the Bid Documents noted therein have been considered and all costs thereto are included in the Bid Sum.

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

## **PART 6      SUBCONTRACTORS**

- A. The following work will be performed (or provided) by the Subcontractors we have indicated below:

	<u>Name of Subcontractor</u>	<u>Work Performed</u>
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

- B. We understand, and hereby agree, that we are obligated to use the indicated subcontractors, unless prior written permission to change has been obtained from the Owner.

## **PART 7      RELATED WORK EXPERIENCE**

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

1. Client: \_\_\_\_\_  
Building: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Dollar Amount: \_\_\_\_\_
  
2. Client: \_\_\_\_\_  
Building: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Dollar Amount: \_\_\_\_\_
  
3. Client: \_\_\_\_\_  
Building: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Dollar Amount: \_\_\_\_\_

## **PART 8 BID FORM ADDITION**

### **Apprenticeship and Training Certification**

In accordance with the Illinois Procurement Code, the Bidder certifies that the work to be performed by it and/or its subcontractors shall, at the time of such bid opening and at the time of the performance of work pursuant to the terms of this Contract, shall have participated in the approved apprenticeship and training programs as provided for above. The bidder shall list, in the space below, the official name of the program sponsor holding the certificate of registration or all types of work or crafts in which the bidder is a participant and that will be performed by the bidder and its sub-contractor's employees. Work that will be sub-contracted shall be indicated to be subcontracted work as provided for herein. **Failure to list required information may result in disqualification of bid.**

---

---

---



---



---



---



---



---

## **PART 9      CONTRACTOR EVALUATION**

Upon completion of the project, a Construction Contractor Performance Evaluation form will be completed by the A/E and the JJC Project Coordinator. The contractor will be evaluated in the following categories:

- Professionally Administered and Supervised Work
- Business Practices
- Overall Performance
- Workmanship
- Timeliness
- Project Management

## **PART 10      BID FORM SIGNATURES(S)**

The Corporate Seal of:

---

(Bidder – please print the full name of your Proprietorship, Partnership, or Corporation)

Was hereunto affixed in the presence of:

---

(Authorized signing officer)	(Title)
------------------------------	---------

(Seal)

---

(Authorized signing officer)	(Title)
------------------------------	---------

If the bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF SECTION

**STATE OF ILLINOIS**  
**BUSINESS ENTERPRISE PROGRAM**  
**MINORITIES, FEMALES, PERSONS WITH DISABILITY**  
**PARTICIPATION AND UTILIZATION PLAN**

---

**For State Agency/State University Use Only**

---

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

**Contract Goal to be Achieved by Vendor:** This solicitation includes a specific **BEP** participation goal of % based on the availability of BEP certified vendors to perform or provide the anticipated services and/or supplies required by this solicitation. **The availability of BEP certified vendors was determined using the following commodity/service codes; however Vendor is not required to rely solely upon these commodity/service codes in preparing the bid or offer:**

---

**The BEP participation goal is applicable to all bids or offers.** In addition to the other award criteria established for this solicitation, the Agency/University will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the BEP certified vendor. If Vendor is a BEP certified vendor, the entire goal is met and no subcontracting with a BEP certified vendor is required; however, **Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.**

Following are guidelines for Vendor's completion of the Utilization Plan. **Please read the guidelines carefully.** A format for the Utilization Plan is included in this section. Vendor should include any additional information that will add clarity to Vendor's proposed utilization of certified BEP vendors to meet the targeted goal. The Utilization Plan must demonstrate that Vendor has either: (1) met the entire contract goal; (2) made good faith efforts towards meeting the entire goal; or (3) made good faith efforts towards meeting a portion of the goal. Any submission of good faith efforts by Vendor shall be considered as a request for a full or partial waiver.

**At the time of bid or offer, Vendor, or Vendor's proposed Subcontractor, must be certified with CMS as a BEP certified vendor.**

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Joint Venture Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Joint Venture Agreement must clearly evidence that the BEP certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the BEP certified vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by

the BEP certified vendor to be dedicated to the performance of the contract. Established Joint Venture Agreements will only be credited toward BEP goal achievements for specific work performed by the BEP certified vendor. **Each party to the Joint Venture Agreement must execute the bid or offer prior to submission of the bid or offer to the Agency/University.**

2. An agreement between a vendor and a BEP certified vendor in which a BEP certified vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The Agency/University may request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the Agency/University in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed BEP certified vendor. Failure to cooperate by Vendor and BEP certified vendor may render the bidder or offeror non-responsive or not responsible. **The contract will not be finally awarded to Vendor unless Vendor's Utilization Plan is approved.**
3. **BEP Certified Vendor Locator References:** Vendors may consult CMS' BEP Vendor Directory at [www.sell2.illinois.gov/cms/business](http://www.sell2.illinois.gov/cms/business), as well as the directories of other certifying agencies, but firms **must be certified with CMS as BEP certified vendors at the time of bid or offer.**
4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Agency/University deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subcontractor or supplier.
5. **Calculating BEP Certified Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all BEP certified vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by BEP certified vendors is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:
  - 5.1. The value of the work actually performed or goods/equipment provided by the BEP certified vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the BEP certified vendor, including supplies purchased or equipment leased by the BEP certified vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.
  - 5.2. A vendor shall count the portion of the total dollar value of the BEP contract equal to the distinct, clearly defined portion of the work of the contract that the BEP certified vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other BEP certified vendor. Work performed by the non-BEP certified party shall not be counted toward the goal. **Work that a BEP certified vendor subcontracts to a non-BEP certified vendor will not count towards the goal.**
  - 5.3. A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a BEP certified vendor manufacturer, regular dealer, or supplier. A Vendor shall count toward the goal the following expenditures to BEP certified vendors that are not manufacturers, regular dealers, or suppliers:
    - 5.3.1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Agency/University to be reasonable and not excessive as compared with fees customarily allowed for similar services.
    - 5.3.2. The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is

not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the Agency/University to be reasonable and not excessive as compared with fees customarily allowed for similar services. The BEP certified vendor's trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.

- 5.3.3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the Agency/University to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 5.4. BEP certified vendors who are performing on contract as second tier subcontractors may be counted in meeting the established BEP goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.
- 5.5. A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.
  - 5.5.1. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The BEP certified vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the Agency/University shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
  - 5.5.2. A BEP certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain BEP certified vendor participation. In determining whether a BEP certified vendor is such an extra participant, the Agency/University shall examine similar transactions, particularly those in which BEP certified vendors do not participate, and industry practices.
- 5.6. A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

**Good Faith Effort Procedures:** Vendor must submit a Utilization Plans and Letters of Intent that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must document and explain within the Utilization Plan the good faith efforts it undertook to meet the goal. Utilization Plans are due at the time of bid or offer submission. The Business Enterprise Council ("Council") or its delegate will consider the quality, quantity and intensity of Vendor's efforts.

The Utilization Plan contains a checklist of actions that the Council or its delegate will consider as evidence of Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of the Council or its delegate may be relevant in appropriate cases.

- 6.1. In evaluating Vendor's good faith efforts, the Council or its delegate may consider whether the ability of other bidders or offerors to meet the contract goal suggests that good faith efforts could have resulted in Vendor meeting the goal.

**6.2.** If the Council or its delegate determines that Vendor has made good faith efforts to meet the goal, the Agency may award the contract provided that Vendor is otherwise eligible for award.

**6.3.** If the Council or its delegate determines that good faith efforts have not been met, the bid or offer may be determined to be non-responsible by the Chief Procurement Office.

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

**7.1.** The Utilization Plan may not be amended after contract execution without the Agency/University's prior written approval.

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

**7.3.** Substitutions of a BEP certified vendor may be permitted under the following circumstances:

7.3.1. Unavailability after receipt of reasonable notice to proceed;

7.3.2. Failure of performance;

7.3.3. Financial incapacity;

7.3.4. Refusal by the BEP certified vendor to honor the bid or proposal price or scope;

7.3.5. Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;

7.3.6. Failure of the BEP certified vendor to meet insurance, licensing or bonding requirements;

7.3.7. The BEP certified vendor's withdrawal of its bid or offer; or

7.3.8. Loss of certification of the BEP certified vendor.

**7.4.** If it becomes necessary to substitute a BEP certified vendor Vendor must notify the Agency/University in writing of the request to substitute a BEP certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The Agency/University shall notify the Council or its delegate of the request to substitute a BEP

certified vendor or change the Utilization Plan. The Agency/University will approve or deny a request for substitution or other change in the Utilization Plan within five business days of receipt of the request.

- 7.5.** Where Vendor has established the basis for the substitution to the Agency/University's satisfaction, it must make good faith efforts to meet the contract goal by substituting a BEP certified vendor. Documentation of a replacement BEP certified vendor, or of good faith efforts to replace the BEP certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non-BEP certified vendor.
- 7.6.** If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the Agency/University to modify the Utilization Plan and must make good faith efforts to ensure that BEP certified vendors have a fair opportunity to submit a bid or offer on the new scope of work.
- 7.7.** A new BEP certified vendor agreement must be executed and submitted to the Agency/University within five business days of Vendor's receipt of the Agency/University's approval for the substitution or other change.
- 7.8.** Vendor shall maintain a record of all relevant data with respect to the utilization of BEP certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three years after the completion of the contract. Full access to these records shall be granted by Vendor upon 48 hours written demand by the Agency/University to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency/University shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the BEP certified vendor and final payment to the BEP certified vendor by Vendor, but not later than 30 calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the BEP certified vendor under the contract.
  - 7.8.1.** Vendor shall submit quarterly reports documenting its utilization of BEP certified vendors, including the amount of payments made to BEP certified vendors in each quarter. Quarterly reports shall be submitted to the designated BEP contact person on forms provided by the BEP Compliance Department.
  - 7.8.2.** Quarterly reporting periods shall be July 1 – September 30 (1<sup>st</sup> Quarter), October 1 – December 31 (2<sup>nd</sup> Quarter), January 1 – March 31 (3<sup>rd</sup> Quarter), and April 1 – June 30 (4<sup>th</sup> Quarter) of each fiscal year. Quarterly reports for the preceding quarter shall be due on or before the first day of each quarter.
  - 7.8.3.** Vendor's failure to submit quarterly reports shall constitute a material breach of this contract and may subject Vendor to the remedies and penalties described in Section 7.10.
- 7.9.** The Agency/University will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the BEP certified vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the Agency/University to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- 7.10.** The Agency/University reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

## UTILIZATION PLAN

**The Utilization Plan and Letter of Intent must be sealed and submitted separately.**

(Vendor) submits the following Utilization Plan as part of our bid or offer in accordance with the requirements of the BEP Program Status and Participation section of the solicitation for \_\_\_\_\_, Illinois Procurement Bulletin Reference Number \_\_\_\_\_. We understand that all subcontractors must be certified with the CMS BEP Program at the time of submission of all bids and offers. **We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.**

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

Vendor submits the following statement:

- ☐ Vendor is a BEP certified firm and plans to fully meet the goal through self-performance.
- ☐ Vendor has identified BEP certified subcontractor(s) to fully meet the established goal and submits the attached executed Letter(s) of Intent; or
- ☐ Vendor has made good faith efforts towards meeting the entire goal, or a portion of the goal, and hereby requests a waiver (complete checklist below).

Vendor's person responsible for compliance with this BEP goal:

Name:	Title:
Telephone:	Email:

### DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE GOAL AND REQUEST FOR WAIVER

If the BEP participation goal was not achieved, the Good Faith Efforts Procedures and Guidelines outlined in Section 6 will be used to evaluate submitted utilization plans. Vendors providing Good Faith Effort documentation and request for waiver must complete and submit the Good Faith Effort Contact Log with the bid or offer. Failure to submit Good Faith Effort documentation in its entirety shall render Vendor's bid or offer non-responsive or not responsible and cause it to be rejected or render Vendor ineligible for contract award.

Below is a checklist of actions that will be used to evaluate a Vendor's Demonstration of Good Faith Efforts and Request for Waiver. **Please check the actions which you completed.** If any of the following actions are not completed, please attach a detailed written explanation indicating why such action was not completed. If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed description of such efforts.

- ☐ Utilize the Sell2Illinois website: [www2.illinois.gov/cms/business](http://www2.illinois.gov/cms/business) to identify BEP certified vendors within the respective commodity/service codes denoted above and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.

- ☐ Solicit through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of BEP certified vendors that have the capability to perform the work of the contract. Vendor must solicit this interest within sufficient time to allow the BEP certified vendors to respond to the solicitation. Vendor must determine with certainty if the BEP certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal. Vendor must provide interested BEP certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
- ☐ Select portions of the work to be performed by BEP certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP certified vendor participation, even when Vendor might otherwise prefer to perform these work items with its own forces.
- ☐ Make a portion of the work available to BEP certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate BEP certified vendor participation.
- ☐ Negotiate in good faith with interested BEP certified vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of BEP certified vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for BEP certified vendors to perform the work. A Vendor using good business judgment may consider a number of factors in negotiating with BEP certified vendors and may take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using BEP certified vendors may not be in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from BEP certified vendors if the price difference is excessive or unreasonable.
- ☐ Thoroughly investigate the capabilities of BEP certified vendors and not reject them as unqualified without documented reasons. The BEP certified vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids and proposals in Vendor's efforts to meet the goal.
- ☐ Make efforts to assist interested BEP certified vendors in obtaining lines of credit or insurance as required by the Agency/University.
- ☐ Make efforts to assist interested BEP certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

## GOOD FAITH EFFORTS CONTACT LOG

Use this Log to document all contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of BEP certified vendors within the specific scope of work selected. It is not necessary to show contacts with BEP certified vendors who are identified on the Letter(s) of Intent. **Keep and submit copies of all emails sent and received from prospective BEP vendors. Include a copy of the commodity list or scope of work you solicited prospective BEP vendors to perform.** Duplicate this log as necessary; do not limit your contacts to the number of spaces shown.

[illegible]

## UNIFORM LETTER OF INTENT

## BUSINESS ENTERPRISE PROGRAM OR VETERAN SMALL BUSINESS

*Instructions: The responsive Vendor is required to submit a separate, signed Letter of Intent (LOI) from each certified vendor. **LOIs must be submitted with the bid/offer and must be signed by both parties.** The Prime Vendor shall not prohibit or otherwise limit the certified vendor(s) from providing subcontractor quotes to other potential bidders/vendors. Each LOI shall include the negotiated amount/percentage and scope of work to be performed by each identified certified vendor. All LOI's shall be subject to Agency approval.*

Any changes involving or affecting the identified certified BEP/VSB vendor may not be permitted without written approval of the Agency.

Project Name: \_\_\_\_\_ Project/Solicitation Number: \_\_\_\_\_

Name of Vendor: \_\_\_\_\_ Compliance Contact: \_\_\_\_\_

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

City, State and Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

Name of Certified ☐ BEP or ☐ VSB Vendor: \_\_\_\_\_

Address: \_\_\_\_\_ Compliance Contact: \_\_\_\_\_

City, State and Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

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

Anticipated start date of the Certified BEP/VSB Vendor: \_\_\_\_\_

Proposed Subcontract Amount \$ \_\_\_\_\_ or Proposed \_\_\_\_\_ % of Contract to be performed by the BEP/VSB Vendor.

**NOTE: In instances where the contract award amount is unknown, you must indicate the percentage of the estimated contract award that will be subcontracted to the certified BEP/VSB Vendor.**

Description of work to be performed or goods/equipment to be provided by the BEP/VSB Vendor:

The Vendor and the certified vendor above hereby agree that upon the execution of a contract for the above-named project between the Vendor and the State of Illinois, the Certified BEP VSB Vendor will perform the scope of work for the amount/percentage as indicated above.

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

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

\_\_\_\_\_  
Signature

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

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

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

\_\_\_\_\_  
Signature

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

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

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