REQUEST FOR PROPOSAL

Architectural Services
ID: RFP-40-20-02

Issued December 5, 2019

Responses due via email
by 4:30 p.m. CT on January 17, 2020

Please include RFP ID on all correspondence
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I. Introduction

The State Universities Retirement System ("SURS" or the "System") is soliciting proposals from qualified firms for general architectural services. These services include but are not limited to the planning, design and construction oversight for a series of renovation projects expected to span the next two to three years.

The goal of this RFP is to select an architectural firm to partner with SURS and our general contractor for upcoming projects. The first project is the renovation of the SURS Call Center, located at 1901 Fox Drive, Champaign, IL. The second project is the renovation of existing space, which requires the construction of offices to accommodate SURS counselors. In total these two areas represent approximately 6,434 sq. feet. In addition, SURS intends to establish a schedule of hourly rates for typical architectural services to be used in subsequent projects.

Although the selected vendor is not guaranteed to be used for future projects, SURS intends to form a multi-year partnership with the selected vendor.

All forms/required documents needed for submitting a request for proposal ("RFP") are available on the SURS website at www.surs.org.

A proposer’s preparation and submittal of a proposal or subsequent participation in presentations or contract negotiations creates no obligation on the System to award a contract or to pay any associated costs. All proposals and related materials will be retained by the System and will be subject to disclosure as required in accordance with the Illinois Freedom of Information Act.

II. Description of SURS

SURS is the administrator of a cost-sharing, multiple employer, public employee retirement system that provides retirement, survivor, disability and death benefits to employees of Illinois state universities, community colleges, and certain other affiliated organizations and agencies. SURS was created in 1941, by an act of the Illinois General Assembly, and is governed by the Illinois Pension Code (40 ILCS 5/15-101 et seq.). SURS provides benefit services to over 230,000 members who work for 61 employers. SURS is responsible for investing assets of more than $19 billion in a diversified portfolio of U.S. and foreign stocks, bonds, real estate and alternative investments. SURS also administers a defined contribution plan, the Self-Managed Plan, which currently has assets of approximately $2.2 billion. Northern Trust serves as SURS’ master trustee custodian.
An elected and appointed, eleven-person, board of trustees, governs SURS. The chairperson of the board of trustees is, by statute, the chairperson of the Illinois Board of Higher Education. Five members of the board are appointed by the governor of the state of Illinois. The remaining six members of the board are elected by participating members (four individuals) and annuitants (two individuals). Trustees serve six-year terms. SURS is funded by participant payroll deductions and annual employer contributions provided by the state of Illinois. By statute, SURS is defined as a “body politic and corporate” created by Article 15 of the Illinois Pension Code.

SURS currently employs approximately 150 staff, located in offices in Champaign and Naperville, Illinois. Two SURS employees are in the Naperville office. The remaining SURS employees are located in the Champaign offices at 1901 Fox Drive and 1801 Fox Drive.

A copy of SURS’ most recent comprehensive annual financial report (CAFR) is available for review, or to download, at www.surs.org.

The Illinois Governmental Ethics Act, 40 ILCS 420, provides guidelines for ethical practices concerning state and local pension plans. Respondent providers should be familiar with the provisions of this Act.

Section 1-109.1(6) of the Illinois Pension Code (40 ILCS 5/1-109.1(6)) encourages Illinois public pension systems like SURS to utilize businesses owned by “minorities,” “women,” and “persons with disabilities” for all contracts and services, as those terms are defined in the Business Enterprise for Minorities, Women and Persons with Disabilities Act (“BEMWPD”, 30 ILCS 575). Additionally, Section 1-109.1(10) of the Illinois Pension Code (40 ILCS 5/1-109.1(10)) sets an aspirational goal of not less than 20 percent of contracts awarded to such businesses for “information technology services,” "accounting services," "insurance brokers," "architectural and engineering services" and "legal services" as defined by the BEMWPD. Accordingly, businesses that meet these definitions are strongly encouraged to submit responses to this RFP.

A section of the Illinois Procurement Code concerning prohibitions of political contributions for vendors, 30 ILCS 500/50-37, may or may not apply to SURS service providers. However, each service provider should be familiar with the provisions of this section and comply with this section if the service provider deems it appropriate.

SURS is subject to its own procurement statutes and rules. Responders should be familiar with those procurement requirements as well. The selected responder will be paid by SURS directly.

Additional legal requirements that vendors should be familiar with are contained in the Addendum to Contract under Appendix D.

**Background specific to this RFP:**

In December 2018, SURS purchased property at 1801 Fox Drive, to accommodate current staff and expected growth. The building is approximately 22,330 sf. SURS renovated and began occupying approximately two-thirds of the space in August 2019, leasing the remaining one-third of the property to the previous owner. SURS is now focused on renovating certain areas at 1901 Fox Drive.

The next renovation project involves renovating and repurposing two work areas - the Surs call center (approximately 2,538 sq. feet) and a centralized, dedicated space for retirement counselors (approximately 3,896 sq. feet). These first two projects are located within our facility at 1901 Fox Drive. Future renovation projects will include renovations to other spaces at 1901 Fox Drive, and renovation of the remaining one-third of the 1801 Fox Drive property.
III. Services Required

The State Universities Retirement System is seeking proposals from architectural firms to provide services in support of a series of upcoming renovation projects including but not limited to the following:

1. **CALL CENTER:** Procure architectural services for the renovation of the SURS call center located at 1901 Fox Drive, Champaign, IL. A mandatory walk through of the call center (approximately 2,538 sq. feet) will be conducted as per the RFP timeline. Firms are required to provide a not-to-exceed cost for architectural services based on time and effort to complete this first project. The not-to-exceed cost must include time for physical adjustments to architectural drawings as details are modified and finalized. A more detailed description of this service can be found in Appendix F – Call Center Renovations Scope of Work.

2. **COUNSELOR AREA:** Procure architectural services for the renovation of existing space, including construction of private offices to accommodate the SURS counselors, at 1901 Fox Drive, Champaign, IL. A mandatory walk through of the area earmarked for counselors (approximately 3,896 sq. feet) will be conducted as per the RFP timeline. Firms are required to provide a not-to-exceed cost for architectural services based on time and effort to complete this second project. The not-to-exceed cost must include time for physical adjustments to architectural drawings as details are modified and finalized. A more detailed description of this service can be found in Appendix G – Counselor Area Renovations Scope of Work.

3. **HOURLY RATES:** Establish hourly rates for architectural services for future projects. These agreed-upon rates would be applicable on an as-needed, per-project basis. SURS will work with the selected firm to finalize the scope and cost for each project. Architectural services within scope include, but are not limited to:
   - Architectural design, including recommendations for space utilization
   - Interior design
   - Engineering services – mechanical, electrical, civil and structural engineering (these services can be via third party)
   - Generation of architectural drawings and other documents required by the general contractor, based on agreed-upon design
   - Construction project management, administration and oversight

IV. Minimum Qualifications

- The responder’s key professionals and/or organization has no material conflicts with SURS or the SURS board.
- As of December 1, 2019, the responder has a minimum of five (5) years of experience conducting architectural design and project bid management for commercial construction projects.
- Responders must provide proof of being currently licensed and insured.

Note: Additional certifications, such as National Council of Building Designers or LEED, will be viewed as a value-added differentiator but are not minimum required qualifications.
V. Proposal Content

At a minimum, the proposal must include the following information to be considered for the engagement. For ease of review, each requirement should be addressed separately. *All communications regarding this RFP must include the RFP ID shown on the title page.*

**Cover Letter**  
A cover letter, which will be considered an integral part of the proposal package, in the form of a standard business letter, must be signed by an individual authorized to bind the proposer contractually. This cover letter must indicate the signer is so authorized and must indicate the signer’s title or position. An unsigned proposal will be rejected. The cover letter must also include:

- a. A statement that the proposal meets all requirements of this RFP, and that the offer tendered by the proposal will remain in full force and effect until and may be accepted by SURS at any time prior to 30 days beyond the deadline for submittal.

- b. A disclosure of any current business relationship or any current negotiations for prospective business with SURS, or with any member of the SURS Board of Trustees or SURS staff, or any party currently rendering services to SURS.

- c. A statement that the proposer acknowledges that all documents submitted in response to this RFP may be subject to disclosure under the Illinois Freedom of Information Act and/or the Illinois Open Meetings Act.

**Statement of Minimum Qualifications**  
Proposers must complete and return the Minimum Qualifications Certification in the form contained in Appendix A.

**Reference Checks**  
Reference checks will be conducted for each finalist.

**Company Organization and Diversity Questionnaire**  
The questionnaire contained in Appendix B to this RFP must be completed and returned as part of the proposal.

**Fee Proposal**  
Proposers must submit a proposal in the format prescribed in Appendix C. Any deviation from the prescribed format, which in the opinion of SURS is material, may result in the rejection of the proposal. The proposed fee shall include all costs and expenses for providing the services and equipment as described in this RFP, and any agreed-upon extended warranties that are associated with initial installation. Once finalists are selected, fees may be subject to a “best and final” offer process to be determined at the discretion of the System.

The fee proposal must expressly state that the proposed fees are guaranteed for the term of any resulting contract.

**Bio Information**  
Please include bio(s) for the firm’s principals with their specific area of expertise, detailing applicable experience and credentials. Please include information for anyone else who may serve in a lead role in providing professional services to SURS.
**Contract**
This request for proposal is neither a contract nor meant to serve as a contract. It is anticipated that one of the proposals submitted in response to this request for proposal may be selected as the basis for negotiation of a contract with the proposer. Such a contract is presently contemplated to contain, at a minimum, the terms of the proposal submitted, as finally negotiated and approved by the System. SURS reserves the right to negotiate additions, deletions or modifications to the terms of proposals submitted. The terms contained in Appendix D, Addendum to Contract, must be agreed to and accepted by the candidate or organization selected to perform the work contemplated by this RFP, unless exceptions are noted as part of the proposer’s response. Any questions or exceptions to the terms and conditions and/or the sample contract included in Appendix E must be outlined as part of the proposer’s response. However, SURS is not required to accept the responder’s exceptions. Any exceptions noted in the proposer’s response will be addressed and discussed during the review process, but no changes will be made to the Addendum to Contract attached hereto unless the proposer and SURS both agree to include said changes in the final contract awarded under this RFP. SURS expects to execute a master services agreement (MSA) as part of the RFP award, for the provision of architectural services for the first two projects (Call Center Renovation and Counselor Area), and to establish hourly rates for future projects. Written amendments to the original MSA will be executed as new projects are requested and details are finalized.

**Project Schedule**
The submission must include a preliminary project schedule for each of the two initial projects, based on the number of calendar days required to perform the work following the award of the contract.

**VI. Submission of Proposals**
All proposals must be received no later than the deadline stated in the Anticipated Timeline and Contact Information section. Submissions must be made via email to the identified contact person by the stated deadline. **Only email submissions will be accepted.**

The proposals become the property of SURS upon submission. All costs for developing proposals and attending presentations and/or interviews are entirely the responsibility of the proposer and shall not be chargeable to SURS.

Only one proposal from an individual, firm, partnership, corporation or combination thereof will be considered for this assignment.

**VII. Evaluation Process**

**Pre-Evaluation Review**
All proposals will be reviewed to determine if they contain all the required submittals specified in this RFP. Those not submitting all required information in the prescribed format will be rejected.

**Proposal Evaluation**
All proposals received by the SURS representative on or before the deadline listed above will be reviewed to determine whether they meet the minimum requirements of this RFP.

All proposals received by deadline and pass the pre-evaluation review will undergo an evaluation process conducted by SURS staff. They will be reviewed to determine whether they meet the requirements of this RFP. SURS will consider the following factors in the evaluation process, ranked
in no specific order, and will render a decision based on the perceived best fit and best value for the
engagement. Fees will be one of the determining factors in this decision but will not be the primary
determinative. Proposals will be evaluated based on criteria including:

- Understanding of the services requested
- Timeline for recommended solution to be implemented
- Proposed methodology and work plan to be used in the process
- Proposed deliverables
- Relevant knowledge, experience and qualification of firm and team members including
  established record of success in similar work
- Commitment to diversity
- Willingness to negotiate contract terms
- Independence
- Cost
- Warranty
- References
- Adherence to RFP submission requirements

Proposals that contain false or misleading statements or that provide references which do not support
an attribute or condition claimed by the proposer will be rejected. Issuance of the request for proposal
creates no obligation to award a contract or to pay any costs incurred in the preparation of a proposal.
Nothing in this RFP or any resulting contract shall preclude SURS from procuring services similar to
those described herein from other sources.

During the evaluation process, proposers may be requested to provide additional information and/or
clarify contents of their proposal. Other than information requested by SURS, no proposer will be
allowed to alter the proposal or add new information after the filing date.

Once finalists are selected, fees may be subject to a "best and final" offer process to be determined at
the discretion of the System.

Responders must include all expected travel, lodging and related costs as part of their overall "not to
exceed" cost for the work to be performed under this RFP.
VIII. Anticipated Timeline and Contact Information

<table>
<thead>
<tr>
<th>Schedule</th>
<th>Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Quiet Period Begins</td>
<td>December 5, 2019</td>
</tr>
<tr>
<td>RFP Issued</td>
<td>December 5, 2019</td>
</tr>
<tr>
<td>Mandatory walk through, 1901 Fox Drive</td>
<td>December 19, 2019, 3:30 p.m. CT</td>
</tr>
<tr>
<td>Responder Questions Due</td>
<td>January 3, 2020, 4:30 p.m. CT</td>
</tr>
<tr>
<td>Responses to Questions Posted</td>
<td>January 10, 2020, 4:30 p.m. CT</td>
</tr>
<tr>
<td><strong>RFP Responses Due on or Before</strong></td>
<td>January 17, 2020, 4:30 p.m. CT</td>
</tr>
<tr>
<td>Evaluations and Interviews</td>
<td>January 20 – 24, 2020</td>
</tr>
<tr>
<td>Anticipated Project Start</td>
<td>Early February 2020</td>
</tr>
</tbody>
</table>

SURS may extend these deadlines at its discretion. Any such extensions will be posted to the SURS website.

**SURS RFP Contact Information**
Procurement Officer
Procurement_Officer@surs.org
SURS
1901 Fox Drive
Champaign, IL 61825-2710

IX. Submission Process

**Deadline**
To be considered for selection, proposals **must be received via email in Adobe Acrobat format at Procurement_Officer@surs.org no later than 4:30 p.m. CT, January 17, 2020**. Please reference “40-20-02 Architectural Services RFP Response” (and your firm’s name) in subject line of your communications. An email confirmation will be sent confirming receipt of the proposal.

**Withdrawal**
A proposal may be withdrawn any time prior to the deadline by written notification signed by the individual applicant or authorized agent of the firm and received at Procurement_Officer@surs.org no later than the deadline of 4:30 p.m. CT, January 17, 2020. Please reference “40-20-02 Architectural Services RFP Withdrawal” (and your firm’s name) in subject line of your communications. An email confirmation will be sent confirming withdrawal of the proposal. The proposal may be resubmitted with any modifications no later than the deadline. Modifications offered in any other manner will not be considered.

**Questions**
To clarify any issues in this request for proposal, SURS will respond only to questions that are presented in writing via email to Procurement_Officer@surs.org. All questions should be submitted to SURS by 4:30 p.m. CT, January 3, 2020. Please reference “40-20-02 Architectural Services RFP Response” (and your firm’s name) in subject line of your communications. An email confirmation will be sent confirming receipt of the question.
Questions” (and your firm’s name) in subject line of your communications. These questions will be consolidated into a single Q&A document and responded to by SURS on or about January 10, 2020, by 4:30 p.m. CT. The Q&A document will be posted on the SURS web site at www.surs.org/rfp-non-investment. This document will include all questions received and SURS’ answers to the same without indicating the source of the query.

X. General Conditions

Freedom of Information Act Disclosure

All materials submitted in response to the RFP become property of SURS. Proposals remain confidential during the selection process. However, upon completion of the selection process, all responses, including that of the individual, vendor or firm selected, will be a matter of public information and will be open to public inspection in accordance with the state of Illinois Freedom of Information Act (FOIA).

If, in response to this RFP, trade secrets or commercial or financial information are furnished under a claim that they are proprietary, privileged or confidential and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business responding to this RFP, such claim must be clearly made, and such information must be clearly identified. (5 ILCS 140/7 and 7.5) Responses to this RFP with every page marked as proprietary, privileged or confidential will not satisfy this requirement. Bidders are required to make a good faith attempt to properly identify only those portions of the response that are truly furnished under a claim that they are proprietary, privileged or confidential and that disclosure of the trade secrets or commercial or financial information would cause competitive harm to the person or business responding to this RFP.

Redacted Version of RFP Response

In the event the responder believes and claims that certain materials or information contained in the submitted response are exempt from public disclosure under the Illinois FOIA, the responder is required to provide a redacted version of the response it believes will be suitable for release under the Illinois Freedom of Information Act. (5 ILCS 140/7 and 7.5)

A RESPONDER’S FAILURE TO PROVIDE A REDACTED VERSION OF THE RFP WILL RESULT IN SURS DISCLOSING THE RESPONDER’S ENTIRE RFP RESPONSE IF THE SAME IS REQUESTED UNDER THE ILLINOIS FREEDOM OF INFORMATION ACT AND NEITHER THE RESPONDER NOR ANY THIRD PARTIES SHALL HAVE ANY RECOUENCE AGAINST SURS FOR ITS DISCLOSURE OF THE NON-REDACTED RFP RESPONSE.

However, any claim of privilege from disclosure is not definitive. SURS has the right and legal obligation to determine whether such information is exempt from disclosure under the Illinois Freedom of Information Act and no information will be considered or determined by SURS to be proprietary, privileged or confidential unless it is identified and separated as indicated herein. (5 ILCS 140/7 and 7.5)

Ordinary Course of Business Communications Allowed

Other than existing normal business matters, respondents, potential respondents or their representatives should not contact anyone at SURS (including SURS staff, members of the SURS advisory committees and members of the SURS board) other than the listed RFP contact. In addition,
respondents must not discuss this RFP with any employee of SURS, trustee of SURS, employee of SURS’ custodian, managers, legal counsel, or other advisors or persons/entities having contracts or other affiliations with SURS.

SURS Quiet Period Policy
Please note the following Quiet Period Policy establishing guidelines by which the SURS Board of Trustees and SURS staff will communicate with prospective vendors or service providers during a search process. The quiet period for this RFP began on the date the RFP was issued: December 5, 2019.

1. The quiet period shall commence upon Committee action (or board action if the selection is not initiated through a Committee) to authorize a search for a service provider and end once a selection has been made by the board and accepted by the service provider;

2. Initiation, continuation and conclusion of the quiet period shall be publicly communicated via the SURS website (www.surs.org) to prevent inadvertent violations;

3. All board members, and SURS staff not directly involved in the search process, shall refrain from communicating with potential service providers regarding any product or service related to the search offered by the provider throughout the quiet period and shall refrain from accepting meals, travel, hotel, or other value from the providers;

4. Throughout the quiet period, if any board member or SURS staff member is contacted by a potential service provider, the board member or SURS staff member shall refer the provider to the SURS staff member directly involved in the search process;

5. All authority related to the search process shall be exercised solely by the relevant Committee or board as a whole, and not by individual board members;

6. All information related to the search process shall be communicated by SURS staff to the relevant Committee or board as a whole, and not to individual board members;

7. The quiet period does not prevent board approved due diligence, client conference attendance, or communications with an existing service provider that happens to be a provider in the ordinary course of services provided by such service provider; however, discussions related to the pending selection shall be avoided during those activities;

8. The provisions of this policy will apply to potential service providers throughout the quiet period and shall be communicated to providers in conjunction with any competitive proposal process; and

9. A potential service provider or vendor may be disqualified from a search process for a violation of the quiet period or any portion of this policy.

Rights Reserved
SURS reserves the right to amend any segment of the RFP prior to the announcement of a selected vendor/contractor. In such an event, all respondents will be afforded the opportunity to revise their proposals to accommodate the RFP amendment.

SURS reserves the right to remove any or all services from consideration for this contract. At its discretion, SURS may issue a separate contract for any service or groups of services included in this RFP. SURS may negotiate additional provisions to the contract awarded pursuant to this RFP.

SURS may request additional information from any or all bidders to assist in the evaluation of proposals, and SURS reserves the right to conduct background investigations of selected individuals or firms prior to awarding a contract under this RFP.
SURS does not bear any obligation to complete the RFP process or to select any individual(s) or firm(s). SURS also reserves the right without prejudice to reject any or all proposals submitted. SURS will NOT reimburse any expenses incurred in responding to this RFP.

**Equal Opportunity**
SURS does not discriminate because of race, color, religion, creed, sex, sexual orientation, age, marital status, military status, certain unfavorable discharges from military service, political affiliation, citizenship, ancestry, national origin, physical or mental handicap or disability or any other characteristic protected by law. It is the System's intent to comply with all state, federal and local equal employment and opportunity laws and public policies.

**Terms and Conditions**
Following a review of submitted materials, if requested, selected individuals or organizations must be prepared to make a presentation or otherwise participate in an in-person interview in Champaign, IL or in Chicago, IL with SURS staff members and/or members of the SURS Board of Trustees at a date and location to be determined by SURS. SURS will not provide reimbursement for any costs incurred by the individuals or organizations associated with this presentation. Prior to the award of a contract pursuant to this RFP, selected individuals or firms must provide all requested documentation.
Appendix A: Statement of Minimum Qualifications

(Firm Name) certifies that it meets the following minimum qualifications.

Please initial each as applicable.

1. _________ The responder’s key professionals and/or organization has no material conflicts with SURS or the SURS board.
2. _________ As of December 1, 2019, the responder has a minimum of five (5) years of experience conducting architectural design and project bid management for commercial construction projects.
3. _________ Responders must provide proof of being currently licensed and insured.

Note: Additional certifications, such as National Council of Building Designers or LEED, will be viewed as a value-added differentiator but are not minimum required qualifications.

Signed: __________________________ Date: __________________________

Title: __________________________

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Appendix B: Company Organization and Diversity Questionnaire

The following questionnaire must be completed and included with your response to this RFP. Type your responses in the same order as the questionnaire, listing the question first followed by your answer.

Contact and Company Information:

Name of Individual / Organization: ________________________________
Mailing Address: ____________________________________________
City: __________________________ State: _______ Zip Code: ____ Phone: __________
Fax: __________________________
Federal Employer Identification Number: __________________________

Contact Person(s):
Name:_________________________ Phone:_________________________ Title:_________
________________________________________
Fax:_________________________ Email:_________________________
Website: ______________________

Organization Background:

1. Please provide a general description and history of the organization, its operations (please include any history of mergers and/or acquisitions), year founded, ownership structure, biographies of the principals and percentage ownership by current employees.

2. Provide a brief, descriptive statement detailing evidence of the respondent’s ability to deliver the goods or services sought under this RFP.

3. Is respondent a "Minority-owned business," meaning a business which is at least 51% owned by one or more minority persons, or in the case of a corporation, at least 51% of the stock in which is owned by one or more minority persons; and the management and daily business operations of which are controlled by one or more of the minority individuals who own it? If so, please provide a detailed explanation.

4. Is respondent a "Female-owned business," meaning a business which is at least 51% owned by one or more females, or, in the case of a corporation, at least 51% of the stock in which is owned by one or more females; and the management and daily business operations of which are controlled by one or more of the females who own it? If so, please provide a detailed explanation.

5. Is respondent a “Business owned by a person with a disability,” meaning a business that is at least 51% owned by one or more persons with a disability and the management and daily business operations
of which are controlled by one or more of the persons with disabilities who own it? A not-for-profit agency for persons with disabilities that is exempt from taxation under Section 501 of the Internal Revenue Code of 1986 is also considered a “business owned by a person with a disability.” If so, please provide a detailed explanation.

6. Does respondent’s firm/company have a formal diversity and inclusion policy or initiative? Does this policy extend to subcontractors? If so, please provide a copy of the same.

7. Does respondent’s firm/company have a formal mentorship program or offer enhanced training opportunities for minorities and/or women? If so, please provide details.

8. If selected, does respondent expect to assign any female employees, minority employees or employees with disabilities to provide any of the requested services to SURS? Please explain.
1. Please provide a fixed cost not to exceed bid for Architectural Services: Call Center Renovation as defined in Appendix F and reviewed in the mandatory walk through. Please attach additional details regarding scope and cost of services, deliverables and timeframe for completion of the architectural phase of the Call Center Renovation project.

Call Center Renovation Services: TOTAL NOT TO EXCEED Amount: ______________

2. Please provide a fixed cost not to exceed bid for Architectural Services: Counselor Area Renovation as defined in Appendix G and reviewed in the mandatory walk through. Please attach additional details regarding scope and cost of services, deliverables and timeframe for completion of the architectural phase of the Counselor Area Renovation project.

Counselor Area Renovation Services: TOTAL NOT TO EXCEED Amount: ______________

3. In addition, please provide a description and related hourly rate for all applicable architectural services available from your firm as identified in this RFP.

Please initial the following statement pertaining to travel related expenses:

________ The above costs DO include all expected travel expenses and said expenses will not be billed separately to SURS.

I, ____________________________, licensed in the State of Illinois and an authorized representative of the above-indicated firm, have reviewed and understand the __________________________ Request for Proposals, and I/we am/are prepared to provide the required services for the above costs.
ATTACH A MINIMUM OF TWO PROJECT REFERENCES, SIMILAR IN DESIGN AND SCOPE.

ATTACH PROOF OF LIMITS OF INSURANCE COVERAGE FOR PROFESSIONAL LIABILITY INSURANCE AND OTHER INSURANCE POLICIES HELD BY VENDOR THAT WOULD PROVIDE COVERAGE FOR WORK PERFORMED ON BEHALF OF SURS.
Appendix D: Addendum to Contract

ADDENDUM TO CONTRACT

In consideration of SURS entering into such contract, the Vendor/Contractor also agrees to the following:

1) If the Contractor is an individual, he or she certifies that he or she is not in default on an educational loan as provided in Section 3 of the Educational Loan Default Act, 5 ILCS 385/3.

2) The Contractor certifies that it is not barred from being awarded a contract or subcontract because of a conviction or admission of guilt for bribery or for bribing an officer or employee of the State of Illinois or any other state in that officer or employee’s official capacity as provided in Section 50-5 of the Illinois Procurement Code, 30 ILCS 500/50-5 and further certifies that it is in compliance with Section 50-37 of the Illinois Procurement Code, 30 ILCS 500/50-37.

3) The Contractor certifies that it will provide a drug free workplace by engaging in the conduct prescribed in Section 3 of the Drug Free Workplace Act, 30 ILCS 580/3.

4) The Contractor certifies that it is not barred from contracting with SURS because of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid rotating) of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E.

5) The Contractor certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

6) The Contractor certifies that no fees, commissions, or payments of any type have been or will be paid to any third party in connection with the contract to which this is an addendum, except as disclosed in the contract or an exhibit thereto as provided in 30 ILCS 500/50-25 and in 40 ILCS 5/1-145. The Contractor shall promptly notify SURS if it ever has reason to believe that this certification is no longer accurate.

7) To the extent Illinois law is applicable to Contractor, pursuant to 775 ILCS 5/2-105, Contractor agrees to:

   a) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;

   b) Comply with the procedures and requirements of the Illinois Department of Human Rights’ regulations concerning equal employment opportunities and affirmative action;

   c) Provide such information, with respect to its employees and applications for employment, and assistance as the Illinois Department of Human Rights may reasonably request; and

   d) Have written sexual harassment policies that shall include, at a minimum, the following information:

      i) The illegality of sexual harassment;
ii) The definition of sexual harassment under state law;

iii) A description of sexual harassment, utilizing examples;

iv) Contractor’s internal complaint process including penalties;


vi) Directions on how to contact the Illinois Department of Human Rights and the Illinois Human Rights Commission; and

vii) Protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Illinois Department of Human Rights upon request.

8) To the extent it applies to Contractor and this contract, Contractor agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1, et seq.

9) Contractor shall maintain, for a minimum of five (5) years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract. Contractor shall further make all such books, records, and supporting documents related to the contract available for review and audit by the internal auditor of SURS and by the Illinois Auditor General and shall cooperate fully with any audit conducted by the internal auditor of SURS and the Illinois Auditor General and will further provide the internal auditor of SURS and the Illinois Auditor General full access to all relevant materials.

10) Contractor agrees to notify the SURS Ethics Officer if it solicits or intends to solicit for employment any of the employees of SURS during the term of the contract.

11) Contractor understands that SURS and this contract are subject to the provisions of the Illinois Open Meetings Act (5 ILCS 120/1, et seq) and the Illinois Freedom of Information Act (5 ILCS 140/1, et seq).

12) Counterparts. This Agreement and Addendum may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. The counterparts of this Agreement and Addendum may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

Under penalties of perjury, Contractor certifies that its correct Federal Taxpayer Identification Number.

Contractor is doing business as a(n) (please circle applicable entity):

- Individual
- Corporation
- Real Estate Agent
- Trust or Estate
- Sole Proprietorship
- Not-for-Profit Corporation
- Governmental Entity
- Partnership
- Medical and Health Care Services Provider Corporation
- Tax Exempt Organization (IRC 501(a) only)
- Other: ___________________
Appendix E: Sample Master Services Agreement

ARCHITECTURAL SERVICES AGREEMENT

THIS ARCHITECTURAL SERVICES AGREEMENT (“Agreement” and “contract”), between ARCHITECTURAL FIRM (“ARCHITECT”) and “contractor” and the State Universities Retirement System, a body politic and corporate created under Article 15 of the Illinois Pension Code (“SURS”) is entered into to be effective as of (EFFECTIVE DATE). In consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. SCOPE OF SERVICES

(ARCHITECT) agrees to provide the architectural services to SURS as described in this Architectural Services Agreement and as outlined in “(ARCHITECT)’s Quote, Fee Schedule and/or Terms and Conditions documents” attached hereto at “Group Exhibit A.” The services to be provided by (ARCHITECT) also include the items identified by (ENGINEERING FIRM, or other expert, if applicable) that are attached hereto as “Exhibit B.”

1.1 (ARCHITECT) shall perform the work in accordance with the documents attached hereto.

1.2 Any changes to the scope of services to be provided under this Agreement shall be contained in a written amendment that must be signed by duly authorized representatives of both parties and referred to as an Amendment to this Agreement. Any such Amendment must include a detailed description of the change in the work to be performed and the cost of the adjustment, if any, to the agreed upon contract sum/price.

1.3 Any agreed upon changes to the scope of services to be provided under this Agreement shall be performed under the applicable provisions of the contract documents and (ARCHITECT) shall proceed promptly with completion of the approved changes.

2. CHARGES FOR SERVICES

SURS agrees, for and in consideration of the receipt of the architectural services to be provided by (ARCHITECT) as described in “Group Exhibit A” and as referenced in “Exhibit B” or in any subsequent amendments to this Agreement that is approved, in writing, by duly authorized representatives of both parties, to pay compensation to (ARCHITECT) as follows:

The monetary amount not to exceed $________________ for the completion of Phase I of the project shall be invoiced to SURS on a monthly basis which shall include the number of hours worked by ARCHITECT during the preceding month at the agreed upon hourly rates under
the applicable agreed upon terms as referenced herein in “Group Exhibit A” that includes the agreed upon “Fee Schedule.”

3. BILLING

(Architect) shall invoice SURS on a monthly basis for any services performed under this Agreement prior to payment.

3.1 By submitting an invoice, (Architect) certifies that the services provided and consumables delivered meet all of the requirements of the Agreement and that the amount billed is as allowed under the terms of this Agreement.

3.2 Monthly invoices shall be submitted by (Architect) for services performed must be presented to SURS within thirty (30) days of the completion of services rendered during the preceding month.

3.3 A final invoice shall be submitted only upon (Architect)’s full completion of the work to be performed under the terms of this Agreement.

3.4 The parties agree that (Architect) shall not bill SURS for any taxes as the parties acknowledge that SURS is a tax-exempt entity and the Illinois sales tax exemption number issued to SURS by the Illinois Department of Revenue is E9990-9936-07.

4. PAYMENT

Payments shall be paid in accordance with Title 80, Section 1600.130(e)(3) of the Illinois Administrative Code. Final payment may be adjusted by SURS if such adjustment is supported by a SURS audit. All recordkeeping shall be in accordance with sound accounting standards. SURS shall not be liable to pay for any goods, equipment or services under this Agreement unless the cost of said goods or services is agreed upon by the parties in writing. Final payment, constituting any unpaid balance for services rendered shall be made to (Architect) after (Architect) has fully performed its responsibilities under the terms of this Agreement.

5. ADDITIONAL TERMS, EXHIBITS, SCHEDULES

The parties agree that any additional terms contained in “(Architect)’s Quote, Fee Schedule and/or Terms and Conditions documents” attached hereto at “Group Exhibit A” and as contained in “Exhibit B” shall be construed as part of this Agreement to the extent that the terms contained therein have been fully agreed upon by the parties, in writing, and do not conflict with the terms of this Architectural Services Agreement. In any case of conflicting terms, the terms contained in this Architectural Services Agreement (not those contained in “Group Exhibit A” or “Exhibit B”) shall control.
6. **TERM OF AGREEMENT**

The term of this Agreement shall begin on the effective date noted above and shall expire on (END DATE) unless the parties agree that there is a justifiable reason to extend the time in which the work shall be completed. Any such extension must be referenced in a written amendment to this Agreement that is signed by duly authorized representatives of both parties.

7. **ENTIRE AGREEMENT, AMENDMENT OR MODIFICATION**

7.1 **Entire Agreement.** This Agreement, in conjunction with “Group Exhibit A” and “Exhibit B” constitutes the full and final expression of the agreement between the parties and supersedes all previous agreements and understandings, whether written or oral, relating to goods, equipment or services to be provided pursuant to this Agreement and pursuant to “Group Exhibit A” and “Exhibit B” attached hereto.

7.2 **Amendment or Modification.** This Agreement may be amended by mutual consent of the parties. No amendment or modification of this Agreement shall be valid or binding unless set forth in writing and executed by duly authorized representatives of both parties hereunder.

8. **COUNTERPARTS**

This Agreement may be executed in counterparts, by fax, email or wet signature, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement. The counterparts of this Agreement may be executed and delivered by email, by facsimile or by other electronic means by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

9. **TIME IS OF THE ESSENCE**

(ARCHITECT) acknowledges that time is of the essence in performing its obligations hereunder. By agreement, unless there is a delay caused by SURS, the architectural design work, resulting architectural drawings and other services outlined herein shall be completed on or before (DATE TBD FOR EACH PHASE OF PROJECT).

10. **USE OF SUBCONTRACTORS, ASSIGNMENTS, TRANSFERS.**
Subcontracting, assignment or transfer of all or part of the interests of (ARCHITECT) in the work covered by this Agreement is prohibited without the prior written consent of SURS.

10.1 In the event that SURS gives such consent, the terms and conditions of this Agreement shall apply to and bind the party or parties to whom such work is subcontracted, assigned or transferred as fully and as completely as (ARCHITECT) is hereby bound and obligated.

10.2 (ARCHITECT) shall not employ any person or persons employed by SURS at any time during the term of this Agreement for any work required by the terms of this Agreement.

11. ADDITIONAL DUTIES AND RESPONSIBILITIES OF CONTRACTOR

Responsibility for employees and subcontractors. (ARCHITECT) shall be responsible for the acts and omissions of its employees, subcontractors, sub-subcontractors and their agents and employees, and other persons or entities performing portions of the work for, or on, behalf of (ARCHITECT) or any of its subcontractors or sub-subcontractors, if consented to by SURS.

12. TRAVEL EXPENSES FOR ON-SITE WORK AT SURS

The parties do not expect ARCHITECT to charge for any travel time or travel or lodging expenses as part of its performance of the work covered by this agreement. If it is determined that ARCHITECT’s personnel expect to incur travel or lodging expenses associated with the work to be performed under this architectural services agreement, any travel or lodging expenses expected to be incurred by ARCHITECT’s personnel was included in the not-to-exceed pricing given by vendor in its response to the RFP.

13. WARRANTY AND DUTY OF CARE

(ARCHITECT) represents and warrants that all services provided will be performed in a good, workmanlike, timely and professional manner. (ARCHITECT) shall provide personnel who have the appropriate technical skills and experience. If proper consent is given for the use of subcontractors or sub-subcontractors, (ARCHITECT) shall be responsible for the negligent and/or willful acts or omissions of its agents, employees, subcontractors and sub-subcontractors for any and all claims arising therefrom. (ARCHITECT) further represents and warrants that the services provided will conform to the descriptions and statements forth in “Group Exhibit A” and “Exhibit B” attached hereto. In the event that SURS determines that any individual performing services for (ARCHITECT) is not providing such skilled services, it shall promptly notify (ARCHITECT) and (ARCHITECT) shall promptly replace that individual.

14. FORCE MAJEURE
Neither party shall be responsible for delay or failure to perform hereunder to the extent such delay or failure is due to unforeseeable circumstances beyond its reasonable control and not due to its negligence including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, governmental prohibition, major equipment failures, fluctuations or non-availability of electrical power or telecommunications equipment, or other conditions beyond the control of the parties. If (ARCHITECT)’s performance is delayed by force majeure, (ARCHITECT) will discuss the situation with SURS as soon as the situation is identified and together the parties will determine whether the Agreement term may be extended for full performance. If an event of force majeure continues for more than thirty (30) days, either party may, at its option, terminate the Agreement.

Per the termination clause contained herein, if either party elects to terminate the contract as a result of force majeure, (ARCHITECT) agrees to cooperate with SURS to provide for an orderly transition of the services to SURS at the time of any such termination. (ARCHITECT) will render a final bill to SURS for the pro-rata share of work properly performed up to and including the date the notice of termination for force majeure is received and for any work specifically approved by SURS to be completed by (ARCHITECT) between the date the termination notice is received and the actual termination date. SURS will pay (ARCHITECT) in accordance with the compensation and billing terms contained herein for the pro-rata share of the work performed up to and including the date the notice of termination is received and for any work specifically approved by SURS to be completed by (ARCHITECT) between the date the termination notice is received and the actual termination date.

15. INDEPENDENT CONTRACTOR STATUS

(ARCHITECT)’s personnel are not, and shall not be considered, employees of SURS for any purpose whatsoever. (ARCHITECT) shall be responsible for payment of all taxes, fees, and claims, including without limitation workers’ compensation, and any other liabilities related to (ARCHITECT)’s business operations.

16. INSURANCE

(ARCHITECT) shall purchase and maintain sufficient insurance to properly cover and protect SURS, its employees and trustees for the work to be performed by (ARCHITECT) on this architectural services project as outlined by “Group Exhibit A.” SURS shall be named as an additional insured on said policy(ies).

16.1 Contractor Liability Insurance. (ARCHITECT) shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Illinois such insurance as will protect (ARCHITECT) from claims set forth below which may arise out of or result from (ARCHITECT)’s architectural services to be provided under this agreement to cover any and all claims for which (ARCHITECT) may be legally liable, whether such operations be by (ARCHITECT) or by a subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
i. Claims under workers’ compensation, disability benefit and other similar employee benefit acts that are applicable to the work to the services provided under the terms of the contract documents;

ii. Claims for damages because of bodily injury, occupational sickness or disease, or death of (ARCHITECT)’s employees;

iii. Claims for damages because of bodily injury, occupational sickness or disease, or death of any person other than (ARCHITECT)’s employees;

iv. Claims for damages insured by usual personal injury liability coverage;

v. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;

vi. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

vii. Claims for bodily injury or property damage arising out of completed operations; and

viii. Claims involving contractual liability insurance applicable to (ARCHITECT)’s obligations under the indemnification provisions found in section 23 contained herein.

16.2 Liability Limits. (ARCHITECT) agrees that the insurance required by section 16.1 shall be written for not less than $1 Million Dollars per person, per occurrence or as otherwise required by law, whichever is greater. Coverages, whether written or on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the work until the date the overall renovation project is complete and the selected general contractor has received its final payment.

16.3 Deductibles. If the property insurance maintained by (ARCHITECT) requires deductibles, (ARCHITECT) shall pay costs not covered because of such deductibles.

16.4 Certificates of Insurance. Certificates of Insurance shall be filed with SURS prior to commencement of the work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by section 16 and referenced in (ARCHITECT)’s Terms and Conditions included in “Group Exhibit A” shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days’ prior written notice has been given to SURS following the completion of the renovation project at issue. An additional certificate evidencing continuation of liability coverage shall be submitted with the final invoice for final payment as identified in Section 3 herein and thereafter upon renewal or replacement of such coverage until the expiration of the time required herein. Information concerning reduction of coverage on account of revised limits for claims paid under the General Aggregate, or both, shall be furnished by (ARCHITECT) with reasonable promptness.
16.5 **Required terms.** (ARCHITECT) shall cause the commercial liability coverage required by this Agreement to include (1) SURS, its executive director and employees and its board of trustees as additional insureds for claims caused in whole or in part by (ARCHITECT)’s willful and/or negligent acts or omissions.

16.6 **SURS’ Liability Insurance.** SURS shall be responsible for purchasing and maintaining SURS’ usual liability insurance.

16.7 **Settlements.** SURS, as fiduciary, shall have the power to adjust and settle a loss with insurers unless (ARCHITECT) shall object in writing within five days after the occurrence of loss that gives rise to SURS’ right to exercise this power. If such objection is made, the dispute shall be resolved in the manner outlined in this Agreement.

17. **BANKRUPTCY**

(ARCHITECT) shall promptly notify SURS if (ARCHITECT) becomes insolvent, files a petition in bankruptcy, becomes a party to an involuntary bankruptcy proceeding, or makes an assignment for the benefit of creditors. In such an event, SURS may immediately terminate all or any portion of this Agreement upon prompt written notice.

18. **WAIVER AND WAIVER OF DEFAULT**

18.1 **General.** No failure to exercise and no delay in exercising on the part of any party, any right, power or privilege hereunder will operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder will preclude any party from further exercise of the same right or the exercise of any other right.

18.2 **Waiver of Default.** Waiver by any party of default of the other party will not be deemed to be a waiver of any other default irrespective of whether such default is similar.

18.3 No action or failure to act by SURS or (ARCHITECT) shall constitute a waiver of a right or duty afforded them under this Agreement, nor shall such an action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

19. **SEVERABILITY**

Should any term of this Agreement, for any reason be held to be illegal or unenforceable, the remaining terms of this Agreement will continue in full force and effect, and the offending term will be limited or deleted to the extent necessary, to make it enforceable. The parties agree
to negotiate in good faith to agree upon a modified term which reflects the original intent of the parties.

20. CONFIDENTIALITY

Both parties acknowledge that in the negotiation and performance of this Agreement, confidential and proprietary information of each may be made available to the other. (ARCHITECT) shall at all times comply with all security regulations applicable to the information it receives from SURLS. Materials belonging to SURLS shall be safeguarded by (ARCHITECT) in compliance with all applicable federal and state of Illinois privacy laws. All membership information shall be kept in the strictest of confidence and appropriately safeguarded. (ARCHITECT) shall not release any membership records/information, regardless of the form in which it is stored or appears, to outside parties for any reason, except when required by law or allowed by SURLS in compliance with the SURLS Confidential Information Disclosure Statement which in included in its entirety within this section. (ARCHITECT) shall promptly notify SURLS if there is a breach of confidential SURLS information. Neither party will disclose the information to any third party without prior written consent from the other party.

The information received from SURLS will only be used by (ARCHITECT)’s employees, agents and consultants whose duties justify the need for access to the information provided by SURLS and who have agreed to abide by the obligations of secrecy and limited use commensurate with this Agreement. These obligations will apply to verbal information as well as to all written documentation received from SURLS.

(ARCHITECT) and SURLS agree that the following terms and conditions apply when one of the parties (“Discloser”) discloses confidential information (“Information”) to the other (“Recipient”) under this Agreement. Both parties agree that our mutual objective under this Agreement is to provide appropriate protection for confidential information while maintaining our ability to conduct our stated mission and business activities.

20.1 Disclosure of Confidential Information. Confidential information may be disclosed in a number of ways. An authorized agent, employee or contractor may disclose information:

a) in writing;
b) by delivery of items;
c) posted or within view within a party’s facilities;
d) by initiation of access to information, such as may be contained in a database or computer system;
e) by oral or visual presentation

Confidential information may be marked with a restrictive legend of the confidentiality. Confidential information may be unmarked, but of the type that appears to be account numbers, social security numbers, or confidential employee or account holder or other member information. If a contractor or business partner is in doubt, they should ask their contact to verify the confidentiality of the information.
20.2 **Obligation of Confidentiality.** The Recipient shall use the same care and discretion to avoid disclosure, publication or dissemination of Information as it uses with its own similar information that it does not wish to disclose, publish or disseminate. The Recipient may use confidential information for purposes of approved business by Discloser or authorized agents thereof that does not violate such obligation of confidentiality.

The Recipient may disclose Information to:

a) its employees and employees of its parent and subsidiary companies who have a need to know; and

b) Any other party with the Discloser’s prior written consent. Before disclosure to any of the above parties, the Recipient will have a written agreement with such party sufficient to require that party to treat confidential information in accordance with this agreement.

The Recipient may disclose information to the extent required by law. However, the recipient must (unless prohibited by applicable law or governmental authority from doing so) give the Discloser prompt notice and the opportunity to review the request, to redact confidential information not required to be disclosed, to respond to the request for disclosure and the opportunity to make a reasonable effort to obtain a protective order if deemed necessary by the Discloser prior to disclosure.

20.3 **Confidentiality Period.** Disclosed confidential information of members, or employees continues to be subject of this Agreement indefinitely following the disclosure date. Other disclosed confidential information not of a personal nature (account numbers, member information or employee information) continues to be subject of this agreement for a period of two (2) years after the completion of work or contract termination.

20.4 **Exceptions.** No obligation of confidentiality applies to any information that the Recipient:

a) already possesses without obligation of confidentiality;

b) develops independently; or

c) rightfully receives without obligation or confidentiality from a third party and is not comprised of account numbers, employee information or confidential member information.

21. **TERMINATION OF THE AGREEMENT FOR CAUSE**

Either party may terminate this Agreement for cause with seven (7) days’ written notice due to a material breach committed by the other party that is not cured within ten (10) calendar days. If such a termination occurs, (ARCHITECT) shall only be entitled to receive compensation for work properly completed before the Agreement was terminated for cause.
22. ALTERNATIVE DISPUTE RESOLUTION

22.1 Mediation. If the parties are unable to resolve any disputes concerning the enforcement of this Agreement and any issues relating to said Agreement between themselves, any such disputes shall be subject to non-binding mediation before either party may commence any legal action against the other regarding said disputes as outlined in Section 35 contained herein. Together the parties shall select a Mediator and the parties shall agree in advance as to the maximum amount of time they will participate in mediation in an effort to resolve their disputes. Duly authorized and necessary agents of both parties agree to be physically present and actively participating in the mediation. All associated mediation fees will be shared equally by the parties (50/50). Any agreements reached between the parties will be memorialized, in writing, in a Memorandum of Understanding (“MOU”), before the mediation concludes and said MOU will be signed by duly authorized agents representing both parties. If either party refuses to mediate after reasonable requests for mediation have been made, the other party may obtain the court’s assistance to enforce this provision of the Agreement and order the parties to participate in mediation. The mediation shall take place in the county where the project is located unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in the jurisdiction/venue identified as governing this Agreement.

22.2 Arbitration. The parties to this Agreement have no right to pursue arbitration of any disputes concerning the terms and enforcement of this Agreement. If the parties are unable to resolve their disputes after mediation, either party may pursue legal action or any other remedy legally available to them to resolve any issues in dispute concerning the Agreement.

23. INDEMNIFICATION AND IMMUNITIES

To the fullest extent allowed by law, (ARCHITECT) shall indemnify, defend and hold harmless at all times SURS, its trustees, officers, employees and agents, against, any and all loss, claims, damages, liabilities joint and several, expenses, judgments, fines, settlements and other amounts (“Losses”) that the SURS may incur or suffer as a result of (i) any breach of this Agreement by (ARCHITECT), (ii) any material misrepresentation made by (ARCHITECT), (iii) any negligent or willful act or negligent or willful failure to act by any (ARCHITECT) personnel, subcontractors or sub-subcontractors that is attributable to any death, illness, personal injury, or injury to or destruction of tangible property caused by (ARCHITECT), its officers, agents, employees or subcontractors. (ARCHITECT) shall pay, as incurred, all damages, costs, fees and expenses (including reasonable attorneys' fees of counsel chosen by SURS) relating to any claim, action, suit or other proceeding brought against SURS.

23.1 SURS reserves, and (ARCHITECT) recognizes such reservation of, all immunities, defenses, rights or actions arising out of the SURS’ sovereign status, including those arising under the Eleventh Amendment to the United States
Constitution. No provision of the Agreement or any other agreement related to the Agreement shall be construed as a waiver or limitation of the immunities, defenses, rights or actions described in the previous sentence.

23.2 Surs shall give prompt notice of any such claim for which Surs requires indemnification and shall provide (Architect) with all reasonable assistance, at (Architect)’s expense, that (Architect) may reasonably request in connection with the defense of such claim. Surs, at its sole expense, shall have the right also to participate in the defense of any such claim through additional counsel of its choosing. No settlement that imposes any liability or obligation on Surs shall be made without the prior written consent of the Surs Board of Trustees.

23.3 INDEMNIFICATION LIMITS OF Surs. Surs maintains that the Illinois Pension Code may limit its authority to indemnify third parties. (Architect) acknowledges and agrees that Surs shall not have any obligation to indemnify any party pursuant to this Agreement or the transactions contemplated hereby to the extent prohibited by laws, statutes, regulations and judicial interpretations in effect as of the date of this Agreement.

24. DAMAGES

Each party shall be liable to the other party for that portion of any direct damages that result from such party’s willful misconduct, negligence, breach of contract or other wrongful conduct arising out of or relating to this Agreement. In no event shall either party be liable to the other party or to any third party, whether in contract or tort (including negligence), warranty or otherwise, for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the Contract, even if the party has been advised of the possibility of such damages.

25. GOVERNING LAW; VENUE

This Agreement and (Architect)’s obligations and services hereunder must be performed in compliance with all applicable federal and state laws. This Agreement shall be enforced, governed and construed in all respects in accordance with the laws of the state of Illinois to the extent such laws are not pre-empted by the laws of the United States of America. (Architect) agrees that it will bring any suit, action, claim or proceeding in, and will submit to (and consents and waives any objection to) the jurisdiction of the Illinois Court of Claims in connection with any claim asserted against Surs arising out of, or in connection with, this Agreement. In addition, (Architect) hereby submits to (and consents and waives any objection to) the jurisdiction of each of the Sixth Judicial Circuit of Illinois, Champaign County, Urbana, Illinois and the United States District Court for the Central District of Illinois in Urbana, Illinois in respect of any suit, action, claim or proceeding brought by Surs arising out of, or in
connection with, this Agreement. SURS does not waive sovereign immunity by entering into this Agreement.

26. ATTORNEY’S FEES, COSTS AND EXPENSES

The parties shall bear the cost of their own attorney’s fees, associated costs and all other expenses incurred in any matter relating to the enforcement of this Agreement or relating to the breach of this Agreement except as to those matters referenced in section 23 above where (ARCHITECT) would owe indemnification to SURS.

27. SECTION HEADINGS

Section headings have been included in this Agreement merely for convenience of reference. They are not to be considered part of this Agreement or to be used in the interpretation hereof.

28. NOTIFICATION

Notices and any other communication provided for herein shall be given in writing to the contacts designated below by registered or certified mail, return receipt requested, by receipted hand delivery, by courier (UPS, Federal Express, or other similar and reliable carrier), by email, or by fax showing the date and time of successful receipt. Each such notice shall be deemed to have been provided at the time it is actually received. Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery, to the last business address known to the party giving notice as identified below. By giving proper notice, either party may change the following contact information:

Contractor: (ARCHITECTURAL FIRM NAME)
Street address
City, ST, Zip
Attention: __________________________
Phone: xxx-xxx-xxxx
Fax: xxx-xxx-xxxx
Email: _____________________________

SURS: State Universities Retirement System
Attention: Executive Director and General Counsel
1901 Fox Drive
29. STATUTORY PROVISIONS AND CERTIFICATIONS

By executing this contract and by signing at the end of this specific section, attests to and certifies to the following:

29.1 If (ARCHITECT) is an individual, he or she certifies that he or she is not in default on an educational loan as provided in Section 3 of the Educational Loan Default Act, 5 ILCS 385/3.

29.2 (ARCHITECT) certifies that it is not barred from being awarded a contract or subcontract because of a conviction or admission of guilt for bribery or for bribing an officer or employee of the state of Illinois or any other state in that officer or employee’s official capacity as provided in Section 50-1 of the Illinois Procurement Code, 30 ILCS 500/50-5 and further certifies that it is in compliance with Section 50-37 of the Illinois Procurement Code, 30 ILCS 500/50-37.

29.3 (ARCHITECT) certifies that it will provide a drug free workplace by engaging in the conduct prescribed in Section 3 of the Drug Free Workplace Act, 30 ILCS 580/3.

29.4 (ARCHITECT) certifies that it is not barred from contracting with SURS because of a violation of either Section 33E-3 (bid-rigging) or 33E-4 (bid-rotating) of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E.

29.5 (ARCHITECT) certifies that neither it nor any substantially owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act.

29.6 (ARCHITECT) certifies that no fees, commissions, or payments of any type have been or will be paid to any third party in connection with this contract, except as disclosed in the contract or in an exhibit thereto. (ARCHITECT) shall promptly notify SURS if it ever has reason to believe that this certification is no longer accurate.

29.7 To the extent Illinois law is applicable to (ARCHITECT) pursuant to 775 ILCS 5/2-105, agrees to:

a) Refrain from unlawful discrimination and discrimination based on citizenship status in employment and undertake affirmative action to
assure equality of employment opportunity and eliminate the effects of past discrimination;

b) Comply with the procedures and requirements of the Illinois Department of Human Rights’ regulations concerning equal employment opportunities and affirmative action;

c) Provide such information, with respect to its employees and applications for employment, and assistance as the Illinois Department of Human Rights may reasonably request; and

d) Have written sexual harassment policies that shall include, at a minimum, the following information:

   i) The illegality of sexual harassment;

   ii) The definition of sexual harassment under state law;

   iii) A description of sexual harassment, utilizing examples;

   iv) (ARCHITECT)’s internal complaint process including penalties;


   vi) Directions on how to contact the Illinois Department of Human Rights and the Illinois Human Rights Commission; and

   vii) Protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Illinois Department of Human Rights upon request.

29.8 To the extent it applies to (ARCHITECT) and this Contract, (ARCHITECT) agrees to comply with the Illinois Prevailing Wage Act, 820 ILCS 130/1, et. seq.

29.9 (ARCHITECT) shall maintain, for a minimum of five (5) years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Contract. (ARCHITECT) shall further make all such books, records and supporting documents related to the Contract available for review and audit by the internal auditor of SURS and by the Illinois Auditor General and shall cooperate fully with any audit conducted by the internal auditor of SURS and the Illinois Auditor General and will further provide the internal auditor of SURS and the
Illinois Auditor General full access to all relevant materials. See section 9.1 above for additional agreement terms regarding return of documents, data and records.

29.10 (ARCHITECT) agrees to notify the SURS ethics officer if it solicits or intends to solicit for employment any of the employees of SURS during the term of the Contract.

29.11 (ARCHITECT) understands that SURS and this Contract are subject to the provisions of the Illinois Open Meetings Act (5 ILCS 120/1, et. seq.) and the Illinois Freedom of Information Act (5 ILCS 140/1, et. seq.).

Under penalties of perjury, certifies that _________________ is its correct Federal Taxpayer Identification Number.

(ARCHITECT) certifies that it is doing business as a(n) (please circle or highlight the applicable entity):

Individual

Sole Proprietorship

Partnership

Corporation

Not for Profit Corporation

Medical and Health Care Services Provider Corporation

Real Estate Agent

Government Entity

Tax Exempt Organization (IRC 501(a) only)

Trust or Estate

Other: ___________________________ (please specify)

Certified / Dated this ____________ day of ____________________________, 20xx.

Contractor: (ARCHITECT)
30. THIRD PARTY BENEFICIARIES

This Agreement is for the benefit of the parties to the Agreement and it does not confer any rights or privileges upon any Third Parties.

31. SUCCESSORS AND ASSIGNS

SURS and (ARCHITECT) respectively bind themselves, their partners, successors and assigns and legal representatives to covenants, agreements and obligations contained in the contract documents. Neither party to the contract shall assign the contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Agreement.

32. DULY AUTHORIZED SIGNATURES

For SURS:

The undersigned, Martin M. Noven, is the executive director of State Universities Retirement System and he is duly authorized by SURS to sign this Agreement on behalf thereof. He and anyone he may designate in the future as being authorized to sign any amendments presented under this Agreement on behalf of SURS will have the same authority.

For (ARCHITECT):

The undersigned, ______________________ is the ______________________ of (architect)and he/she has such been duly authorized by (architect) to sign this Agreement on behalf thereof. He/She and anyone he/she may designate in the future as being authorized to sign any amendments presented under this Agreement on behalf of (ARCHITECT) will have the same authority.
IN WITNESS WHEREOF, the State Universities Retirement System of Illinois and (ARCHITECT) have caused this contract to be executed with the effective date referenced on page one of this Agreement.

SIGNED for and on behalf of:
STATE UNIVERSITIES RETIREMENT SYSTEM

_________________________________________  By:  Martin M. Noven
Date  Executive Director

SIGNED for and on behalf of:
(ARCHITECT)

_________________________________________  By:
Date  Print name

_________________________________________  Title
Appendix F: Call Center Renovations – Scope of Services

The SURS call center is the first project associated with this RFP award. An as-built drawing of the current space will be provided at the scheduled walk through. We estimate the square footage for this area to be 2,538.

A mandatory walk through of this area will be conducted per the RFP schedule – all interested firms must participate in this walkthrough as this is the most direct way of understanding SURS’ needs for this project.

SURS’ NEEDS FOR THE CALL CENTER SPACE:

- Create an open, modern, bright call center with room to accommodate growth
- Accommodates modular cubicles for member service representatives (6’ x 7.5’) per SURS furniture specification
- Current staff size is 14, with 13 member service representatives and one manager, but additional growth is expected
- Space for at least one manager office and space for at least 20 member service representatives
- Include a collaborative space for small group meetings
- Noise control/reduction
- New energy efficient lighting
- New paint, carpeting and possibly ceiling tiles (depending on noise reduction item above)
- Renovation of small kitchenette area, additional counter space – perhaps counter height seating
- Locations for mounting two to three call center monitors, to be visible by all staff

ARCHITECT SERVICES/DELIVERABLES:

- Evaluate the space, make recommendations on how to repurpose to better meet our needs while making the best use of the space
- Generate conceptual design drawings and modify as needed
- Considerations and recommendations for noise reduction
- Design and recommendations for renovation of kitchenette area
- Compliance with Americans with Disabilities Act requirements, and other code requirements
- Generate plans and final drawings for general contractor to generate a bid for the construction phase of this project. Plans must conform with generally accepted architectural and engineering practices, and comply with all applicable codes and regulations
- Provide cost estimates for construction, and review submitted construction bids on behalf of SURS
- Acquire necessary zoning approvals and permits, if required coordinate the design of utility connections with local utility provider and obtain necessary approvals
- Coordinate with SURS operating engineer, project manager and general contractor during planning and construction
- Review and evaluate submittals for general contractor change orders
• Oversight, inspection and construction administration (not management). Give final approval that construction phase is completed per the specifications

• Review and approve periodic invoices submitted by general contractor as a condition of payment to the general contractor

**NOT IN SCOPE:** The selected architectural firm is not expected to conduct any contractor bidding activities at this time – SURLS currently has a master agreement in place with a general contractor.
Appendix G: Counselor Area Renovations – Scope of Services

The counselor area at SURS is the second project associated with this RFP award. An as-built drawing of the current space will be provided at the scheduled walk through. We estimate the square footage for this area to be 3,896.

A mandatory walk through of this area will be conducted per the RFP schedule – all interested firms must participate in this walkthrough as this is the most direct way of understanding SURS’ needs for this project.

SURS’ NEEDS FOR THE COUNSELING CENTER SPACE:

- An innovative, modern design that will accommodate as many private offices (10’ x 15’9”) as will comfortably fit in the space
- It is important that the design elements maximize the potential for natural light within each office
- Collaborative/meeting space for counselors – this may be accomplished by reconfiguring an existing, adjacent conference room which is included in the approximate square footage or incorporating such space into the overall redesign of the designated counseling space
- Privacy within each counselor office is crucial, i.e. noise control/reduction
- New energy efficient lighting
- New paint, carpeting and possibly ceiling tiles (depending on noise reduction item above)

ARCHITECT SERVICES/DELIVERABLES:

- Evaluate the space, make recommendations on how to repurpose to better meet our needs while making the best use of the space
- Generate conceptual design drawings and modify as needed
- Considerations and recommendations for noise reduction
- Compliance with Americans with Disabilities Act requirements, and other code requirements
- Generate plans and final drawings for general contractor to generate a bid for the construction phase of this project. Plans must conform with generally accepted architectural and engineering practices, and comply with all applicable codes and regulations
- Provide cost estimates for construction, and review submitted construction bids on behalf of SURS
- Acquire necessary zoning approvals and permits, if required coordinate the design of utility connections with local utility provider and obtain necessary approvals
- Coordinate with SURS operating engineer, project manager and general contractor during planning and construction
- Review and evaluate submittals for general contractor change orders
- Oversight, inspection and construction administration (not management). Give final approval that construction phase is completed per the specifications
- Review and approve periodic invoices submitted by general contractor as a condition of payment to the general contractor
**NOT IN SCOPE:** The selected architectural firm is not expected to conduct any contractor bidding activities at this time – SURS currently has a master agreement in place with a general contractor.