

**COLLEGE OF DUPAGE
REGULAR BOARD MEETING**

BOARD APPROVAL

1. **SUBJECT**

Physical Education Center (PEC) Arena Divider Curtains – Bid Rejection

2. **REASON FOR CONSIDERATION**

Bid rejections must be approved by the Board of Trustees.

3. **BACKGROUND INFORMATION**

This project involves replacement of four (4) existing motorized divider curtains in the PEC Arena. The systems are suspended from the existing ceiling structure and are operated by the athletic department to partition the arena during COD athletics and external competitions. Due to age of the units, it has become increasingly difficult to service, repair, and maintain the existing curtain systems. The divider curtains are critical in managing activity space in the arena and replacement is recommended at this time.

A legal notice for an Invitation for Bids was published on March 15, 2018 in the Daily Herald; the invitation was also posted to the College of DuPage Purchasing website and distributed to in-district Chambers of Commerce. Nine (9) vendors were directly solicited. Nineteen (19) vendors downloaded the bid documents. A pre-bid meeting was held on March 22, 2018 at 2:00 p.m. in the College of DuPage Purchasing Department Conference Room (BIC 1B03A). A public opening was held on March 30, 2018 at 1:00 p.m. in the College of DuPage Purchasing Department Conference Room (BIC 1B03A). The following individuals were in attendance: Jacoby Radford (COD Purchasing Manager/Recorder), Susan Castellanos (COD Buyer/Facilitator), Judy Coates (COD Manager, Learning & Organizational Development/Agent of the Board), Chris Wosachlo (COD Energy/Project Manager, Facilities Operations). Two (2) bids were received. No women/minority owned businesses submitted bids.

Two (2) bids were received from the following companies: Nikao Group, LLC and Carroll Seating Company. Neither bidder submitted a complete bid response and both were rejected as non-responsive to the bid submission requirements. One bidder failed to notarize the signature page in accordance with the bid requirements, and the second bidder failed to provide the addendum acknowledgements as required.

This purchase complies with State Statute, Board Policy and Administrative Procedures.

4. **RECOMMENDATION**

That the Board of Trustees rejects all bids received for the purchase and installation of the PEC Arena Divider Curtains due to non-compliance with bid submission requirements.

Staff Contact: Bruce Schmiedl – Director, Facilities Planning & Development

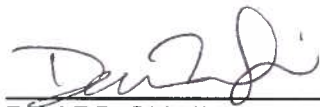
BOARD APPROVAL

SIGNATURE PAGE FOR

PEC Arena Divider Curtains – Bid Rejection

ITEM(S) ON REQUEST

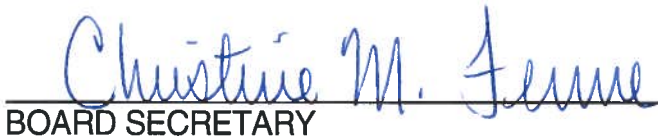
That the Board of Trustees rejects all bids received for the purchase and installation of the PEC Arena Divider Curtains due to non-compliance with bid submission requirements.



BOARD CHAIR

4/19/18

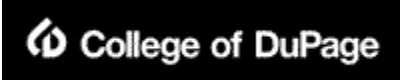
DATE



BOARD SECRETARY

4/19/18

DATE



Purchasing Department

425 Fawell Boulevard
Glen Ellyn, Illinois 60137-6599
PHONE (630) 942-2355
FAX (630) 942-4322

2018-B0044 College of DuPage PE Arena Divider Curtains

ADDENDUM # 3

March 26, 2018



This addendum is being issued to update the specifications and provide additional information.

This information becomes part of the Bid Documents upon receipt. Please review and incorporate into your Bid accordingly.

For which Bids are scheduled to be received on Friday, March 30, 2018 no later than 1:00 p.m., Central Time.

Bids will be received by the College of DuPage, District 502, at the office of the Purchasing Manager, Berg Instructional Center (BIC) Building, **Room 1B03**, 425 Fawell Blvd., Glen Ellyn, IL 60137.

The signed Addendum acknowledgment is required to be returned with your Bid no later than the due date set forth for this Invitation to Bid.

Below are clarifications to this bid:

I. Questions and Responses

Question	Response
1. Please advise if the fire sprinkler system requires alterations in order to maintain coverage.	No, this is a curtain replacement of four existing roll-up curtains, no new sprinkler heads are anticipated to be part of the work. There are already existing fire protection sprinkler heads, per code, installed in the arena and around the existing curtain systems. Two curtains start above ceiling and two start below ceiling grade. If your curtain system does not fit into the existing ceiling support area/structure, causing modifications to the existing sprinkler system, that would be at the responsibility of the installing contractor.

2018-B0044 College of DuPage PE Arena Divider Curtains

ADDENDUM # 3

March 26, 2018

.....

This signed Addendum is required to be returned with your Bid no later than the due date set forth for this Invitation to Bid. If you have already submitted your Bid, please submit this signed form via email to purchasing@cod.edu.

You can submit this completed addendum to the Purchasing Office by one of the means below:

All issued addenda must be signed and returned to the College as per the instructions in the addenda or bid will not be accepted.

ACKNOWLEDGMENT

You can submit this completed addendum to the Purchasing Office by one of the means below:

1. If you have not yet submitted your bid, please sign this addendum and include with your sealed bid.
2. If you have already submitted your bid, please sign and return to the Purchasing office via email at purchasing@cod.edu no later than the scheduled bid deadline. We will make sure it accompanies your bid.

You also have the option of withdrawing your bid, if necessary.

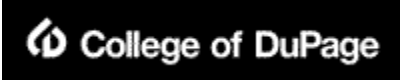
ACKNOWLEDGEMENT:

I HAVE RECEIVED THIS ADDENDUM # _____

Company Name: _____

Address: _____

Authorized Signature: _____



Purchasing Department

425 Fawell Boulevard
Glen Ellyn, Illinois 60137-6599
PHONE (630) 942-2355
FAX (630) 942-4322

2018-B0044 College of DuPage PE Arena Divider Curtains

ADDENDUM # 2

March 16, 2018



This addendum is being issued to update the specifications and provide additional information.

This information becomes part of the Bid Documents upon receipt. Please review and incorporate into your Bid accordingly.

For which Bids are scheduled to be received on Friday, March 30, 2018 no later than 1:00 p.m., Central Time.

Bids will be received by the College of DuPage, District 502, at the office of the Purchasing Manager, Berg Instructional Center (BIC) Building, **Room 1B03**, 425 Fawell Blvd., Glen Ellyn, IL 60137.

The signed Addendum acknowledgment is required to be returned with your Bid no later than the due date set forth for this Invitation to Bid.

I. Clarification

Addendum 1 Currently Reads:

For which Bids are scheduled to be received on March 20, 2018 no later than 2:00 p.m., Central Time.

Change To:

BIDS DUE: FRIDAY, MARCH 30, 2018 at 1:00 p.m. Central Time

2018-B0044 College of DuPage PE Arena Divider Curtains

ADDENDUM # 2

March 16, 2018

.....

This signed Addendum is required to be returned with your Bid no later than the due date set forth for this Invitation to Bid. If you have already submitted your Bid, please submit this signed form via email to purchasing@cod.edu.

You can submit this completed addendum to the Purchasing Office by one of the means below:

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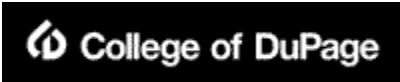
ACKNOWLEDGEMENT:

I HAVE RECEIVED THIS ADDENDUM # _____

Company Name: _____

Address: _____

Authorized Signature: _____



Purchasing Department

425 Fawell Boulevard
Glen Ellyn, Illinois 60137-6599
PHONE (630) 942-2355
FAX (630) 942-4322

2018-B0044 College of DuPage PE Arena Divider Curtains

ADDENDUM # 1

March 15, 2018

.....
This addendum is being issued to update the specifications and provide additional information.

This information becomes part of the Bid Documents upon receipt. Please review and incorporate into your Bid accordingly.

For which Bids are scheduled to be received on March 20, 2018 no later than 2:00 p.m., Central Time.

Bids will be received by the College of DuPage, District 502, at the office of the Purchasing Manager, Berg Instructional Center (BIC) Building, **Room 1B03**, 425 Fawell Blvd., Glen Ellyn, IL 60137.

The signed Addendum acknowledgment is required to be returned with your Bid no later than the due date set forth for this Invitation to Bid.

Below are revisions to the bid specifications:

- 1. **Exhibit A, Specification Arena Divider Curtains, Exhibit B, Product Substitution Sheet, and Exhibit C, Specification Drawings, are revised to incorporate the product specification details in Attachment A of this addendum.**

Attachment A

EXHIBIT A – SPECIFICATION ARENA DIVIDER CURTAINS

ARENA DIVIDER CURTAINS

PART 1 - GENERAL

1.1 SUMMARY

- A. The Work required under this Section consists of providing sports & physical education equipment items, accessories and necessary mounting, support and installation hardware.
- B. Related Work Included in Scope:
 - 1. Electrical power for all motors for remote operation.

1.2 SUBMITTALS

- A. Product Data: provide Manufacturer's data showing configuration, sizes materials finishes.
- B. Shop drawings shall indicate the model number, type of material, gauges or thickness of metal, finishes and details of construction, and attachment. Provide layout of gymnasium showing location dimensions for each piece of equipment
- C. Operation and Maintenance Data, for each operating equipment item.
- D. Warranty: Submit manufacturer warranty with warranty-period start date clearly defined.

1.3 COORDINATION

- A. Coordinate with College DuPage any utility shutdowns required for installation.

1.4 WARRANTY

- A. Provide manufacturer's standard warranty on all sports & physical education equipment from the date of substantial completion as stated in this specification.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Products of the following manufacturers are acceptable, providing their products equal or exceed the quality specified. Minor differences in construction and products are recognized to exist and may be acceptable. These variations must be

submitted to the owner with final bid documentation. A product substitution form must be completed and submitted with final bid documentation for consideration.

1. Basis of Design: Performance Sports Systems, Model 4050

2.2 GENERAL

- A. Equipment shall be provided complete as per manufacturer's standard catalog description and specifications for the numbers indicated in the schedule. Equipment to be permanently installed shall be complete and ready for use.
- B. Materials and finishes shall be non-corrosive in type and quality of finish noted or as a part of the manufacturer's printed description or specifications.

2.3 GYM DIVIDER CURTAIN

- A. Model No. 4050 Center Drive Curtain by Performance Sports Systems Inc., Noblesville, IN or Approved Equal.

Gym Divider Curtain shall be rolling type compactly storing not to exceed 13.5" below structural attachment support without the use of hoist cables and belts. Superstructure and/or support piping shall be furnished with standard black powder coat finish.

- B. Lower one-half of curtain shall be solid vinyl coated polyester (avg. 19 oz. per square yard as required). Flammability rated as self-extinguishing by California State Fire Code. All seams to be welded with full 1" contact welds. A padded pocket shall be formed along bottom edge of curtain to accommodate a 1-5/8" diameter batten pipe for curtain support. Color to be Dark Green. Upper half of curtain shall be vinyl coated polyester mesh (avg. min 7 oz. per square yard). Color to be White to match existing curtain. Flammability rated as self-extinguishing by California State Fire Code. Color samples to be provided upon request.
- C. Top and bottom of curtain shall be fabricated with a pocket to conceal continuous, 1.9" O.D. tubes extending the full length of the fabric to ensure proper support. Top tube shall be supported from the overhead support structure with a threaded rod-type support fitting to provide proper horizontal alignment with the floor. The total length of the bottom tube to be padded with a 2-1/8" diameter closed cell polyethylene protective padding material.
- D. Curtain shall be operated by two (2) synchronized internal tubular motors (120 volt, 60 hertz, single phase). Each motor shall have a maximum torque of 700 inch pounds with a speed of 14 rpm, and shall be equipped with integral up and down limit switches with two locking push buttons. Motors shall be maintenance

free, permanently lubricated and have overheating protection feature. Motors shall feature electromagnetic disk brakes that allow smooth and accurate stops without slippage and full braking power in event of power failure. Each motor shall feature three-stage planetary gear mechanism for quiet and reliable use. Curtain does not require cables, belts, strap, or torque arms for operation and all electrical components shall be neatly contained in overhead superstructure. Curtains with cables, belts, straps, or torque arms shall not be considered equal. Curtains with electrical components not contained in overhead superstructure shall not be considered equal.

- E. Drive tube shall be affixed in the center of the curtain and supported by the vinyl mesh by means of an integrated slot in the tube and a nylon cord sewn into the bottom of the mesh panel. The vinyl panel shall be attached to the drive tube by means of an integrated slot in the tube and a nylon cord sewn into the top of the vinyl panel.
- F. Motors shall utilize a flush mounted single keyed switch to raise and lower the divider curtain (eliminating the need for two keys). Key switch shall be located so that curtain is in full view of authorized operator at all times.
- G. Motors shall have a five (5) year warranty against material defects and workmanship. Curtain motors with less than a five (5) year warranty shall not be considered equal. Vinyl shall have one (1) year warranty against material defects and workmanship.

2.4 CONTROLS

- A. Provide key lock, 3-position, momentary contact wall control switch to lower, raise, and stop gymnasium practice cage. Provide with switch box and stainless steel polished cover plate. See drawing for location in electrical room.
- B. Safety delay: Provide safety delay for motor such that when key is turned in opposite direction of curtain travel, motor shut offs momentarily and then reverses to opposite direction.

PART 3 - EXECUTION

PREPARATION

- A. Make such arrangements as necessary to provide scaffolding to perform Work under this Section. Damage to floors, walls, equipment and the like shall be corrected at the expense of Contractor under this Section.

INSTALLATION, GENERAL

- A. Install equipment in accordance with manufacturer's printed instructions, drawings, specifications and approved shop drawings. Complete equipment field assembly, where required.
- B. All wiring between the motor cable retractor reels and the synchronizer box, power wiring to the synchronizer, and all other electrical junction boxes shall be installed by a licensed and certified electrical contractor.
- C. Unless otherwise indicated, install gymnasium equipment after other finishing operations, including painting, have been completed.
- D. Permanent Gymnasium Equipment: Rigid, level, plumb, square and true; anchored securely to supporting structure; positioned at locations and elevations indicated on Shop Drawings; in proper relation to adjacent construction; and aligned with court layout.

DEMONSTRATION

- A. Work under this Section shall include demonstrating the proper use and operation of equipment to the Owner as required. Instruct Owner's designated authorized personnel in properly handling, assembling, adjusting, disassembling, transporting, storing and maintaining units.

EXHIBIT B – PRODUCT SUBSTITUTION SHEET

PRODUCT SUBSTITUTION SHEET

Product: Center Drive Divider Curtain

Manufacturer:

Model:

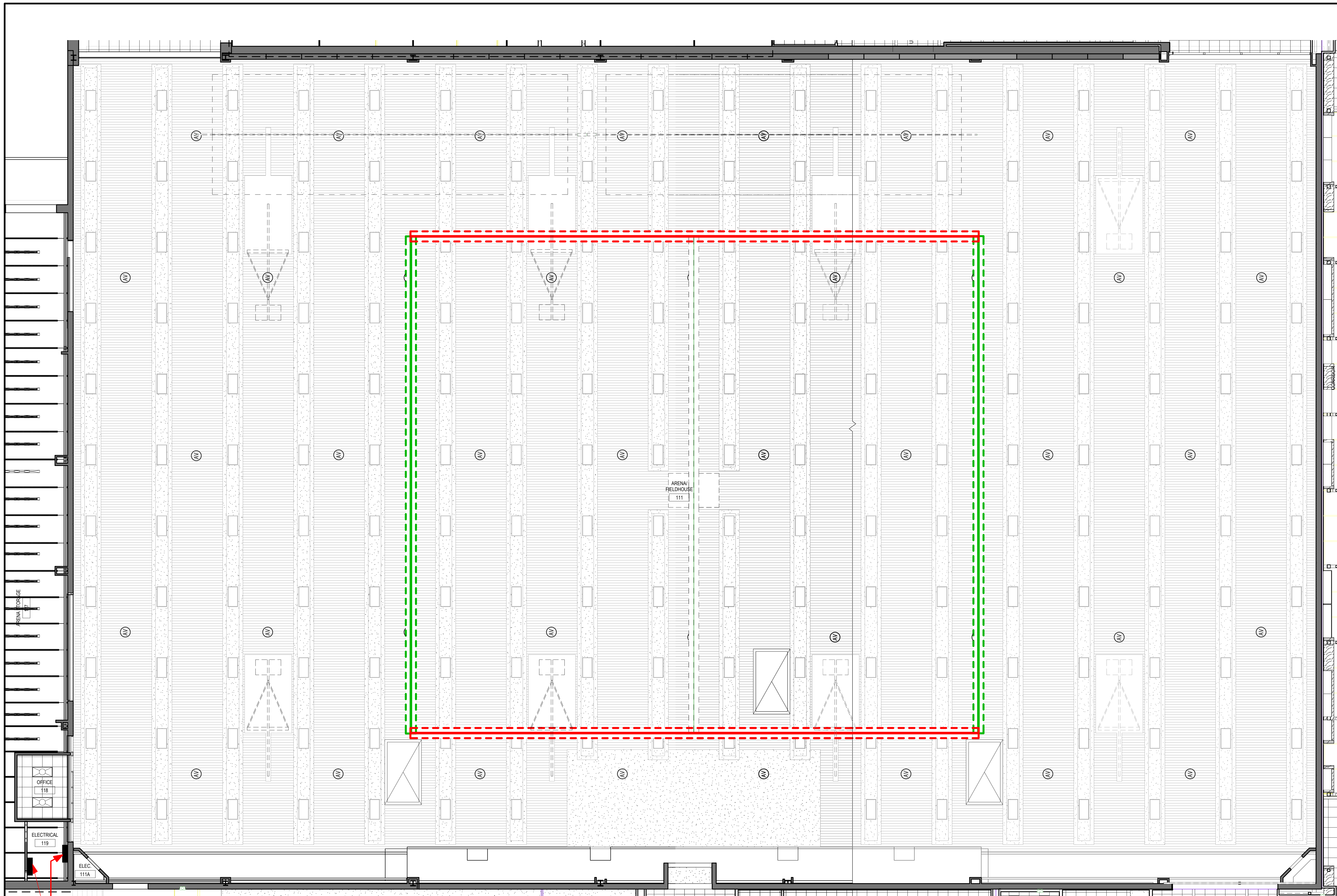
The College pricing package specifications for arena divider curtains are defined as indicated above. Manufacturers whose product specifications are different than the pricing specifications but would like to be considered as equivalents, are required to complete the form above indicating specifications of the products included in their response. This completed form must be included in the pricing response. The College will evaluate manufacturers' product, and be the sole determinant as to the whether the product offered is equivalent to the specified materials.

Submitted by : (contact name)

Submitted by: (Company Name)

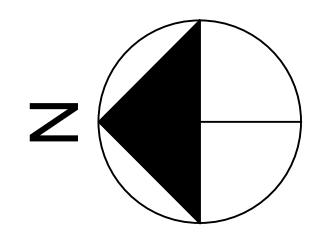
Signed by:

EXHIBIT C – SPECIFICATION DRAWINGS



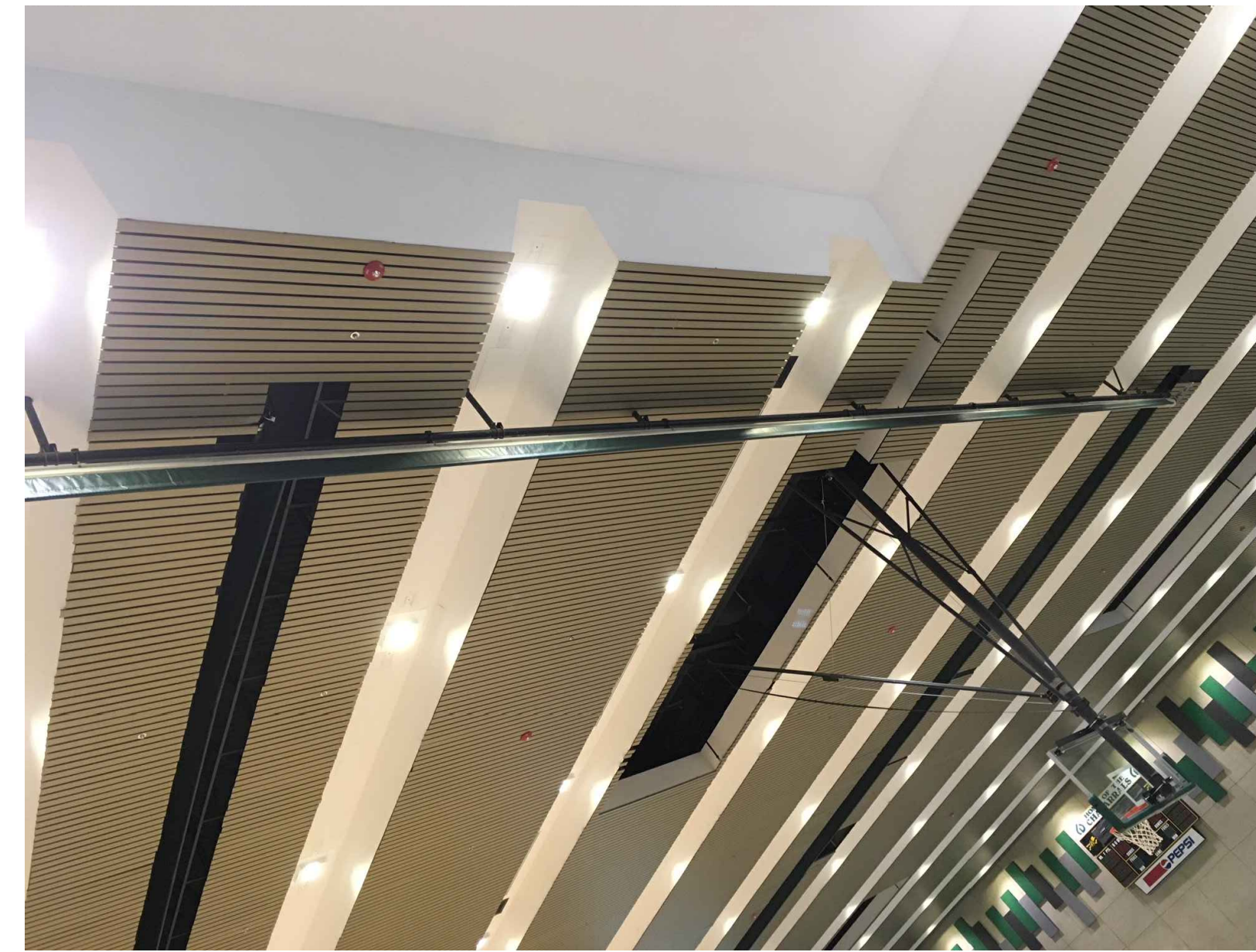
EXISTING CURTAIN CONTROL BOXES
 ELEC. PANEL P-1A. CIRCUITS 25, 26, 27

KEY:
--- = TYPE 1 (EAST/WEST) EXISTING BELOW CEILING MOTORIZED CENTER-DRIVE DIVIDER CURTAIN (110' x 30'). MOUNT NEW CURTAIN SYSTEM TO EXISTING STRUCTURAL TUBING.
--- = TYPE 2 (NORTH/SOUTH) EXISTING RECESSED MOTORIZED CENTER-DRIVE DIVIDER CURTAIN (98' x 33'). MOUNT NEW CURTAIN SYSTEM TO EXISTING ROOF STRUCTURE.





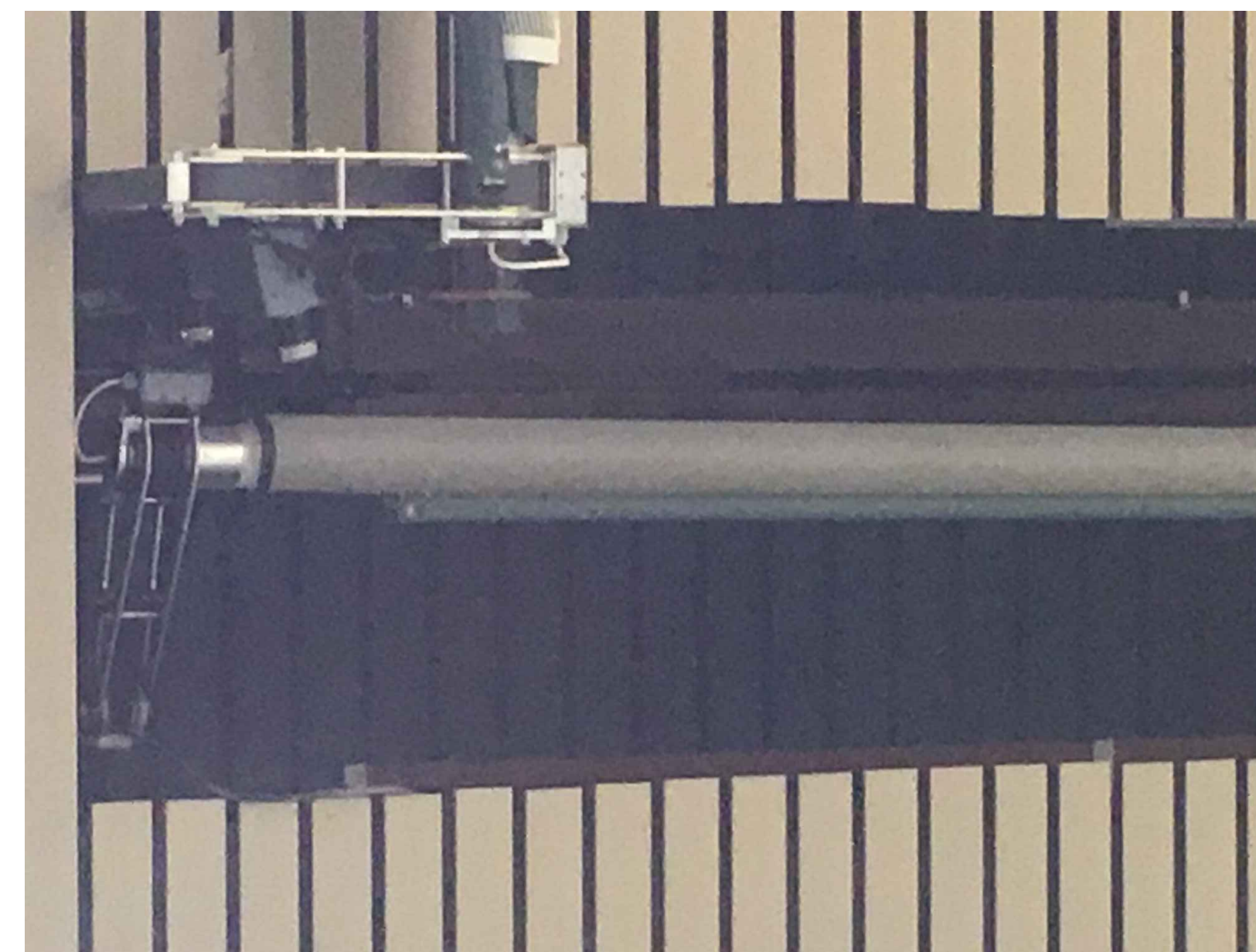
EXISTING CURTAIN CONTROL BOXES



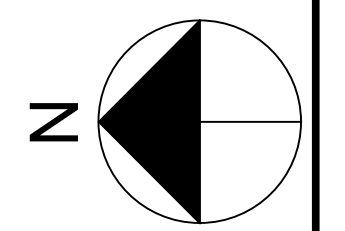
EXISTING TUBE SUPPORT (EAST/WEST)



EXISTING RECESSED CURTAIN (NORTH/SOUTH)



ABOVE CEILING RECESSED SUPPORT JOIST



2018-B0044 College of DuPage PE Arena Divider Curtains

ADDENDUM # 1

March 15, 2018

.....

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You also have the option of withdrawing your bid, if necessary.

ACKNOWLEDGEMENT:

I HAVE RECEIVED THIS ADDENDUM # _____

Company Name: _____

Address: _____

Authorized Signature: _____

BIDDER: _____



COMMUNITY COLLEGE DISTRICT NO. 502

BID NUMBER: 2018-B0044

COLLEGE OF DUPAGE PE ARENA DIVIDER CURTAINS

BIDS DUE: Friday, March 30, 2018 at 01:00 p.m. Central Time

In the event of College closure due to inclement weather, bid deadline will be extended to the next business day at the same time.

RETURN BIDS TO:

**COLLEGE OF DUPAGE
PURCHASING DEPARTMENT
BIC BUILDING, ROOM 1B03
425 FAWELL BLVD.
GLEN ELLYN, ILLINOIS 60137**

A pre-bid meeting is scheduled for **Thursday, March 22, 2018 at 02:00 p.m.** in the Purchasing Office; BIC 1B03A at 425 Fawell Blvd, Glen Ellyn IL. 60137

ISSUED BY THE COLLEGE OF DUPAGE PURCHASING DEPARTMENT

March 15, 2018



Purchasing Department

425 Fawell Boulevard
Glen Ellyn, Illinois 60137-6599 <http://www.cod.edu>

PHONE (630) 942-2217

March 15, 2018

INVITATION TO BID

Sealed bids for **College of DuPage PE Arena Divider Curtains** will be received by the College of DuPage, District 502, at the office of the Purchasing Manager, Berg Instructional Center (BIC) Building, Room 1B03, 425 Fawell Blvd., Glen Ellyn, IL 60137, until **01:00 p.m. Central Time, Friday, March 30, 2018**, at which time they will be publicly opened. In the event of College closure due to inclement weather, bid deadline will be extended to the next business day at the same time.

A pre-bid conference and site visit is scheduled for **Thursday, March 22, 2018 at 02:00 p.m.** in the Purchasing Office, BIC 1B03 at 425 Fawell Blvd., Glen Ellyn, IL. 60137. A site visit will immediately follow. The pre-bid conference is not mandatory, but highly recommended.

Any bid received after the date and time stated above will be returned unopened. College of DuPage shall not be responsible for bids that are not received at the specific office location indicated above by the stated deadline. **Failure by a delivery service company or person to meet the deadline will not excuse the Respondent from the deadline requirement.** It is solely, the bidder's responsibility, to ensure that adequate time is allowed for timely and accurate delivery.

Respondents may download the RFP in addition and any future addenda from the College's Purchasing website at the following URL address: <http://cod.edu/about/purchasing/requests/index.aspx>

Prices offered shall be F.O.B. Destination, College of DuPage, 425 Fawell Blvd., Glen Ellyn, IL 60137. Prices must be firm. No bids will be accepted on the basis of a price prevailing at the time of shipment.

The award(s) of the contract will be made to the lowest responsible and qualified bidder whose bid complies with all the requirements prescribed. Brand or trade names in bid specifications are used for identification purpose only.

No bid shall be withdrawn for a period of ninety (90) days after the bid opening date without the consent of the College.

LEGAL NOTICE

BID NOTICE

No. 2018-B0044

The College of DuPage is accepting sealed bids for **College of DuPage PE Arena Divider Curtains**. Bid documents may be downloaded from the Purchasing Website at www.cod.edu/about/purchasing/requests/ by clicking on the link for this bid and following the instructions.

Bids are due to the College of DuPage Purchasing Department in the Berg Instructional Center (BIC) Building, Room 1B03, 425 Fawell Blvd., Glen Ellyn, IL 60137 up to and no later than **01:00 p.m. Central Time, Friday, March 30, 2018**, at which time they will publicly opened. College of DuPage Board of Trustees Reserves the right to reject any and all responses. This invitation is issued in the name of the Board of Trustees of College of DuPage, Community College District 502, Glen Ellyn, Illinois.

A pre-bid conference and site visit is scheduled for Thursday, March 22, 2018 at 02:00 p.m. in the Purchasing Office, BIC 1B03 at 425 Fawell Blvd, Glen Ellyn IL 60137. A site visit will immediately follow. The pre-bid conference is not mandatory, but highly recommended.

The College of DuPage is committed to the economic development of disadvantaged business enterprises; qualified Minority, Women, and Persons with Disabilities Owned Businesses are highly encouraged to participate.

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BID SUBMISSION CHECKLIST

Things to Remember When Submitting a Response to an Invitation to Bid for the College of DuPage

1. **Read the *entire* document.** In your review, note critical items such as: blackout period, required goods and services, submittal dates, submission requirements, etc.
2. **Note the contact information provided.** The Purchasing Office Buyer at purchasing@cod.edu is the single point of contact for this Invitation to Bid and is the only person with whom you are allowed to communicate regarding this bid. This person is an excellent source of information for any questions you may have.
3. **Take advantage of the “question and answer” period.** Submit your questions to the Purchasing Department by the date in the Invitation to Bid and view the answers given in the formal addenda issued for the Invitation to Bid. All addenda issued for an Invitation to Bid will be emailed to each company that downloaded the bid documents and will include all questions asked and answered concerning the Invitation to Bid. Please ensure when downloading the bid documents, you use a valid email address.
4. **Do not alter, add to, or delete and part of the Bid documents without prior approval.** Please refer to the section titled *Exceptions* for instruction on how to request a deviation to the original Invitation to Bid.
5. **Ensure all Addenda are signed.** Before submitting your response, check the College Purchasing website at <http://www.cod.edu/about/purchasing/requests/index.aspx> to see whether any addenda were issued for this Bid request. If so, you must submit a signed copy of the addenda along with your bid response.
6. **Review and read the bid document again to make sure you have addressed all requirements.**
*Your original response and the requested electronic copy (flash drive) must be identical and be complete.
*Bids will not be accepted if Sections 5, 6, and 7 are not completed. (Please note there are two (2) signature lines in Section 7 that must be signed.)
*If your company is a Certified Women-Owned, Minority-owned, or Persons with Disability-owned business, please include a copy of any and all certifications.
7. **Submit your response on time.** Note the date and time listed on the front page of the Invitation to Bid and be sure to submit all required items on time. Late responses will not be accepted and will be returned, unopened. Ensure the box (s) containing your proposal is appropriately labeled. Please allow adequate time for delivery to the Purchasing Department.
8. **Important dates to know:**
 - Bid Publication Date – 03/15/18
 - Pre-Bid Meeting Date - 03/22/18 at 02:00 p.m.
 - Questions Due – on or before 12:00 p.m. on 03/23/18
 - Bids Due – 03/30/18 at 01:00 p.m.
 - Target Board Approval Date – 04/19/17

1.0 GENERAL INFORMATION

1.1 DEFINITIONS

- A. **BIDDER** shall mean the individual or business entity submitting a Bid to supply any or all of the services or goods required by the Bid Documents.
- B. **BID** shall mean the Bid Documents as completed by the Bidder which constitutes the Bidder's offer.
- C. **CONTRACT** shall mean the agreement between the College and Contractor as set forth in the Bid Documents and as awarded by the College of DuPage Board of Trustees.
- D. **BID DOCUMENTS** shall mean collectively the Instructions to Bidders, General Conditions, Special Conditions, Specifications, Attachments, and Addenda, if any, Bid, Site Inspection Certificate, Contractor Certifications and Forms for Minority Participation. The above documents shall be considered as one integrated document setting forth the obligations of the parties.
- E. **CONTRACTOR** shall mean the individual or business entity submitting a Bid and to whom the College of DuPage Board of Trustees awards the Contract.
- F. **COLLEGE** shall mean the College of DuPage, Community College District No. 502, a body politic and corporate of the State of Illinois.
- G. **DIRECTOR** shall mean the person or persons authorized by the College to act in connection with this Contract. Such authorization shall not include any power to change the scope of the Contract or to obligate the College to pay additional sums beyond the amount of the Contract awarded by the College of DuPage Board of Trustees.
- H. **PURCHASING MANAGER** shall mean the Purchasing Manager of the College of DuPage.
- I. **SPECIFICATIONS** shall mean the description of the required services, Contract Goods, equipment, personnel, volume and use statistics and all requirements for the scope of work set forth in the Bid Documents.

1.2 BIDS TO CONFORM TO REQUIREMENTS OF LEGAL ADVERTISING

The College will not entertain or consider any Bid responses: (i) received after the exact time specified in the legal advertisements; (ii) not accompanied by the required bid deposit/bond, if required; or (iii) in any other way failing to comply fully with the conditions stated in the legal advertisement.

1.3 COMPLIANCE

Submissions under this Invitation to Bid shall be for items at least equal to or better than the quality and performance characteristics stated herein. The burden of proof that product and services meet specifications shall be documented by the bidder and be provided as part of the submitted bid. Failure to provide complete documentation of the product compliance with specifications required may result in bid rejection.

1.4 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS

This Contract is a competitively bid public contract of the College of DuPage subject to laws and ordinances governing public contracts. The Bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State and other local government agencies which may in any manner affect the preparation of the Bid or the performance of the Contract. If the Bidder observes that any of the Bid Documents are at variance therewith, it shall promptly notify the Purchasing Manager in writing and necessary changes shall be effected by appropriate modification.

1.5 REGULATIONS

The Contractor or Subcontractor, warrants that they are familiar with and they shall comply with all Federal, State, and Local Laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Contract, including, without limitation, Workmen's Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours and regulations with respect to use of explosives. No plea of misunderstanding or ignorance thereof will be considered. Whenever required, the Contractor, or Subcontractor, shall furnish the college with satisfactory proof of compliance with said Federal, State and Local Laws, statutes, ordinances, rules, regulations, orders, and decrees.

1.6 BID MODIFICATIONS

Unless indicated, it is understood that bids are in strict accordance with specification requirements. Bids shall be deemed final, conclusive, and irrevocable. No bid shall be subject to correction or amendment for any error or miscalculation. Bid prices shall include cost of materials as specified, any applicable discounts and shipping. Installation costs shall be included only when indicated on page one. Installation shall include, but is not limited to, all assembly required, setting in place, and mounting all materials at various campus locations.

1.7 PRICES FIRM

All prices quoted in the Bid shall be firm and will not be subject to increase during the term of the Contract awarded to the Contractor, except as otherwise provided in the Bid Documents.

1.8 AWARD OF CONTRACT

The award of the contract will be made within ninety (90) calendar days after the opening of bids to the lowest responsible and qualified bidder whose bid complies with all the requirements prescribed. The successful bidder will be notified by electronic mail that their bid has been accepted and that they have been awarded the contract. Notification will also be posted on the College's Purchasing website at <http://www.cod.edu/about/purchasing/> . Failure to execute performance as per accepted bid may result in legal action by the College of DuPage to recover damages.

If a contract is not awarded within ninety (90) days after the opening of bids, a bidder may file a written request with the Purchasing Manager on the withdrawal of their bid and the Purchasing Manager will permit such withdrawal.

The bid security (if required) of all except the three (3) low bidders will be returned promptly after the bids have been checked, tabulated, and the relation of the bids established. Bid security of the three (3) lowest bidders, if required in legal notice, will be returned as soon as the contract and the bond of the successful bidder have been promptly executed and approved. If contracts cannot be awarded promptly, the College may permit the three (3) lowest bidders to substitute bid bonds for bank cashier's checks, bank drafts or certified checks submitted with their bids. Bid bonds executed by corporate surety companies shall be satisfactory to the Owner, but such substitution shall not be made until a period of fifteen (15) days has elapsed after the date of opening of bids and bond forms furnished by the College shall be used.

1.9 CONSIDERATION OF BIDS

The College reserves the right to reject or accept any or all Bid responses, to extend the bidding period, to waive technicalities in the documents and/or to direct that the project be abandoned or rebid prior to award of the Contract.

1.10 COMPETENCY OF BIDDER

No Bid will be accepted from or Contract awarded to a Bidder that is in arrears or is in default to the College upon any debt or Contract, or that is a defaulter, as surety or otherwise upon any obligation to said College, or has failed to perform faithfully any previous contract with the College.

1.11 BIDDER WARRANTIES

The submission of a Bid shall constitute a warranty that: (i) Bidder has carefully and thoroughly reviewed the Bid Documents and has found them complete and free from ambiguities and sufficient to describe the Contract work; (ii) Bidder and all workmen and/or employees it intends to use in the performance of this Contract are skilled and experienced in the type of work or services called for by the Bid Documents; and (iii) neither the Bidder nor any of its employees, agents, suppliers or subcontractors have relied on any verbal representations from the College, or any of the College's employees, agents, or consultants, in preparing the Bid.

1.12 PAYMENT TERMS

All invoices must be provided to the College for services rendered directly to the College. Undisputed invoices will be paid within sixty (60) days of receipt of properly submitted invoices to the Contractor, in accordance with the Local Government Prompt Payment Act.

1.13 PAYMENT REMITTANCE

All College vendors are required to receive payment from the College via an Automated Clearing House (ACH) transfer. Instructions to register for ACH payments will be sent, upon request, to successful bidders. Failure to comply with the ACH requirements may result in termination of the contract or purchase order. College ACH transfers typically occur the third week of each month. Invoices must be received at least 3 weeks prior to each ACH payment release. You are strongly encouraged to set up your account upon notice of award to avoid a delay payment.

1.14 CASH BILLING DISCOUNTS

Cash billing or percentage discounts for payment will not be considered in evaluating Bids.

1.15 LOCAL BUSINESS PREFERENCE

When two (2) or more responsible bidders submit the same low bid, the contract award will be determined by drawing lots in a public meeting unless one bidder is a local bidder within the District boundaries and one is a non-local bidder, in which event the local bidder will be awarded the contract.

1.16 EQUAL EMPLOYMENT OPPORTUNITY

In the hiring of employees for the performance of work under the Contract and any subcontract thereunder, no Contractor or Subcontractor shall, by reason of race, color, sex, religion, national origin, ancestry, age, marital status, disability, unfavorable military discharge or sexual orientation discriminate against any citizen of the United States, in the employment of Labor or workers, who are qualified and available to perform work to which the employment is related. Neither shall any Contractor or Subcontractor, or any person on behalf of either, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, color, sex, religion, national origin, ancestry, age, marital status, disability, unfavorable military discharge or sexual orientation.

1.17 TAX EXEMPTION

College of DuPage District #502 is exempt from Federal, State and Municipal taxes. Exemption certificates will be furnished upon request.

1.18 HOLD HARMLESS CLAUSE

The Respondent agrees to indemnify, hold harmless and defend College of DuPage, its agents, servants, and employees, and each of them against, and hold it and them harmless from, any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract.

1.19 CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall not commence work under this contract until all insurance required herein is obtained and approved by the Owner. Nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

The Contractor shall furnish the College of DuPage with a Certificate of Insurance, with College of DuPage, its trustees, officers, agents, employees, and any other parties designated by COD named as an additional insured for Commercial General and Automobile Liability, showing the minimum coverage indicated below. Insurance companies must have a Best Rating of at least A VI and otherwise be acceptable to the College. Workers' compensation insurance shall include a waiver of subrogation in favor of the College of DuPage. The College will also be shown as the certificate holder. Further, the Certificate of Insurance shall state that coverage provided is primary to any other coverage available to College of DuPage. An endorsement page showing coverage must accompany the certificate of insurance. The foregoing certificate shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least sixty (60) days prior written notice has been given to College of DuPage.

TYPE OF INSURANCE

MINIMUM INSURANCE COVERAGE

Combined Single Limit Per Occurrence/Aggregate

Commercial General Liability including:

- | | |
|---|---------------------------|
| 1. Premises – Operations | \$1,000,000 / \$2,000,000 |
| 2. Explosion, Underground and Collapse Hazard | |
| 3. Products/Completed Operations | |
| 4. Contractual Insurance | |
| 5. Broad Form Property Damage | |
| 6. Independent Contractors | |
| 7. Bodily Injury | |

Automobile Liability

Owned, Non-owned, or Rented	\$1,000,000 / \$2,000,000
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Workers' Compensation and Employers' Liability As Required by Applicable Laws.

Professional Liability If Performance Specifications are Required by the Contract

1.20 PREVAILING WAGE ACT

When applicable, and as a condition of receiving payment, Contractor must pay its employees prevailing wages in the locality in which the work is to be performed as establish for Public Works (construction and maintenance of a public work) prevailing wage and other requirements under Contract for Public Workers 820 ILCS 130/4. When required by the College Contractor shall provide a copy of the certified payroll on request. Contractor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements.

The prevailing rates of wages are determined by the Illinois Department of Labor and are available on the Department's official website: [http://www.illinois.gov/idol/Laws- Rules/CONMED/Pages/prevailing-wage-rates.aspx](http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx). The College of DuPage has adopted the resolution regarding the prevailing wage rates for DuPage County in accordance with Illinois Prevailing Wage Act and are available the College's website: http://www.cod.edu/about/purchasing/illinois_prevailing_wage_act.aspx.

1.21 BUSINESS ENTERPRISE PROGRAM

The College of DuPage encourages the participation of qualified minorities, females, and persons with disabilities owned businesses in public contracts. It is the practice of the College to ensure full and equitable economic opportunities to persons and businesses that compete for business with the College of DuPage, including minorities, females, and persons with disabilities owned business enterprises. The College is committed to the economic development of disadvantaged business enterprises and the award of contracts to businesses owned

by minorities, females, and persons with disabilities for services to the extent provided by the Business Enterprise for Minorities, Females and Persons with Disabilities Act (“Act”), 30 ILCS 575.

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END OF SECTION

2.0 INSTRUCTIONS TO BIDDERS

2.1 OUTSIDE DOCUMENT DISCLAIMER

The College of DuPage cannot warrant, represent, or guarantee the accuracy or completeness of documents which have not been obtained directly from the College. If you have obtained these documents from a third party source, the College is not responsible for any loss or damage including, but not limited to, time, money, or goodwill arising from errors, inaccuracies or omissions in any third party bid documents.

To obtain official documents, please visit: <https://www.cod.edu/about/purchasing/requests/index.aspx> . Click on the link for this project, and follow the prompts to enter your information onto our vendor list and download the original documents. This will ensure your contact information is registered on our vendor list, and we can send you any addenda that may be issued. This website is the only official website for prospective bidders to obtain digital copies of bid documents. It is the responsibility of each prospective bidder to verify the completeness of their printed bid documents before submitting a bid and accompanying executed addenda acknowledgement, and other required forms.

2.2 BLACKOUT PERIOD

Under no circumstances are respondents to contact or discuss this Invitation to Bid, or any of the information contained herein or about this project in general, with any College of DuPage trustee, employee, vendor, contractor or subcontractor, other than using the methods outlined in this bid. Respondents are strictly forbidden from visiting the College's locations or approaching any College trustee, employee, vendor, contractor or subcontractor for any information related to this Invitation to Bid or this project without the direct knowledge and authorization in writing in advance from the Purchasing Manager or Buyer. Violation of these provisions may subject the respondent to immediate disqualification.

Initial your understanding of this requirement

2.3 REQUESTS FOR INFORMATION/CLARIFICATION

If any firm submitting a bid for this project is in doubt as to the true meaning of the specifications or other documents or any part thereof, bidder shall request clarification from the Purchasing Department. Questions must be submitted in writing and be directed via email to the Purchasing Department at purchasing@cod.edu no later than **March 23, 2017 at 12:00 p.m. Central Time**. Questions for which answers are provided will be communicated to all registered recipients of bid documents via addendum. All issued addenda must be signed and returned to the College as per the instructions in the addenda or bid will not be accepted.

2.4 2.4 PRE-BID MEETING

The College will hold a Pre-Bid Meeting at the College of DuPage, Glen Ellyn Campus, 425 Fawell Blvd, Berg Instructional Center, Room 1B03A, Glen Ellyn, IL at **2:00 p.m. on Thursday, March 22, 2018**. All parties interested in responding to the BID are urged to attend in person.

2.5 BID DEADLINE AND SUBMISSION

To be assured of consideration, Bids must be received by the College of DuPage in the College's Purchasing Department, BIC-1B03, no later than **01:00 p.m. Central Time on Friday, March 30, 2018**. Failure by a delivery service company or person to meet the deadline will not excuse the Bidder from the deadline requirement. It is solely the Bidder's responsibility to ensure that adequate time is allowed for timely, accurate delivery and that the Bid is received as required.

All Bidders shall submit:

One (1) **sealed** original copy of the Bid;
and one (1) **flash drive** containing all completed documents of the Bid.

Bids must be in a sealed envelope and delivered to:

Purchasing Manager

ATTN: Bid No. 2018-B0044

College of DuPage

BIC Building - Room 1B03

425 Fawell Blvd.

Glen Ellyn, Illinois 60137

Bids must be received by the date and hour of the Bid Opening as shown in the legal advertisement. The sealed envelope submitted by the Bidder shall carry the following information on the face of the envelope: Bidder's name, address, Bid Notice Number, advertised date of Bid Opening and the hour designated for Bid Opening as shown in the legal advertisement. Unless otherwise stated, all blank spaces on the bid forms shall be fully completed. Bidder bears all responsibility for error or omissions in the submission of the Bid.

2.6 EXCEPTIONS

If any Respondent intends to take any deviations or exceptions from the Specifications or other bid Documents, Respondent shall submit to the Purchasing Manager/Buyer a written request for a deviation or exception at least 5 business days prior to the date and time of advertised bid opening date. If the Project Manager considers such deviation or exception acceptable, the Purchasing Manager/Buyer shall issue an Addendum setting forth such deviation or exception from the Specifications or other which shall be applicable to all Respondents submitting a response.

If no Addendum is issued by the Purchasing Manager/Buyer, then such deviation or exception shall be deemed rejected.

The College may reject any response containing deviations or exceptions not previously accepted through a written Addendum. A copy of such Addendum will be e-mailed or delivered to each Respondent receiving a set of such bid Documents. Respondent shall acknowledge receipt of each Addendum issued in the space provided on the bid form or via a signed addendum. Failure to acknowledge receipt of addenda may result in disqualification of the Bid. All written requests for deviations or exceptions shall be sent to purchasing@cod.edu.

Initial understanding of this requirement: _____

2.7 ERROR IN BID

Where a bidder claims to have made a mistake, such mistake must be called to the attention of the Purchasing Manager within twenty-four (24) hours after the opening of bids. Within forty-eight (48) hours of the bid opening, bidder shall submit to the College's designated contracting officer original documentary evidence and a detailed explanation of how the mistake was made. Failure to conform to this requirement precludes the bidder from withdrawing its bid based upon a bid mistake. If such notice, proof and explanations have been tendered, and the contracting officer is convinced that a bona fide mistake has been made, the contracting officer may recommend to the Board of Trustees that the bidder be allowed to withdraw its bid and recommend that the bid be awarded to the next lowest responsible, responsive bidder. If the Board determines by majority vote, that the bidder has made a bona fide error, no award will be made upon such bid and the bid security will be returned.

2.8 WITHDRAWAL OF BIDS

Bidders may withdraw their Bids at any time prior to the time specified in the legal advertisement as the date and hour set for the Bid Opening. However, no Bidder shall withdraw, cancel or modify its Bid response for a period of ninety (90) calendar days after said advertised Bid Opening.

2.9 NOTICES

All communications and notices between the College and Bidders regarding the Bid Documents shall be in writing and hand delivered or delivered via United States mail, postage prepaid, or via email. Notices to the Bidders shall be addressed to the name and address or email address provided by the Bidders; notices to the Purchasing Manager shall be addressed to Purchasing Department, College of DuPage, BIC Building - Room 1B03, 425 Fawell Blvd., Glen Ellyn, Illinois 60137, or purchasing@cod.edu.

2.10 BID DEPOSIT

When required in the legal advertisement, the Bid shall be accompanied by cashier's check, certified check or surety bond in the amount shown in the legal advertisement or as may be prescribed in these Bid Documents. A certified or cashier's check shall be drawn on a responsible bank doing business in the United States and shall be made payable to the order of the College of DuPage. The Surety issuing the bond must have a general rating of "A", and shall be a Class VI or higher in the financial size category as defined by Best's Key Rating Guide - Property and Casualty. Failure to submit the bid deposit shall constitute an informal Bid and such Bid shall be rejected.

The Bidder hereby agrees that the bid deposit shall be forfeited to the College as liquidated damages and not as penalty in the event Bidder fails to comply with the terms of this invitation to bid, or otherwise fails or refuses to honor the Bid upon award of the Contract by the College.

The bid deposit of all bidders will be returned, with the exception of the winning Contractor, after the College has awarded the Contract. The bid deposit of the Contractor will be returned after the Contract has been awarded and the Contractor has submitted all insurance documentation and the Performance and Payment Bond, as required by the Bid Documents.

***A bid deposit is not required for this project.**

2.11 PERFORMANCE AND PAYMENT BOND

The successful Bidder shall furnish a Performance and Payment Bond in the full amount of the Contract. The Surety issuing the Performance and Payment Bond must have a general rating of "A" and shall be a Class V or higher in the financial size category as defined by Best's Key Rating Guide-Property and Casualty.

In the event that the Bidder fails to furnish the Performance and Payment Bond within fourteen (14) calendar days after service of the Notice of Award, the College may elect to retain Bidder's bid deposit as liquidated damages and not as a penalty and the Contract may be terminated. The parties agree that the sum of the bid deposit is a fair estimate of the amount of damages that the College will sustain due to the Bidder's failure to furnish the Performance and Payment Bond and the termination of the Contract.

END OF SECTION

3.0 SPECIFICATIONS

3.1 SCOPE OF WORK:

Scope of work shall include but not limited to: See Exhibit A

This contractor and/or his sub-subcontractor(s) shall provide all labor, material, equipment and supervision necessary, incidental or reasonably inferred to complete all items for this scope of work and related work in accordance with this Section 3.1, Exhibit "A", Specification Arena Divider Curtain, Exhibit "B", Product Substitution Sheet, and Exhibit "C", Specification Drawings.

It is understood that the drawings and specification are documents which indicate the general scope of the project and as such, the drawings and specifications do not necessarily indicate or describe all "Work" required for the full performance and completion of the work. The winning bidder of this project is to provide a turnkey solution to the owner for providing and installing new center-drive divider curtains. Contractor/subcontractor is to furnish and install all items required for the proper completion of his work without adjustment to the Contract and/or his subcontractor's price.

All work shall be completed in a professional manner by a knowledgeable contractor who is familiar with this type of work and installation of gym equipment.

1. Provide (4) new center-drive divider curtains. This contractor shall remove the existing divider curtains and replace with new curtains. This contractor shall provide all necessary mounting assemblies for attachment to existing support structures at the (4) locations.
2. The contractor is responsible for any disposal cost associated with the existing divider curtains that are to be removed.
3. The contractor is responsible to verify all site conditions, existing supports and field measurements in connection with the work, notifying the College Project Manager in writing of any discrepancies prior to the fabrication or commencement of installation of any work.
4. The contractor is responsible for any ceiling modifications required to accommodate new curtain system. Ceiling must be returned to original condition if modifications are necessary.
5. A licensed and certified electrical contractor must perform any electric wiring, connections, and terminations for power and controls.
6. The contractor is required to protect all adjacent surfaces from any damage when removing and installing the new curtain systems. Repair of adjacent surfaces, if necessary, will be at the cost of the installing contractor.
7. The contractor will have attended site walk through to understand the scope of work and acknowledges the work needed to complete the installation of work.
8. The contractor shall coordinate with onsite project manager for all work to be completed.
9. The contractor shall keep the site area clear of any debris during the installation of their work.
10. A punch list walk through will be completed with the Colleges Project Manager after the contractor indicated he is substantially complete. The contractor will have 10 business days to complete his punch list.
11. All materials shall be new and in manufacture's original, unopened containers.

3.2 SUPPLEMENTAL GENERAL CONDITIONS

1. All Work is to be performed during normal project working hours. Days / Hours of operation are as follows: Monday through Friday, 7:00 am –4:00 pm. Request for Overtime or Weekend or Holiday work hours is to be reviewed / approved by College of DuPage project manager.
2. The contractor shall also provide on separate cover all suppliers and subcontractors with contact information and approximate values before the first pay application. Subcontractor and supplier lien waivers will be required for each payment application.
3. The contractor shall perform all work, per local union agreements, or per Illinois Prevailing wage. This contractor shall provide appropriate labor forces necessary for performing its work and clean up of its work. Bidder and all bidder's subcontractors must participate in applicable apprenticeship and training programs approved and registered with the United States Department of Labor and Bureau of Apprenticeship and Training.
4. The contractor shall prohibit any of their employees to work on campus who have been convicted of violent crimes or have outstanding criminal warrants.
5. The contractor shall comply with all parking regulations and shall park their vehicles in authorized areas only. This contractor shall advise the College Project Manager if certain parking areas are to be blocked off to perform their work 72 hrs. Prior to installation.
6. College of DuPage students, faculty, and staff are not to be disturbed or in any way disrupted in their responsibilities. Construction personnel are to refrain from any unsavory or unwanted comments toward students, faculty, staff and visitors to campus.
7. College of DuPage is a non-smoking campus. The use of tobacco products is prohibited on campus.

3.3 CLOSE-OUT & WARRANTY REQUIREMENTS

Provide Manufacturer's Warranty Documentation for new arena center-drive divider curtains.

END OF SECTION

4.0 BID FORM

2018-B0044 College of DuPage PE Arena Divider Curtains

FIRM NAME, CONTACT NAME and PHONE NUMBER

Proposes to furnish all labor, materials, equipment and services as required to satisfactorily complete all work described here in as required for the delivery and installation of the project where bid below:

The below prices include all stipulations and requirements of Addenda No. , and _

College of DuPage PE Arena Divider Curtains	
Base Bid Total	\$

Submitted by : _____(printed)

Submitted by : _____(signed)

END OF SECTION

5.0 BUSINESS ENTERPRISE PROGRAM

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

The Business Enterprise for Minorities, Females and Persons with Disabilities Act (BEP) establishes a goal for community colleges contracting with businesses that have been certified as owned and controlled by persons who are minorities (MBE), female (FBE/ also referred to as WBE), or persons with disabilities (PDBE) (collectively, BEP certified vendor(s)). 30 ILCS 575

Contract Goal to be Achieved by Vendor: This solicitation includes an aspirational participation goal of 20% based on the availability of BEP certified vendors to perform or provide the anticipated services and/or supplies required by this solicitation.

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

Following are guidelines for Vendor's completion of the Utilization Plan. The Utilization Plan must demonstrate that Vendor has either: (1) met the entire contract goal; or (2) made good faith efforts towards meeting the goal.

At the time of bid or offer, Vendor, or Vendor's proposed Subcontractor, must be certified with the Illinois Department of Central Management Services as a BEP certified vendor.

Failure to complete a Utilization Plan or provide Good Faith Effort documentation shall render the bid or offer non-responsive; and subject to rejection and/or disqualification in the College's sole discretion.

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Joint Venture Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Joint Venture Agreement must clearly evidence that the BEP certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the BEP certified vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the BEP certified vendor to be dedicated to the performance of the contract. Established Joint Venture Agreements will only be credited toward BEP goal achievements for specific work performed by the BEP certified vendor. **Each party to the Joint Venture Agreement must execute the bid or offer prior to submission of the bid or offer to the College.**
2. An agreement between a vendor and a BEP certified vendor in which a BEP certified vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The College may request

additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the College in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed BEP certified vendor. Failure to cooperate by Vendor and BEP certified vendor may render the bidder or offeror non-responsive or not responsible. **The contract will not be awarded to Vendor unless Vendor's Utilization Plan is approved by the College.**

3. **BEP Certified Vendor Locator References:** Vendor may consult CMS' BEP Vendor Directory at www.sell2.illinois.gov/cms/business, as well as the directories of other certifying agencies, but firms **must be certified with CMS as BEP certified vendors at the time of bid or offer.**
4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the College deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subcontractor or supplier.
5. **Calculating BEP Certified Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all BEP certified vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by BEP certified vendors, by subcontractors or suppliers to such vendors, is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:
 - 5.1 The value of the work actually performed or goods/equipment provided by the BEP certified vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the BEP certified vendor, including supplies purchased or equipment leased by the BEP certified vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.
 - 5.2 A vendor shall count the portion of the total dollar value of the BEP contract equal to the distinct, clearly defined portion of the work of the contract that the BEP certified vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other BEP certified vendor. Work performed by the non- BEP certified party shall not be counted toward the goal. **Work that a BEP certified vendor subcontracts to a non-BEP certified vendor will not count towards the goal.**
 - 5.3 A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a BEP certified vendor manufacturer, BEP certified regular dealer, or BEP certified supplier. A Vendor shall count toward the goal the following expenditures to BEP certified vendors that are not manufacturers, regular dealers, or suppliers:
 - 5.3.1 The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by College to be reasonable and not excessive as compared with fees customarily allowed for similar services.

5.3.2 The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the College to be reasonable and not excessive as compared with fees customarily allowed for similar services. The BEP certified vendor's trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.

5.3.3 The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the College to be reasonable and not excessive as compared with fees customarily allowed for similar services.

5.4 BEP certified vendors who are performing on contract as second tier subcontractors may be counted in meeting the established BEP goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.

5.5 A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.

5.5.1 A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The BEP certified vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the College shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.

5.5.2 A BEP certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain BEP certified vendor participation. In determining whether a BEP certified vendor is such an extra participant, the College shall examine similar transactions, particularly those in which BEP certified vendors do not participate, and industry practices.

5.6 A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

6. Good Faith Effort Procedures: Vendor must submit Utilization Plans, subcontract documents, and/or Letters of Intent that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must document and explain within the Utilization Plan the good faith efforts it undertook to meet the goal.

Utilization Plans are due at the time of and must be enclosed and sealed with the bid or offer submission. Copies of subcontract documents and/or Letters of Intent shall be due upon request.

- 7. Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan. **After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract.** If Vendor did not succeed in obtaining BEP certified vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of BEP certified vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.
- 7.1.** The Utilization Plan may not be amended after contract execution without the College's prior written approval.
 - 7.2. Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the College.** Unauthorized changes or substitutions, including performing the work designated for a BEP certified vendor with Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions.
 - 7.3.** If it becomes necessary to substitute a BEP certified vendor or otherwise change the Utilization Plan, Vendor must notify the College in writing of the request to substitute a BEP certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The College shall notify the Council or its delegate of the request to substitute a BEP certified vendor or change the Utilization Plan. The College reserves the right to approve or deny a request for substitution or other change in the Utilization Plan.
 - 7.4.** Where Vendor has established the basis for the substitution to the College's satisfaction, it must make good faith efforts to meet the contract goal by substituting a BEP certified vendor. Documentation of a replacement BEP certified vendor, or of good faith efforts to replace the BEP certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non-BEP certified vendor or Vendor may perform the work.
 - 7.5.** If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the College to modify the Utilization Plan and must make good faith efforts to ensure that BEP certified vendors have a fair opportunity to submit a bid or offer on the new scope of work.
 - 7.6.** A new BEP certified vendor agreement must be executed and submitted to the College within five business days of Vendor's receipt of the College's approval for the substitution or other change.
 - 7.7.** Vendor shall maintain a record of all relevant data with respect to the utilization of BEP certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three years after the completion of the contract. Full access to these records shall be granted by Vendor upon 48 hours written demand by the College to any duly authorized representative thereof, or to any municipal, state or federal authorities. The

College shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the BEP certified vendor and final payment to the BEP certified vendor by Vendor, but not later than 30 calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the BEP certified vendor under the contract.

- 7.8.** The College will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the BEP certified vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the College to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- 7.9.** The College reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

UTILIZATION PLAN

The Utilization Plan and Letter of Intent must be sealed and submitted with Proposal.

_____ (Vendor) submits the following Utilization Plan as part
Respondent Name

of our bid or offer in accordance with the requirements of the BEP Program Status and Participation section of the solicitation for **College of DuPage PE Arena Divider Curtains, Bid Number 2018-B0044**. We understand that all subcontractors must be certified with the CMS BEP Program at the time of submission of all bids and offers. **We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.**

Vendor submits the following statement:

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

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

Name: _____ Title: _____
Telephone: _____ Email: _____

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

If the BEP participation goal was not achieved, the vendor must provide documented evidence of good faith efforts to achieve the goal.

Below is a checklist of actions that will be used to evaluate a Vendor's Demonstration of Good Faith Efforts and Request for Waiver. **Please check the actions which you completed.** If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed description of such efforts. The College reserves the right to review and audit the results of the vendor's efforts as described below.

- Utilize the Sell2Illinois website: www2.illinois.gov/cms/business to identify BEP certified vendors within the respective commodity/service codes denoted above and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.
- Solicit through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of BEP certified vendors that have the capability to perform the work of the contract. Vendor must solicit this interest within sufficient time to allow the BEP certified vendors to respond to the solicitation. Vendor must determine with certainty if the BEP certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal. Vendor must provide interested BEP certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
- Select portions of the work to be performed by BEP certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP certified vendor participation, even when Vendor might otherwise prefer to perform these work items with its own forces.
- Make a portion of the work available to BEP certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate BEP certified vendor participation.
- Negotiate in good faith with interested BEP certified vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of BEP certified vendors that were considered and an explanation as to why an agreement could not be reached.
- Thoroughly investigate the capabilities of BEP certified vendors and not reject them as unqualified without sound reasons.
- Make efforts to assist interested BEP certified vendors in obtaining lines of credit or insurance as required by the College.
- Make efforts to assist interested BEP certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

6.0 CERTIFICATIONS **Required**

IMPORTANT: All bidders are required to complete and sign this form. Completed form must be returned with bid no later than the advertised bid deadline. Failure to return this completed form may result in disqualification of bid.

THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COLLEGE LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

- A. Prevailing Wage Act. To the extent required by law, Contractor shall not pay less than the prevailing wage as established pursuant to an Act Regulating the Wages of Laborers, Mechanics, and Other Workman employed under Contract for Public Workers 820 ILCS 130/1 *et seq.* Our company certifies that it is eligible for bidding on public contracts and has complied with section 11a of the Prevailing Wage Act, 820 ILCS 130.01-12. **Yes** _____ **No** _____
- B. Human Rights Act. To the extent required by law, Contractor shall abide by the Illinois Human Rights Act, 775 ILCS 10/0.01 *et seq.*
- C. Drug Free Workplace. To the extent required by law, Contractor shall abide with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 *et seq.*
- D. Sexual Harassment Policy. Contractor represents by the signing of this agreement that it has a written sexual harassment policy that is in accordance with 775 ILCS 5/2-105 (A) (4).
- E. Non-debarment. By executing this agreement Contractor certifies that it has not been debarred from public contracts in the State of Illinois for violating either 33E-3 or 33E-4 of the Public Contracts Act, 720 ILCS 5/33E-1 *et seq.*
- F. Fair Employment Practice: Company is in compliance with all State and Federal laws regarding Fair Employment Practice as well as all rules and regulations. **Yes** _____ **No** _____
- G. Our company has an Equal Employment Opportunity and Affirmative Action Program which complies with Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and the Rehabilitation Act of 1973.
Yes _____ **No** _____
- H. Our company certifies that it is eligible for bidding on public contracts and is not in violation of either paragraph 33E-3 or 33-E-4 of Public Act 86-150, 720ICLS 5 with regards to bid rigging/bid rotating. **Yes** _____ **No** _____
- I. When required by law, the bidder and all bidder's subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training as required by Illinois Public Act 093-0642.

ADVICE

A. MINORITY/WOMAN-OWNED, DISADVANTAGED BUSINESS? YES _____ NO _____. If yes, please attach copy of certification and advise certification number and expiration date below:

Name of Certifying Entity: _____

Certification #: _____ Expiration Date: _____

B. STATE NEGOTIATED COOPERATIVE AGREEMENT: YES _____ NO _____ Contract No. _____

Signature

Respondent/Company Official: _____ Date: _____

7.0 SIGNATURE PAGE **Required**

IMPORTANT: All bidders are required to complete and sign this form. Completed form must be returned with bid to purchasing@cod.edu no later than the advertised bid deadline. Failure to return this completed form may result in disqualification of bid.

Check One:

- SOLE PROPRIETOR** **PARTNERSHIP** (and/or JOINT VENTURE) **LIMITED LIABILITY COMPANY**
- CORPORATION**

The undersigned acknowledges receipt of a full set of Bid Documents and Addenda Numbers _____ (None unless indicated here). **All issued addenda must be signed and returned to the College as per the instructions in the addenda or bid will not be accepted.**

The undersigned makes the foregoing Bid subject to all of the terms and conditions of the Bid Documents. The undersigned certifies that all of the foregoing statements of the Vendor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid are true and correct. Upon award and execution of this Contract by the College of DuPage Board of Trustees, the undersigned agrees that execution of this Bid shall stand as the undersigned's execution of this Contract.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

EMAIL ADDRESS: _____

CELLULAR TELEPHONE NUMBER: _____

FEIN/SSN: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

Subscribed to and sworn before me this

_____ Day of _____, 2016. My commission expires: _____

X _____

Notary Public Signature

Notary Seal

* **Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.**

** **If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

*** **Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.**

*** **If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**

**** **In the event that this Signature Page is signed by any persons other than the President and Secretary, attach either a certified copy of the corporate by-laws, a resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.**

8.0 CONFLICT OF INTEREST DISCLOSURE AND NON-COLLUSION FORM **Required******

IMPORTANT: All bidders are required to complete and sign this form. Completed form must be returned with bid no later than the advertised bid deadline. Failure to return this completed form may result in disqualification of bid.

BID #: _____ DATE: _____

CONFLICT OF INTEREST DISCLOSURE

College of DuPage (COD) reserves the right, at its sole discretion, to reject any and all bids, revise the submission timeline as described in the solicitation, and to discontinue at any time the submission process as described in the solicitation. College of DuPage is requiring that any and all relationships with the College, its Administrators, Trustees, Committee members, COD Foundation Trustees, or any other Employee of the College be disclosed in writing as a part of any bid submitted. Contact with any employee of the College of DuPage during the pre-award period, except as noted in the solicitation, is strictly forbidden and is considered sufficient grounds for dismissal from the Bid/RFP process.

VENDOR CONFLICT OF INTEREST DISCLOSURE

Define the relationship with any College of DuPage Administrator, Trustee, Employee, COD Foundation Board member, Committee member, or their immediate family member, with which your company or any of its owners, officers, Trustees, employees, or their immediate family, does business or is likely to do business with, or for which there is an opportunity to influence a related College decision; include the name and relationship to any immediate family member.

Vendor certifies that there is no known conflict of interest with any COD Administrator, Employee, Trustee, Committee member, or COD Foundation Trustee, or their immediate family.

Vendor Printed Name: _____ Title: _____

Signature: _____ Date: _____

NON-COLLUSION STATEMENT

The undersigned affirms that he/she is duly authorized to execute this contract and that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been Communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Company Name: _____ Owners/Principal(s)
Name(s)/Title(s): _____

Vendor Address: _____ City, State, Zip: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Signature

Bidder/Company Official: _____ Date: _____

EXHIBIT A – SPECIFICATION ARENA DIVIDER CURTAINS

EXHIBIT B – PRODUCT SUBSTITUTION SHEET

EXHIBIT C – SPECIFICATION DRAWINGS