

**CONTRACT BETWEEN CHAMPAIGN COUNTY
REGIONAL PLANNING COMMISSION AND
PAUL A. KNIGHT DBA DOMUS PLUS**

Table of Contents

Article 1.	Identification of Parties	3
Article 2.	Supplies and/or Services	3
Article 3.	Term and Termination	4
Article 4.	Compensation	5
Article 5.	Notices	6
Article 6.	Indemnification	7
Article 7.	Subcontracts	9
Article 8.	Confidentiality	9
Article 9.	Intellectual Property Rights	10
Article 10.	Record Retention and Audits	10
Article 11.	Additional Statutory and Regulatory Terms	11
Article 12.	Insurance	12
Article 13.	General Terms	12
Attachments	Exhibit A-Certifications	14
	Exhibit B-University of IL, Urbana-Champaign Invitation to Bid and Subsequent Response	
	Exhibit C-Scope of Work	

Contract for Procurement of Supplies and Services

ARTICLE 1. Identification of Parties

The parties to this contract are:

(a) Indoor Climate Research & Training (henceforth referred to as "ICRT"), as a part of Champaign County Regional Planning Commission (henceforth referred to as "CCRPC") and (b) Paul A. Knight dba Domus Plus ("Vendor").

ARTICLE 2. Supplies and/or Services

21. Supplies and/or Services. Vendor will deliver the following "Supplies" and/or perform the following "Services" and will obtain at Vendor's expense all necessary licenses and permissions necessary for Vendor's delivery and/or performance:

Vendor will provide technical consultation, as well as design curricula and teach classes for ICRT on Home Weatherization per mandatory specifications outlined in the attached Scope of Work (SoW).

22. Work Product. As part of Vendor's performance of Services, Vendor will furnish to ICRT-CCRPC the following work product ("Work Product"):

Exhibit C Scope of Work Domus Plus Paul Knight Effective July 1, 2024-June 30, 2025 AND according to the terms of the vendor's response to the RFP through the University of Illinois, Urbana-Champaign's IFB 1JNM2102 as exhibit B, attached, and continuing through the Champaign County Regional Planning Commission.

23. Discrepancies/Questions. If any discrepancies or questions arise during Vendor's performance of the contract, Vendor is responsible for obtaining written clarification from ICRT's management team before delivering the Supplies and/or providing the Services at issue. Vendor waives all claims for adjustment arising from Vendor's delivery of Supplies and/or performance outside what is described in Section 2.1, without the approval of ICRT management.

24. Warranty. Unless otherwise agreed to in writing by the parties, Vendor warrants that (1) all Supplies furnished under this contract will be free of defects in material and workmanship, without liens or encumbrances of title, and will conform to applicable written drawings, specifications and other data, and if not of ICRT's specified design, will be free of design defects and will be fit and sufficient for the purpose intended; and/or (2) the Services (i) will be performed in a timely, competent, workmanlike and professional manner and (ii) will conform to the contract specifications, documentation and requirements and to applicable industry standards for quality. All warranties, whether express or

prescribed by law, shall extend for the longer of: (a) 180 days from delivery of Supplies or performance of Services; (b) the warranty period expressly provided by Vendor; or (c) the period set forth by law.

25. **Title/Risk of Loss.** Unless otherwise stated on the face of the associated Purchase Order, title to all Supplies furnished under this contract and risk of loss shall pass to ICRT upon delivery at final destination and acceptance by ICRT; all shipments must be fully insured by Vendor, unless otherwise stated, and Vendor shall select the carrier and bear freight cost.
26. **Inspection and Acceptance.** All Services provided and Supplies delivered under this contract must comply with applicable specifications and are subject to final inspection by ICRT, notwithstanding any prior payments or inspections by ICRT. ICRT may, at its option and without invalidating the remainder of this contract, direct Vendor to (a) promptly remove defective Supplies and issue a credit for the full value of the defective Supplies; (b) repair or replace defective Supplies; or (c) re-perform non-conforming Services at Vendor's expense and risk.

ARTICLE 3. Term and Termination

31. **Term.** This contract shall become binding as of 1 July 2024 and remains in effect through 30 June 2025. The contract is subject to annual renewal by ICRT-CCRPC.
32. **Right to Renew.** This contract is renewable at ICRT-CCRPC'S election on the same terms and conditions except for any price adjustments permitted under Section 4.4. The terms of renewal are for 2 one-year periods. ICRT-CCRPC may exercise its renewal right, if any, by providing written notice to Vendor not less than 30 days before the expiration date of the contract. Notwithstanding the foregoing, any renewal that includes a price adjustment must be memorialized by a written amendment that is signed by both parties. Vendor has no right of renewal.

33. Termination for Cause. A party that defaults in performance or commits a material breach of this contract (“defaulting party”) shall have 10 days to cure the default or breach after receiving notice from the other party. The non-defaulting party may terminate this contract without further notice and pursue other available legal remedies if the defaulting party fails to cure the breach within the prescribed period, or within such other period of time that is agreed by the parties in writing.

34. Termination for Convenience. ICRT-CCRPC may terminate this contract for convenience and without any cause by providing at least 30 calendar days' prior written notice to Vendor.

35. Termination for Non-Appropriation. This contract is subject to termination in any year for which the General Assembly fails to make an appropriation to make payments under the contract.

36. Effect of Termination. In the event of early termination, Vendor shall stop performance in accordance with the notice of termination and shall submit to ICRT a final bill for Supplies delivered and/or Services performed up to the date of termination. ICRT-CCRPC is not obligated to pay Vendor for Services until Vendor provides all Work Product that is in progress or completed as of the date of termination. Vendor must comply with ICRT's instructions to either destroy or return to ICRT-CCRPC all information previously furnished to Vendor.

ARTICLE 4. Compensation

41. Compensation. ICRT-CCRPC shall pay Vendor compensation at the rate outlined in **Exhibit C** Scope of Work Domus Plus Paul Knight Effective July 1, 2024-June 30, 2025 for Supplies delivered and/or Services performed to ICRT-CCRPC's reasonable satisfaction in accordance with the Supplies and/or Services set forth in Section 2.1 above and with the specifications and requirements set forth in Section 2.2 above, if any. ICRT-CCRPC shall reimburse Vendor for expenses not included in the compensation rate only if preauthorized in writing by ICRT's representative. Expenses shall be reimbursable only if submitted with all supporting documentation reasonably required by ICRT-CCRPC, whose obligation for total compensation, including authorized expenses, shall not exceed those in the applicable SoW, Exhibit C, unless approved through written agreement.

42. Billing and Payment. In order to be paid, Vendor must submit a proper invoice to Indoor Climate Research & Training no more frequently than

monthly. A proper bill must include: itemized detail, invoice number, invoice date, invoice amount, remittance address and the Munis contract number. ICRT-CCRPC will either approve the bill for payment, or deny a bill with defects, in accordance with the State Prompt Payment Act (30 ILCS 540) (the "Act").

43. Withholdings. ICRT-CCRPC may withhold or may void any invoice to the extent it deems necessary to protect from loss due to Vendor's: (a) unsatisfactory performance; (b) failure to pay subcontractors; (c) damage to ICRT property; or (d) incomplete, inaccurate or unauthorized billing. ICRT-CCRPC may withhold final payment until Vendor has delivered all Supplies and/or performed all Services to ICRT-CCRPC's reasonable satisfaction in accordance with the specification and/or requirements identified in Article 2.

44. Price Adjustments upon Renewal. Because renewals are permitted, Vendor must notify ICRT-CCRPC at least 90 calendar days prior to the contract expiration date of any changes to rates and price schedules. Any rate changes shall be negotiated between ICRT/CCRPC and Vendor based on funding availability and program needs, with subsequent change approval by IDCEO. The parties will reflect any rate/price changes in the contract renewal for the new plan year.

ARTICLE 5. Notices

5.1 Delivery. To be enforceable, all notices must be in writing and delivered to the party's representative(s) named below, appropriate to the nature of the notice, by either certified mail, return receipt requested, or commercial carrier with delivery receipt. Notices are effective upon receipt by the designated representative. A party may change its representative at any time by written notice to the other party.

5.2 Directing Notices. Vendor shall direct all general notices or matters of contract interpretation to ICRT's management team and notices involving technical or scheduling issues to ICRT's Technical Representative. Vendor must include its contract number in any notice. Vendor shall direct all formal legal notices to CCRPC.

ARTICLE 6 Indemnification

Vendor shall indemnify CCRPC, its officers, employees, trustees, students, and agents against all demands, claims, damages, liabilities, expenses and reasonable attorney fees and costs arising out of the performance of this contract by Vendor, its employees, subcontractors, and agents. This indemnification obligation shall survive the termination or the expiration of the contract and any order made under it.

ARTICLE 7 Subcontracts

Vendor shall provide an attachment listing all known or anticipated subcontracts. The attachment shall include the proposed value of each subcontract and the name and address of the subcontractor. Vendor shall not subcontract any portion of the Supplies and/ or Services without CCRPC's written permission and shall promptly notify I C R T - C C R P C of any proposed change in subcontractors, together with all relevant information requested.

The Vendor is fully responsible for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them. Nothing contained in this AGREEMENT shall create any contractual relation between any Subcontractor and the ICRT-CCRPC. The Vendor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind subcontractors to the Vendor by the terms of the General Conditions and other contract documents insofar as applicable to the work of subcontractors and to give the Vendor the same power as regards terminating any subcontract that ICRT/CCRPC may exercise over the Vendor under the provision of the contract documents. Nothing contained in this contract shall create any contractual relation between any subcontractor and the ICRT/CCRPC.

ARTICLE 8 Confidentiality

8.1. General. Vendor must treat all information relating to this contract as confidential.

Unless required by law, or authorized by CCRPC in writing, Vendor shall not disclose CCRPC Information to third parties or use CCRPC Information for any purpose other than in delivering the Supplies and/or performing the Services.

8.2. Illinois Personal Information Protection Act, 815 Ill. Comp. Stat. 530 (PIPA).

Vendor will cooperate in good faith with ICRT-CCRPC to maintain security and integrity of *personal information* in compliance with PIPA.

ARTICLE 9. Intellectual Property Rights

9.1. Title to Work Product and Inventions. Unless otherwise agreed in writing by ICRT-CCRPC, all works of authorship delivered by Vendor under this contract (“Work Product”) shall be considered “works made for hire” under U.S. copyright laws and shall be the exclusive property of ICRT-CCRPC with all rights to make, use, sell, reproduce, distribute, publish, display, and prepare derivative works without further obligation to Vendor. Vendor will not place any restrictive markings upon Work Product. Any inventions, discoveries, or improvements, whether patentable or unpatentable, made by Vendor or its personnel in performing this contract (“Inventions”), including all patent rights therein and any copyrights in materials related thereto, in all jurisdictions, shall belong to and are hereby assigned to ICRT-CCRPC. Vendor shall promptly and fully disclose all Inventions to ICRT-CCRPC, and cooperate with ICRT-CCRPC, and its agents as may be reasonably required to obtain patent protection for such Inventions, including the signing of assignments of Inventions and patent rights therein, and the signing of any applications or declarations or similar documents related to an application for patent.

9.2. Pre-Existing Rights. ICRT-CCRPC shall not claim any interest in Vendor's materials, products, inventions or know-how existing prior to formation of this contract and the previous CONTRACT BETWEEN THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS AND PAUL A. KNIGHT DBA DOMUS PLUS ("Preexisting Materials").

Vendor grants to ICRT-CCRPC a royalty-free, nonexclusive, irrevocable, worldwide license to make, use, sell, and to reproduce, distribute, prepare derivative works and perform, as the case may be, any Preexisting Materials that are included by Vendor in all Supplies, including Work Product and Inventions, provided to ICRT-CCRPC under this contract and the previous CONTRACT BETWEEN THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS AND PAUL A. KNIGHT DBA DOMUS PLUS.

9.3. Third Party Property. Vendor represents and warrants that the Work Product and Inventions do not infringe on third party intellectual property rights. Vendor shall not incorporate into the Work Product and Inventions any third party property without ICRT-CCRPC's prior written authorization. If ICRT-CCRPC so authorizes, Vendor must obtain for ICRT-CCRPC a license at no cost to ICRT-CCRPC that will enable ICRT-CCRPC to use the Work Product and Inventions without restriction. Vendor shall defend and indemnify ICRT-CCRPC, its officers, employees, trustees, students, and agents against all loss and liability, including reasonable attorney fees, costs, and expenses, resulting from any claim that the Work Product or Inventions infringe any third party intellectual property rights.

ARTICLE 10 Records Retention and Audits

10.1. Maintenance of Books and Records. Vendor shall maintain, and shall cause any subcontractors to maintain, books and records that relate to performance of this contract, including subcontracts, and that support amounts charged, and shall maintain such books and records for three years from the date of final payment or for such longer period of time as is necessary to complete ongoing or announced audits or to comply with any applicable state and federal requirements. All such books and records shall be available for review and audit by CCRPC. Vendor and any of Vendor's subcontractors shall cooperate fully with any audit or request for information from the CCRPC pursuant to 30 ILCS 500/20-65, Illinois's State Procurement Code, and shall not impose any charge for audit or examination.

10.2. Right of Inspection. CCRPC may reasonably inspect Vendor's premises, facilities, equipment, and investigate the business reputation and other qualifications of Vendor and any of Vendor's subcontractors throughout the term of this contract.

10.3. Litigation Hold Order Compliance. Vendor shall, and shall cause Vendor's employees and subcontractors to, fully comply with any litigation hold order issued by CCRPC in anticipation of third party litigation relating to this contract. Vendor shall promptly retrieve, recover, preserve, retain and, subject to legal privileges, deliver any information and documents, in any format, covered by a litigation hold order.

ARTICLE 11. Additional Statutory and Regulatory Terms

11.1. Excluded Parties. Vendor certifies that neither Vendor nor any of Vendor's directors, officers, employees, agents, and subcontractors who may deliver supplies and/or provide services pursuant to this contract (individually an "Agent") is declared ineligible or otherwise excluded from transactions with the U.S. government or by any federal government agency. Vendor shall provide CCRPC immediate written notice if Vendor learns that this certification was erroneous when made or if Vendor or any Agent hereafter becomes declared ineligible or otherwise excluded from transactions with the U.S. government or by any federal agency. Vendor further certifies that neither Vendor nor any Agent is presently subject to an investigation or proceeding to exclude either as a provider under Medicare or Medicaid or under any other federal or state health care program or under any third party insurance program, nor is currently excluded or debarred from submitting claims to Medicare or Medicaid or to any other federal or state health care program or to any third party insurer. CCRPC may terminate this contract immediately without any penalty to CCRPC if either of these certifications was erroneous when made or becomes no longer valid during the term of this contract.

11.2. Equal Employment Opportunity. The clause at Ill. Adm. Code tit. 44, § 750.10, Appx. A is incorporated into this contract by reference. If this contract is federally funded and exceeds \$10,000, the following clause applies: Vendor shall abide by the requirements of 41 C.F.R. § 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. These regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status. Vendor will include this clause in every subcontract awarded under this contract so that the provision is binding upon the subcontractor.

11.3. Employment of Illinois Workers on Public Works Act. Pursuant to the Employment of Illinois Workers on Public Works Act, 30 ILCS 570, Vendor shall employ at least 90% Illinois laborers on all public works projects or improvements or for the clean-up and on-site disposal of hazardous waste whenever there is a period of excessive unemployment in Illinois, except as otherwise permitted in the Act.

11.4. Veterans Preference Act. Pursuant to the Veterans Preference Act, 330 ILCS 55, Vendor shall give preference to veterans of United States military and naval service in appointments and employment on public works projects.

11.5. Public Works Employment Discrimination Act. Pursuant to the Public Works Employment Discrimination Act, 775 ILCS 10, Vendor shall not refuse or deny employment to any person in any capacity on the ground of unlawful discrimination as defined in the Illinois Human Rights Act, nor subject any person to unlawful discrimination in any manner, in connection with the performance of this Contract.

11.6. Prevailing Wage. If this contract involves (a) a "public works" project within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130, all contractors and subcontractors must pay no less than the general prevailing rate of wages (hourly cash wages plus fringe benefits) in the locality in which the work is produced or performed and comply with all other requirements of the Act. Refer to the prevailing wage rates on the Illinois Department of Labor website at: <http://go.uillinois.edu/IDOL>.

ARTICLE 12. Insurance

12.1. The Vendor shall maintain for the duration of the AGREEMENT and any extensions thereof, at the CONTRACTOR'S expense, insurance issued by a company or companies licensed and otherwise qualified to do business in the State of Illinois that are acceptable to ICRT/CCRPC in the following types and amounts:

- a. Commercial General Liability in a broad form with limits of liability not less than \$1,000,000 million per occurrence and \$3,000,000 in the aggregate, and to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent contractors, Products/Completed Operations, Personal Injury, and Contractual Liability.
- b. Business Auto Liability with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability, and to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership.
- c. Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$500,000 for each incident, \$500,000 for each disease, and \$500,000 in the aggregate.

The Vendor agrees that with respect to the above required insurance that:

- d. ICRT/CCRPC shall be provided with Certificates of Insurance evidencing the above required insurance, prior to the commencement of any Work Order and thereafter with certificates evidencing renewals or replacement of said policies of insurance within fifteen (15) calendar days prior to the expiration or cancellation of any such policies.
- e. Champaign County will be named as an additional insured, on a primary and non-contributory basis.
- f. Subcontractors, if any, shall comply with the same insurance requirements. In addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming the Champaign County as an additional insured.

ARTICLE 13. General Terms

- 13.1 Ambiguities.** Any rule of construction that would resolve ambiguities against the drafting party shall not apply in interpreting this contract.
- 13.2 Amendments.** No modification of this contract shall be effective unless made by a written amendment signed by each party's authorized signatory.
- 13.3 Assignment.** Neither party may assign its obligations under this contract without the prior written consent of the other party.

13.4. Authorized Signatories. The individuals signing this contract on a party's behalf represent that they have the requisite authority and intent to bind that party to this contract.

13.5. Choice of Law. This contract and all claims arising out of or relating to this contract shall be governed and construed by application of the laws of the State of Illinois without regard to its conflict of law provisions.

13.6. Compliance with Laws. Vendor shall perform all obligations under this contract in compliance with all applicable laws governing the performance. Breach of this provision constitutes a material breach of this contract.

13.7. Counterparts/Facsimile Signatures. This contract may be signed in counterparts. Facsimile signatures constitute original signatures for all purposes.

13.8. Force Majeure. A party is excused from performing its obligations under this contract when conditions beyond its control and unforeseen by the parties make its performance commercially impractical, illegal, or impossible. Conditions of excuse include, but are not limited to: natural disasters, strikes, fires, war, terrorism and threats of terrorism, government actions, and acts or omissions of third parties. So long as the conditions continue, the party whose performance is affected shall keep the other party fully informed about the conditions and the prospects of their ending.

13.9. Headings. Headings in this contract are intended only to assist with readability and are not substantive.

13.10. Independent Contractor. The parties are independent contractors with respect to each other.

Nothing in this contract is intended to create any employment, association, partnership, joint venture, or agency relationship between them.

13.11. Integration. This contract with its attachments, amendments and incorporated references constitutes the parties' entire agreement regarding the subject matter.

Attachments include:

Exhibit A-Certifications

Exhibit B – Vendor's Response to University RFP IFB 1JNM2102

Exhibit C-Scope of Work

13.12. Jurisdiction. Any claims against CCRPC must be filed in accordance with the Illinois Court of Claims Act.

- 13.13. Severability.** If any provision of this contract is held by a court of competent jurisdiction to be unenforceable, the provision shall be severed from this contract so long as severance does not affect the enforceability or essential purpose of the remainder of the contract.
- 13.14. Sovereign Immunity.** By entering into this contract, CCRPC does not waive the sovereign immunity or any other defenses and immunities afforded to it by Illinois and federal law.
- 13.15. Use of Name.** Vendor shall not use CCRPC's name or protected marks for any commercial purpose without CCRPC's advance written consent.
- 13.16. Waiver.** The failure of either party to enforce any provision of this contract shall not waive the party's right to later enforce the provision or the contract.

I understand and agree to the contract terms as set forth in this document.

Vendor Name: Paul A. Knight (dba Domus PLUS)

Signature of Authorized Representative:  Date: May 1, 2024

Printed Name: Paul A. Knight Title: Principle

Champaign County Regional Planning Commission Approval:

Signature of Authorized Representative:  Date: 5/2/2024

Printed Name: Tami Ogden Title: Director of Operations, CCRPC

Exhibit A

Certifications

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

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

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

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

1. As part of each certification, Vendor acknowledges and agrees that should Vendor or its subcontractors provide false information, or fail to be or remain in compliance with the Standard Certification requirements, one or more of the following sanctions will apply:
 - the contract may be void by operation of law,
 - the State may void the contract, and
 - the Vendor and its subcontractors may be subject to one or more of the following: suspension, debarment, denial of payment, civil fine, or criminal penalty.
2. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.
3. **This applies to individuals, sole proprietorships, partnerships and LLCs, but is otherwise not applicable.** Vendor, if an individual, sole proprietor, partner or an individual as member of a LLC, certifies he/she is not in default on an educational loan. 5 ILCS 385/3
4. Vendor certifies it and its employees will comply with applicable provisions of the United States Civil Rights Act, Section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act, and applicable rules in performance of this contract.

5. **This applies only to certain service contracts and does NOT include contracts for professional or artistic services.** To the extent there was a current Vendor providing the services covered by this contract and the employees of that Vendor who provided those services are covered by a collective bargaining agreement, Vendor certifies (i) that it will offer to assume the collective bargaining obligations of the prior employer, including any existing collective bargaining agreement with the bargaining representative of any existing collective bargaining unit or units performing substantially similar work to the services covered by the contract subject to its bid or offer; and (ii) that it shall offer employment to all employees currently employed in any existing bargaining unit who perform substantially similar work to the work that will be performed pursuant to this contract. This does not apply to heating, air conditioning, plumbing and electrical service contracts. 30 ILCS 500/25-80.
6. Vendor certifies it has neither been convicted of bribing or attempting to bribe an officer or employee of the State of Illinois or any other State, nor made an admission of guilt of such conduct that is a matter of record. 30 ILCS 500/50-5
7. If Vendor has been convicted of a felony, Vendor certifies at least five years have passed after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutor's office for the facts upon which the conviction was based continues to have any involvement with the business. 30 ILCS 500/50-5
8. If Vendor or any officer, director, partner, or other managerial agent of Vendor has been convicted of a felony under the Sarbanes-Oxley Act of 2002, or a Class 3 or Class 2 felony under the Illinois Securities Law of 1953, Vendor certifies at least five years have passed since the date of the conviction. Vendor further certifies that it is not barred from being awarded a contract. 30 ILCS 500/50-10.5
9. Vendor certifies it is not barred from having a contract with the State based upon violating the prohibitions related to either submitting/writing specifications or providing assistance to an employee of the State of Illinois by reviewing, drafting, directing, or preparing any invitation for bids, a request for proposal, or request of information, or similar assistance (except as part of a public request for such information). 30 ILCS 500/50-10.5(e)
10. Vendor certifies that it and its affiliates are not delinquent in the payment of any debt to the State (or if delinquent have entered into a deferred payment plan to pay the debt. 30 ILCS 500/50-11, 50-60
11. Vendor certifies that it and all affiliates shall collect and remit Illinois Use Tax on all sales of tangible personal property into the State of Illinois in accordance with provisions of the Illinois Use Tax Act. 30 ILCS 500/50-12
12. Vendor certifies that it has not been found by a court or the Pollution

Control Board to have committed a willful or knowing violation of the Environmental Protection Act within the last five years, and is therefore not barred from being awarded a contract. 30 ILCS 500/50-14

13. Vendor certifies it has neither paid any money or valuable thing to induce any person to refrain from bidding on a State contract, nor accepted any money or other valuable thing, or acted upon the promise of same, for not bidding on a State contract. 30 ILCS 500/50-25
14. Vendor certifies it has read, understands and is not knowingly in violation of the "Revolving Door" provisions of the Illinois Procurement Code. 30 ILCS 500/50-30
15. Vendor certifies that if it hires a person required to register under the Lobbyist Registration Act to assist in obtaining any State contract, that none of the lobbyist's costs, fees, compensation, reimbursements or other remuneration will be billed to the State. 30 ILCS 500/50-38
16. Vendor certifies that it will not retain a person or entity to attempt to influence the outcome of a procurement decision for compensation contingent in whole or in part upon the decision or procurement. 30 ILCS 500/50-38
17. Vendor certifies it will report to the Illinois Attorney General and the Chief Procurement Officer any suspected collusion or other anti-competitive practice among any bidders, offerors, contractors, proposers, or employees of the State. 30 ILCS 500/50-40, 50-45, 50-50
18. Vendor certifies that if it is awarded a contract through the use of the preference required by the Procurement of Domestic Products Act, then it shall provide products pursuant to the contract or subcontract that are manufactured in the United States. 30 ILCS 517
19. Vendor certifies steel products used or supplied in the performance of a contract for public works shall be manufactured or produced in the United States, unless the executive head of the procuring Agency/University grants an exception. 30 ILCS 565
20. Drug Free Workplace
 - 20.1 If Vendor employs 25 or more employees and this contract is worth more than \$5,000, Vendor certifies it will provide a drug free workplace pursuant to the Drug Free Workplace Act
 - 20.2 If Vendor is an individual and this contract is worth more than \$5000, Vendor certifies it shall not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance during the performance of the contract. 30 ILCS 580
21. Vendor certifies that neither Vendor nor any substantially owned affiliate is

participating or shall participate in an international boycott in violation of the U.S. Export Administration Act of 1979 or the applicable regulations of the United States Department of Commerce. 30 ILCS 582

22. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been or will be produced in whole or in part by forced labor or indentured labor under penal sanction. 30 ILCS 583
23. Vendor certifies that no foreign-made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12. 30 ILCS 584
24. This applies to information technology contracts and is otherwise not applicable. Vendor certifies that information technology, including electronic information, software, systems and equipment, developed or provided under this contract comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as published at (www.dhs.state.il.us/iitaa). 30 ILCS 587
25. **This only applies to vendors who own residential buildings but is otherwise not applicable** . Vendor certifies, if it owns residential buildings, that any violation of the Lead Poisoning Prevention Act has been mitigated. 410 ILCS 45
26. Vendor certifies it has not been convicted of the offense of bid rigging or bid rotating or any similar offense of any state or of the United States. 720 ILCS 5/33 E-3, E-4
27. Vendor certifies it complies with the Illinois Department of Human Rights Act and rules applicable to public contracts, which include providing equal employment opportunity, refraining from unlawful discrimination, and having written sexual harassment policies. 775 ILCS 5/2-105
28. Vendor certifies it does not pay dues to or reimburse or subsidize payments by its employees for any dues or fees to any “discriminatory club.” 775 ILCS 25/2
29. Vendor warrants and certifies that it and, to the best of its knowledge, its subcontractors have and will comply with Executive Order No. 1 (2007). The Order generally prohibits Vendors and subcontractors from hiring the then-serving Governor’s family members to lobby procurement activities of the State, or any other unit of government in Illinois including local governments if that procurement may result in a contract valued at over \$25,000. This prohibition also applies to hiring for that same purpose any former State employee who had procurement authority at any time during the one-year period preceding the procurement lobbying activity.
30. Vendor certifies that if an individual, sole proprietor, partner or an individual as a member of a LLC, he/she has not received an early

retirement incentive prior to 1993 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code or an early retirement incentive on or after 2002 under Section 14-108.3 or 16-133.3 of the Illinois Pension Code. 30 ILCS 105/15a; 40 ILCS 5/14-108.3; 40 ILCS 5/16-133

31. Vendor certifies that it has read, understands, and is in compliance with the registration requirements of the Elections Code (10 ILCS 5/9-35) and the restrictions on making political contributions and related requirements of the Illinois Procurement Code. Vendor will not make a political contribution that will violate these requirements. 30 ILCS 500/20-160 and 50-37

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

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

or

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

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

Vendor must make one of the following four certifications by checking the appropriate box. If C or D is checked, then Vendor must attach to this form the requested documentation.

- A. Vendor certifies it is an individual acting as a sole proprietor and is therefore not subject to the requirements of section 20-43 of the Procurement Code.
- B. Vendor certifies that it is a legal entity, and was authorized to do business in Illinois as of the date for submitting this bid or offer. The State may require Vendor to provide evidence of compliance before award.
- C. Vendor certifies it is a legal entity, and is a foreign corporation performing activities that do not constitute transacting business in Illinois as defined by Illinois Business Corporations Act (805 ILCS 5/13.75). A vendor claiming exemption under the Act must include a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the

Vendor as being non-responsive or not responsible and may disqualify the Vendor.

- D. Vendor certifies it is a legal entity, and is an entity otherwise recognized under Illinois law as eligible for a specific form of exemption similar to those found in the Illinois Business Corporation Act (805 ILCS 5/13.75). A vendor claiming exemption under a specific law must provide a detailed explanation of the legal basis for the claim with its bid or offer and must provide additional detail upon request. If Vendor fails to provide the mandatory documentation with the bid or offer, or does not provide additional detail upon request within the timeframe specified in said request, then the State may deem the Vendor as being non-responsive or not responsible and may disqualify the Vendor.

Exhibit B



State of Illinois
Public Institutions of Higher Education

Invitation for Bid

Indoor Climate Research and Training
1JNM2102
March 10, 2020

Vendor Submitting Offer: Paul A. Knight (dba Domus PLUS)

**Please Note: Vendors MUST be registered with the Illinois Secretary of State
(unless a sole proprietor) AND the Illinois State Board of Elections.**

University of Illinois Urbana-Champaign requests responses from responsible vendors to meet its needs. A brief description is set forth below, with detailed requirements in subsequent sections of this solicitation. If you are interested and able to meet these requirements, the University appreciates and welcomes a response.

Brief Description: The Board of Trustees of the University of Illinois on behalf of the Applied Research Institute is seeking proposals from qualified firms (Vendors) to provide the Illinois Home Weatherization Assistance Program (IWHAP) classes for the period of approximately July 1, 2020 through June 30, 2021, with the option to renew for six (6) additional one-year periods at the same terms and conditions based on satisfactory performance, continuing need and availability of funds. There is no guarantee of minimum utilization or expenditure with any successful Vendors during the contract period.

Please read the entire solicitation package and submit your response in accordance with the instructions.

All forms and signature areas contained in the solicitation package must be completed in full and submitted as part of your response. To provide uniformity, all information submitted must clearly refer to the page number, section or other identifying reference in this solicitation. All information submitted must be noted in the same sequence as its appearance in the solicitation document.

If a subcontractor or supplier is needed to fulfill contract requirements, please consider using a small or disadvantaged business. The State's policy is to promote small businesses, including those owned by Veterans, businesses owned and controlled by minorities, females, and persons with disabilities, and sheltered workshops for the severely disabled. We encourage the use of these companies on State contracts and in your commercial activities. Please visit <https://www2.illinois.gov/sites/cpo-he/Pages/Preferences.aspx> for more information regarding these programs.

In compliance with the State and Federal Constitutions, the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, the State of Illinois does not discriminate in employment, contracts, or any other activity.

5. Description of Supplies and Services

5.1 ICRT-CCRPC's Need for Supplies/ Services:

The Illinois Home Weatherization Assistance Program (IHWAP) 2020 - 2021 training program consists of courses required for all new hires into the Illinois Home Weatherization Assistance Program (IHWAP), including state program staff and all local agency staff. It is anticipated that there will be 2-3 rounds of the core certification courses covered under Section 5.2, 5.3 and 5.4 for the 2020 -2021 fiscal year. There are several courses that need to be provided, as listed below. A vendor need not provide all classes but must indicate which courses **will** be provided in Section 6 - Pricing. For each class the vendor is expected to provide the following scope of services in addition to teaching the class itself:

- In-advance preparation of the class, maintenance and updating of the curricula, presentation materials, exams, and hand-outs.
- Coordination with the University for scheduling of classes to ensure that they are provided at appropriate times within the performance period and within the sequence of courses.
- Coordination with the University for location of classes. Classes are normally held in Central Illinois at the Champaign Training Center. Classes to be held elsewhere, or any special arrangements, including homes for field sessions, may be considered, and the contractor may be required to coordinate directly with a focal weatherization agency to secure the use of alternate facilities and/or homes.
- Provision of a list of materials that attendees are required to bring to class.
- Comply with all reporting provisions detailed in the IFB.

5.2 Supplies/ Services Required:

List of Classes:

The following is a list of all classes for which services are required, with a brief description, the expected number of contact hours for each, and minimum qualifications.

Core Certification Courses

These courses are required for all new hires into the Illinois Home Weatherization Assistance Program (IHWAP), including state program staff and all local agency staff. It is anticipated that there will be 2-3 rounds of the core certification courses covered under Section 5. The number of rounds in future years will be determined based on program needs.

5.2.1 - Weatherization Basics - 24 Hours

This five-day course provides the basic foundations and principles for the Illinois Home Weatherization Assistance Program (IHWAP). Class details will include the history and origin of the Weatherization program, funding streams and budgets, federal and state rules and guidance, and work standards, and the future of Weatherization. An extensive overview will be given of each of the ten TCP classes. The role of the Assessor/Energy Auditor, Final Inspector, Weatherization Coordinator, and State and Federal monitors **will** be examined in detail. This introductory TCP class will set the stage for the other classes that that will follow in the next few weeks and months. A variety of interactive exercises, quizzes, role playing, and a final examination will take place during the class.

5.2.1.1 - Must have a minimum of two (2) years' experience teaching in the context of the Illinois Home Weatherization Assistance Program (IHWAP).

5.2.1.2 - Must have a minimum of ten (10) years' experience in energy efficient residential retrofit.

5.2.2- Heat Transfer - 24 Hours

This five-day course provides the basic principles and characteristics of energy and the way energy is used. The course focus is on the variety of ways heat transfers through the building envelope in the residential setting. Heat transfer course provides the underlying principles used to determine how and where energy can be used more efficiently in buildings. Strategies to pinpoint energy conservation are outlined in this course.

5.2.2.1 - Must have a minimum of two (2) years' experience teaching the course in the context of the Illinois Home Weatherization Assistance Program (IHWAP).

5.2.2.2 - Must have a minimum of ten (10) years' experience in energy efficient residential retrofit.

5.2.3- Building Fundamentals - 24 Hours

This five-day course concentrates on fundamentals of building construction. Explanations of building components such as window, door, roof, walls, attic, floor, and foundation systems are provided. Basic construction measuring and estimating methods are taught. Heat transfer through the various elements of the building to define the thermal envelope and pressure plane is explained. Opportunities for saving energy are identified.

5.2.3.1 - Must have a minimum of two (2) years' experience teaching the course in the context of the Illinois Home Weatherization Assistance Program (IHWAP).

5.2.3.2 - Must have a minimum of ten (10) years' experience in energy efficient residential retrofit.

5.2.4- Building Diagnostics- 24 Hours

This five-day course explains the use of building diagnostic tools such as the blower door and manometer to determine the leakiness of residential buildings. The dynamics of how the building components interact such as the furnace and attic systems are defined. The information gained from the diagnostics tools is used to determine the opportunities to save energy.

5.2.4.1 - Must have a minimum of two (2) years' experience teaching the course in the context of the Illinois Home Weatherization Assistance Program (IHWAP).

5.2.4.2 - Must have a minimum of ten (10) years' experience in energy efficient residential retrofit.

5.2.5- Mid-Course Field Session -12 Hours

This two-day course is designed to incorporate all knowledge obtained through the previous Heat Transfer, Building Fundamentals, Building Diagnostics, and Infrared Thermography courses to place practical in field applications from knowledge learned. In field use of diagnostic tools and equipment

to determine strategies to pinpoint energy conservation and opportunities for saving energy through various elements of building components and determination of the thermal envelope and pressure planes.

5.2.5.1 - Must have a minimum of two (2) years' experience teaching the course in the context of the Illinois Home Weatherization Assistance Program (IHWAP).

5.2.5.2 - Must have a minimum of ten (10) years' experience in energy efficient residential retrofit.

5.2.6 - Introduction to Heating Systems - 24 Hours

This five-day course teaches the basic combustion principles for primary heating systems. Instructions on how to analyze the operation of each heating system are provided. Instructions on the proper installation of the gas supply system are provided. The course will include hands-on laboratory sessions dealing with different types of furnaces.

5.2.6.1 - Must have a minimum of two (2) years' experience teaching the course in the context of the Illinois Home Weatherization Assistance Program (IHWAP).

5.2.6.2 - Must have a minimum of ten (10) years' experience in HVAC systems.

5.2.7 - Advanced Heating Systems - 24 Hours

This five-day course builds upon the knowledge from student's field experience and the introduction to heating systems course. Participants will be taught how to determine the effectiveness of the distribution system. Understanding how the furnace controls affect the efficiency and comfort in the home will also be taught. Using the furnace audit tools as a way to trouble shoot equipment problems is included in the course.

5.2.7.1 - Must have a minimum of two (2) years' experience teaching the course in the context of the Illinois Home Weatherization Assistance Program (IHWAP).

5.2.7.2 - Must have a minimum of ten (10) years' experience in HVAC systems.

5.2.8 - Air-conditioning/Heat Pumps - 24 Hours

This five-day course will expand on newer HVAC system options including; basic operation of heat pump systems, components, and operating efficiency. Operating costs between all electric, heat pumps and other systems will be compared. Different types of heat pump systems, including split systems, mini-splits, packed units and water source heat pumps. Different types of air conditioning and efficiency thereof will be explained.

5.2.8.1 - Must have a minimum of two (2) years' experience teaching the course in the context of the Illinois Home Weatherization Assistance Program (IHWAP).

5.2.8.2 - Must have a minimum of ten (10) years' experience in HVAC systems.

5.2.12 - Quality Control Inspector - 24 Hours

This is five-day course which explains the role and duties of the Weatherization Quality Control Inspector. The goals for this class are to teach the basic principles, and techniques of proper Weatherization Quality Control Inspections. This course will cover the Quality Control Inspection process as a check and balance system in the areas of In-Progress Inspections, and Final Quality Inspections of the Weatherization work. The QCI designation can only be awarded to candidates who have first passed the Energy Auditor (or equivalent) curriculum.

5.2.12.1-Must have a minimum of two (2) years' experience teaching the course in the context of the Illinois Home Weatherization Assistance Program (IHWAP).

5.2.12.2-Must have a minimum of ten (10) years' experience in energy efficient residential retrofit.

5.2.13 - Multi-Family Quality Control Inspector (QCI) - 18 Hours

This 3-day course is to teach the basic principles and techniques of proper weatherization quality control inspections for multi-family structures. This course will cover the quality control inspection process as a checks and balances system in the areas of in-progress inspections and final quality control inspections of weatherization work.

5.2.13- Must have a minimum of ten (10) years' experience in energy efficient residential retrofit.

5.2.14 - Energy Auditor Class- 32 Hours

This five-day course is to teach the basic principles and techniques of proper weatherization energy auditing. This course will cover the energy auditing process. This is a preparatory course for the IHWAP workforce who challenges the DOE mandated "EA Certification".

5.2.14.1-Must have a minimum of two (2) years' experience teaching the course in the context of the Illinois Home Weatherization Assistance Program (IHWAP).

5.2.14.2-Must have a minimum of ten (10) years' experience in energy efficient residential retrofit.

5.2.15 - Architectural/Crew Leader Certification Training - 32 Hours

This one-week class leads to crew leader certification for work in the IHWAP. Skills needed for effective crew leadership are presented. Fundamentals of heat transfer and material estimation are reviewed. IHWAP Field Standards are discussed. Dense-pack sidewall insulation, air sealing and diagnostics tests are reviewed with a focus on the crew leader becoming the instructor in the field. The crew leader, as the first-person conducting quality assurance on a job, is emphasized.

5.2.15.1-Must have a minimum of two (2) years' experience teaching the course in the context of the Illinois Home Weatherization Assistance Program (IHWAP).

5.2.15.2-Must have a minimum of ten (10) years' experience in energy efficient residential retrofit.

5.2.16 - Dense Pack Workshop-6 Hours

This is a one-day, hands-on, dense-pack training workshop for IHWAP staff (coordinators, assessors, final inspectors). The workshop is held at a client's home that is scheduled to receive dense-pack wall insulation.

5.2.16.1-Must have a minimum of one (1) years' experience teaching the course in the context of the Illinois Home Weatherization Assistance Program (IHWAP).

5.2.16.2-Must have a minimum of ten (10) years' experience in energy efficient residential retrofit.

5.2.17 - WeatherWorks Workshop-10 Hours

This is a two-day, hands-on training for IHWAP staff who have experience using the WeatherWorks online platform. Topics covered will be proper data entry, creating a catalogue, using the system's modeling feature, and identifying errors in the system.

5.2.17.1-Must have a minimum of one (1) years' experience teaching the course in the context of the Illinois Home Weatherization Assistance Program (IHWAP).

5.2.17.2-Must have a minimum of ten (10) years' experience in energy efficient residential retrofit.

5.2.18 - Weatherization Agency Coordinator Training-32 Hours

This five-day course is designed to teach the basic principles and techniques of Weatherization fundamentals and program operation and responsibilities of the Weatherization Program Coordinator. Federal, State, and local regulations will also be detailed during the context of this class.

5.2.18.1-Must have a minimum of one (1) years' experience teaching the course in the context of the Illinois Home Weatherization Assistance Program (IHWAP).

5.2.18.2-Must have a minimum of ten (10) years' experience in energy efficient residential retrofit.

5.2.19 - Electrical Safety Workshop-12 Hours

The audience for this two-day course is assessors and final inspectors. This workshop provides the basics for understanding electricity in residential housing and is an introductory class to electricity. The course should provide the participants with fundamentals of electricity and an introduction in how to recognize questionable and dangerous systems or system elements in low-income housing stock. The course describes the basics of how electricity works and the types of systems that are deployed, e.g., knob and tube, Romex, etc.

5.2.19.1-Must have a minimum of two (2) years' experience teaching the course in the context of the Illinois Home Weatherization Assistance Program (IHWAP).

5.2.19.2-Must have a minimum of ten (10) years' experience in energy efficient residential retrofit.

5.2.20 - Mobile Furnace Laboratory-6 Hours

The intended audience for this workshop is the Weatherization HVAC contractors, field technicians, and local agency assessors. The workshop will emphasize the proper method for installing 90% Efficiency Furnaces and troubleshooting. The following topics will also be covered: installing condensate pumps, venting and vent termination requirements and the one pipe bazooka, blower operation, air distribution fundamentals, energy saving strategies, furnace sizing, furnace installation do's and don'ts, furnace tune-up requirements for 90% furnaces, combustion efficiency testing and electrical requirements and for new furnace installations. The course includes hands-on training in a state-of-the-art Mobile HVAC Training Classroom. The workshops are one-day sessions held throughout the state at sites convenient to bring staff from multiple agencies to the training.

5.2.20.1-Must have a minimum of two (2) years' experience teaching the course in the context of the Illinois Home Weatherization Assistance Program (IHWAP).

5.2.20.2-Must have a minimum of ten (10) years' experience in HVAC systems.

5.2.21 - Air Sealing Workshop-6 Hours

The audience for this course is assessors, final inspectors and contractors. This one-day workshop will provide a hands-on approach to air sealing using weatherization diagnostic tools (blower door, manometer, pressure pans), as well as the add-a-hole method. The air-sealing workshop will be targeted at homes that did not meet target through previous weatherization measures.

5.2.21.1-Must have a minimum of two (2) years' experience teaching the course in the context of the Illinois Home Weatherization Assistance Program (IHWAP).

5.2.21.2-Must have a minimum of ten (10) years' experience in energy efficient residential retrofit.

5.2.22 - HVAC for New Contractors-32 Hours

This 5-day course is intended for HVAC contractors and skilled workers that are doing HVAC work for weatherization agencies throughout the state of Illinois. The course will cover the basics of how the IHWAP program works in the state of Illinois, as well as introduce building science basics and how the energy audit drives the work order. Attendees will learn the basics of the combustion process, combustion efficiency, and how to conduct cooling clean and tunes, as well as heating clean and tunes. Attendees will learn how to reference the Field Standards manuals in order to properly install and service HVAC systems. Load calculations, equipment sizing, hydronic systems, energy saving strategies and installation techniques will also be discussed in accordance with IHWAP standards. The topics of quality installations, energy saving strategies, and safety will also be covered as part of the curriculum. Instruction will be about 50% classroom and 50% hands-on training in the HVAC labs. Attendees should bring their personal combustion and refrigeration test equipment. Students should come prepared to contribute to the instructional process with input about their own HVAC experiences.

5.2.22.1-Must have a minimum of two (2) years' experience teaching the course in the context of the Illinois Home Weatherization Assistance Program (IHWAP).

5.2.22.2-Must have a minimum of ten (10) years' experience in energy efficient residential retrofit.

5.2.23- Mobile Home Retrofit Training-32 Hours

This class is designed to provide current and future Weatherization Retrofit Installers, Crew Chiefs, Auditors, Quality Control Inspectors the background and foundation of information needed to complete a thorough mobile home energy retrofit. Each attendee will participate in classroom work and fieldwork applying techniques specific to the weatherization of a mobile home. All training and work will be in accordance with industry best practice and the NREL Standard Work Specifications. Attendees must come prepared to work in the classroom, outdoors and confined spaces. Please bring your calculator, coveralls, respirator and flashlight.

5.2.23.1-Must have a minimum of two (2) years' experience teaching the course in the context of the Illinois Home Weatherization Assistance Program (IHWAP).

5.2.23.2-Must have a minimum of ten (10) years' experience in energy efficient residential mobile home retrofit.

5.2.24- Solar Installation Assessment-18 Hours

This 3-day course will teach participants how photovoltaic (PV) systems work, how to compare and contrast different PV system types, identify necessary components, and understand the best applications for (and limitations of) each system type. Other topics include investigating energy efficiency recommendations, and researching system costs, as well as how to perform a PV site assessment for a home or small business.

5.2.24.1-Must have a minimum of ten (10) years' experience in energy efficient residential retrofit.

5.2.25- Field Methods Workshop-18 Hours

This 3-day course will provide instruction on current issues that need to be addressed within the Weatherization network.

5.2.25.1-Must have a minimum of ten (10) years' experience in energy efficient residential retrofit.

5.2.26 - Agency Executive Directors Workshop-18 Hours

This 3-day course will provide the basic foundations and principles for the Illinois Home Weatherization Assistance Program (IHWAP). Class details will include the history and origin of the Weatherization program, funding streams and budgets, federal and state rules and guidance, and work standards, hiring protocol, procurement, production, program monitoring, grant processing, and coordinating weatherization work.

5.2.26.1-Must have a minimum of ten (10) years' experience in energy efficient residential retrofit.

Other Requirements

5.2.27 - Up to four times per year, all instructors will be expected to attend one-day meetings to discuss the program and plan for future training needs and should include this in their proposals.

5.2.28- All instructors are to assist in program changes as subject matter experts.

5.3 Milestones and Deliverables:

The Proposer must provide the following information.

- The name, address, telephone, fax number, and primary contact person of the company.
- Resumes and/or background information and experience of key management and operational staff who will be assigned to provide the services outlined in this IFB, including but not limited to:
 - Technical training and education;
 - General experience;
 - Specific experience with services being requested; and
 - Qualifications and abilities to perform the services being requested.
- A general plan for the personnel who will perform the services outlined in this IFB.
- If applicable, the company's branch office addresses, telephone numbers, fax numbers, and contact persons, noting the branch office that would be used to provide the services outlined in this IFB.
- Three (3) references of current clients, including company name, address, telephone number, fax number, primary contact, and type of services the company is performing for these clients. NOTE: The Proposer certifies that it is empowered to use the names of references it provides and agrees that the University may contact these references. Please refer to Section 10- References.
- Company background, including years in business, volume of clients, number of employees, areas of expertise, and a list of relevant services the company provides.
- Other information the Proposer deems pertinent to demonstrating its qualifications to perform the services being requested.

5.4 Vendor and Staffing Specifications:

The successful proposer must provide

- sign-in sheets for each day of each class taught.
- course evaluations for each course taught.
- the completed proficiency tests and test scores for each course taught.
- self-evaluations, when requested.

5.5 Transportation and Delivery Terms:

5.6 Subcontracting:

5.4.1 Subcontracting **is allowed** is not allowed.

For purposes of this section, subcontractors are those specifically hired to perform all or part of the work covered by the contract. Unless a supply item is the essence of the contract, a supplier is not considered a subcontractor.

5.6.2. The maximum percentage allowed to be provided by a subcontractor is _____%.

5.6.3. Will subcontractors be utilized? Yes **No**

If "Yes", identify any subcontractor(s) who will have a subcontract with an estimated value of \$50,000 or more.

Subcontractor Name: _____ BEP, Veterans, or Small Business certification# (if applicable): _____ Anticipated/ Estimated Amount to be Paid: _____ Address: _____ Description of work: _____

All identified subcontracts must include the Certifications and the Financial Disclosures and Conflicts of Interest, completed and signed by the subcontractor.

5.6.4. The Vendor shall notify the University of any additional or substitute subcontractors hired during the term of any resulting contract and provide the information identified in Section 5.6.3.

5.5 Location where Services are to be Performed:

5.5.1 In accordance with Section 25-65 of the Illinois Procurement Code, Vendor shall disclose the locations where the services required under this solicitation and will be performed, including by any subcontractors, and the known or anticipated value of the services to be performed at each location.

5.5.2 Unless otherwise disclosed in this section, all services shall be performed in the United States. This information and economic impact on Illinois and its residents may be considered in the evaluation. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States unless the Chief Procurement Officer determines in writing that it is in the best interest of the University.

5.5.3 Location where services will be performed: _____

5.8 Term:

5.8.1 Any contract resulting from this solicitation will have an initial term of 7/1/2020 through 6/30/2021. If a start date is not identified, the term of the resulting contract shall commence upon the last dated signature signed by

5.9. Renewal:

The resulting contract **Will** will not contain **Renewal**:

5.9.1 The resulting contract **Will** will not contain renewal options. The resulting contract may not be renewed unless the renewal period(s) and any applicable conditions are shown below.

5.9.2 The University reserves the right to renew for a total of six (6) one-year renewals.

5.9.3 Unless otherwise specified in this solicitation or the resulting contract, renewals will be subject to the same terms and conditions as the original contract.

5.9.4 The University may renew the resulting contract for any or all of the renewal option periods specified, may exercise any of the renewal options early, and may exercise more than one option at a time based on continuing need and favorable market conditions, when in the best interest of the University.

5.9.5 The resulting contract may not renew automatically nor renew solely at the Vendor's option.

5.10. Termination for Cause: The University may terminate the resulting contract, in whole or in part, immediately upon notice to the Vendor if: (a) the University determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property; (b) the Vendor has notified the University that it is unable or unwilling to perform the contract; (c) Vendor fails to perform to the University's satisfaction any material requirement of the resulting contract; or (d) the University determines that the Vendor lacks the financial resources to perform the contract. The University shall provide written notice to the Vendor to cure the problem identified within a specified period of time. If not cured by the specified date, the University may either immediately terminate the contract without additional written notice or enforce the terms and conditions of the contract. For termination due to any of the causes contained in this section, the University retains the right to seek any available legal or equitable remedies and damages.

5.11. Termination for Convenience: The University may, for its convenience and with 30 days prior written notice to Vendor, terminate the resulting contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor. The Vendor shall be entitled to compensation upon submission of invoices and proof of claim for supplies and / or services provided in compliance with the resulting contract up to and including the date of termination.
of the parties.

ILLINOIS

June 4, 2020

Paul Knight
Owner
Paul A. Knight DBA DOMUS Plus

Hello Paul,

The University has reviewed your response to 1JNM2102 - Indoor Climate Research and Training. We are interested in receiving a Best and Final Offer from your firm. Competitive pricing will be a key consideration in awarding this solicitation and you are encouraged to provide your most competitive bid price.

Bid Total: \$187,778

A handwritten signature in black ink, appearing to read 'Jenna Montgomery', is written over a horizontal line.

Please list your Best and Final Offer above.

Your response must be received on or before Tuesday June 9, 2020. Please email your response to jennam@illinois.edu.

Thank you,
Jenna Montgomery
Senior Contract Coordinator
University of Illinois

Exhibit C

Illinois Home Weatherization Assistance Program

Training Program

Effective July 1, 2024 – June 30, 2025

Scope of Work

Domus Plus

Paul Knight

Provide training services for the following certification classes:

- Building Fundamentals
- Building Assessment
- Proficiency Exam Administration

Provide Architectural/Crew Leader training

Provide Multi-family QCI workshops

Provide contractor refresher workshops

Provide Diagnostics Refresher workshops:

- Diagnostics
- CAZ
- Air Sealing

Provide IWx training workshops

Participate in WX instructors meetings

Provide new facility build-out design/consult services

Provide IWx support and maintenance

Provide curriculum updates

Provide Weatherization Field Standards updates (technical support)

Self-evaluation for at least one of the courses conducted within the plan year

The budget for this work is as follows:

Domus Plus	Cost per Class					Subtotal	Class #	Class Totals					Per Diem	Lab Rental	Total
	Fee	Materials	Travel	Hotel	Per Diem			Fee	Materials	Travel	Hotel				
Building Fundamentals	\$ 4,962	\$200	\$250	\$550	\$270	\$6,232	2	\$9,924	\$ 400	\$ 500	\$ 1,100	\$ 540	\$ -	\$12,464	
Building Assessment	\$ 4,962	\$200	\$250	\$550	\$270	\$6,232	2	\$ 9,924	\$ 400	\$ 500	\$ 1,100	\$ 540	\$ 2,000	\$14,464	
Certification Exam	\$ 1,136	\$0	\$0	\$0	\$54	\$1,190	2	\$ 2,273	\$ -	\$ -	\$ -	\$ 108	\$ -	\$2,381	
Arch Curriculum	\$4,818	\$200	\$125	\$275	\$270	\$5,688	2	\$ 9,635	\$ 400	\$ 250	\$ 550	\$ 540	\$ -	\$11,375	
Multifamily QCI class	\$2,889	\$50	\$250	\$412	\$162	\$3,763	2	\$ 5,778	\$ 100	\$ 500	\$ 824	\$ 324	\$ -	\$7,526	
Contractor Refreshers	\$2,206	\$100	\$125	\$275	\$108	\$2,814	2	\$ 4,413	\$ 200	\$ 250	\$ 550	\$ 216	\$ 300	\$5,929	
Diag Refreshers Workshop	\$2,206	\$100	\$125	\$275	\$108	\$2,814	1	\$ 2,206	\$ 100	\$ 125	\$ 275	\$ 108	\$ 300	\$3,114	
IWx Training Workshop	\$1,103	\$50	\$125	\$138	\$54	\$1,470	2	\$ 2,207	\$ 100	\$ 250	\$ 276	\$ 108	\$ 800	\$3,741	
Instructor Meetings	\$1,103	\$0	\$100	\$138	\$54	\$1,395	1	\$ 1,103	\$ -	\$ 100	\$ 138	\$ 54	\$ -	\$ 1,395	
ICRT Build-out design/consult														\$ 25,000	
IWx Support														\$ 20,000	
Curricula Updates														\$ 6,000	
Technical Support														\$ 1,000	
Total														\$ 114,389	

Class fees are fixed price. Materials, travel, hotel, and per diem are estimated and will be reimbursed based on actual documented expenditures. Contractor will submit class sign-in sheets, class evaluations, and original receipts with invoices. This award is based on grant funding and the agency, Illinois Department of Commerce and Economic Opportunity (IDCEO) will set the pricing for the subsequent years.

Class descriptions are as follows:

Building Fundamentals – 24 Hours This five-day course concentrates on fundamentals of building construction. Explanations of building components such as window, door, roof, walls, attic, floor, and foundation systems are provided. Basic construction measuring and estimating methods are taught. Heat transfer through the various elements of the building to define the thermal envelope and pressure plane is explained. Opportunities for saving energy are identified.

Diagnostics Refresher Workshop – 12 Hours

This workshop will provide agencies with up-to-date training on the diagnostic and architectural topics of manometer training, CAZ testing, static pressure testing procedures review, Add-a-Hole/air sealing, and ventilation.

Architectural Contractor/Crew Curriculum & Training - 32 Hours

This is a one-week class for crew leaders where IHWAP Field Standards and best practices will be reviewed. Hands-on training in blower door use, air sealing and combustion safety will be provided. Crew Leader Job Task Analysis will be reviewed and incorporated as part of the curriculum update.

IWx Training Workshop – 8 Hours

This one-day course will focus on the new IHWAP IWx program that has replaced the legacy WeatherWorks system utilized by the network. Curriculum in progress.

Multi-family QCI Workshop – 18 Hours

This 3-day workshop will teach students how to summarize IHWAPs Multi-Family procedures, review project documentation, describe pre-installation site visits, discuss site visits, and prepare a quality control plan from the perspective of a Quality Control Inspector. Students will review project documents, examine building plans and specs, model building performance, perform a site visit, collect and analyze inspection data, and develop QCI reports.

WX Instructors' Meeting

Required meeting for all IHWAP instructors to discuss training issues and determine training schedules.

I understand and agree to the contract terms as set forth in this document.

Vendor Name: Paul A. Knight (dba Domus PLUS)

Signature of Authorized Representative:  Date: May 1, 2024

Printed Name: Paul A. Knight Title: Principle

Champaign County Regional Planning Commission Approval:

Signature of Authorized Representative:  Date: 5/2/2024

Printed Name: Tami Ogden Title: Director of Operations, CCRPC