COLLEGE OF DuPAGE
REGULAR BOARD MEETING
STANDARD BOARD APPROVAL

1. **SUBJECT**
   
   Booklet Maker for Print Services.

2. **BUDGET STATUS**

   Funds in the amount of $37,783.00 are being provided by the Copy Center: Equipment budget 01-80-00733-5807001.

3. **BACKGROUND INFORMATION**

   This bid represents the purchase of one (1) Booklet Maker for Print Services. This purchase will replace the current Sprint 500 booklet maker which is over 10 years old. This equipment is used for finishing printed, uncollected sets into collated, folded, and saddle-stitched booklets. Newer technology will allow us to finish printed material produced from either offset or digital printing processes, and has the ability to handle different media types, weights and sizes. A 2-step fold-roller system will give a sharp fold without marking and eliminates the risk of tearing.

   A legal notice was published and three (3) vendors were solicited. Three (3) vendors responded. No local or minority-owned businesses responded. One (1) of the vendors (Xerox) placed two separate bids for different models.

   Two of the bids were disqualified due to not meeting specifications.

   Following is a recap of the bid tabulation:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Bid Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>IdentiSys, Inc</td>
<td>Bid Disqualified</td>
</tr>
<tr>
<td>Tompkins</td>
<td>$37,783.00</td>
</tr>
<tr>
<td>Xerox Bid #1</td>
<td>Bid Disqualified</td>
</tr>
<tr>
<td>Xerox Bid #2</td>
<td>$53,192.00</td>
</tr>
</tbody>
</table>

   *Recommended award in bold*

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

That the Board of Trustees award the bid for Booklet Maker for Print Services to Tompkins Printing, 5050 N. Rose St. Schiller Park, IL 60176, for the total amount of $37,783.00.
BID NO. 2015-B0049

College of DuPage

RE-BID
BOOKLET MAKER SYSTEM
FOR
PRINT CENTER
COLLEGE of DuPAGE
COMMUNITY COLLEGE DISTRICT NO. 502

BIDS DUE February 6, 2015 at 2:00pm – ROOM BIC-1540

COLLEGE of DuPAGE
PURCHASING DEPARTMENT
ROOM BIC 1540
425 FAWELL BLVD.
GLEN ELLYN, ILLINOIS 60137

ISSUED BY THE
PURCHASING DEPARTMENT
January 22, 2015

INVITATION TO BID

Sealed bids for BOOKLET MAKER FOR PRINT CENTER (Re-BID) will be received by the College of DuPage, District 502, at the office of the Purchasing Manager, Berg Instructional Center (BIC) Building, Room 1540, 425 Fawell Blvd., Glen Ellyn, IL 60137, until 2:00 PM, Friday, February 6, 2015, at which time they will be publicly opened.

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. It is solely, the bidder’s responsibility, to ensure that adequate time is allowed for timely and accurate delivery.

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.

Award will be made to the lowest responsible bidder on a total bid basis. Brand or trade names on bid specifications are used for identification purpose only.

No bid shall be withdrawn for a period of sixty (60) days after the bid opening date without the consent of the College.

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, proposer shall request clarification from the Buyer, Kelly Froehlich. Questions must be submitted in writing and be directed via email to: froehlichk197@cod.edu no later than Friday, January 30, at 5:00pm. Questions for which answers are provided will be communicated to plan holders via addendum.

The College of DuPage reserves the right to reject any bid if it is not deemed suitable for the purpose for which it is intended. The bidder acknowledges the right of the Owner to reject any or all bids and to waive any informality or irregularity in any bid received. In addition, the bidder recognizes the right of the Owner to reject a bid if the bidder failed to submit the data required by the bidding documents, or if the bid is in any way incomplete or irregular.

AWARD OF CONTRACT

The award of the contract will be made within sixty (60) calendar days after the opening of proposals to the lowest responsible and qualified bidder whose proposal complies with all the requirements prescribed. The successful bidder will be notified by letter that their bid has been accepted and that they have been awarded the contract. 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 sixty (60) days after the opening of proposals, a bidder may file a written request with the Purchasing Manager on the withdrawal of their bid and the Owner will permit such withdrawal. The bid security (if required on page 3) 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 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 Owner may permit the three (3) lowest bidders to substitute bid bonds for bank cashier's checks, bank drafts or certified checks submitted with their proposals. 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 proposals and bond forms furnished by the Owner.
SAFETY
The Contractor shall comply with State and Federal Safety regulations as outlined in the latest revision of the Federal Construction Safety Standards (Series 1926) and with applicable provisions and regulations of Occupational Safety and Health Administration (OSHA), and the Standards of the Williams-Steiger Occupation Health and Safety Act, 1970 (Rev.). The Contractor, Engineer and Owner shall each be responsible for his own respective agents and employees.

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 laws 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.

ENVIRONMENTAL HAZARDS
The Contractor or Subcontractor shall incorporate the use of products containing the lowest available amounts of volatile organic compounds (VOC’s) in the completion of all aspects of the Contract. Material Safety Data Sheets (MSDS) shall be provided to the College for any product that poses a potential health hazard from its use. All MSDS’s for such products shall be submitted to the College for review prior to their use. In the event that products with low VOC’s cannot be utilized, the Contractor shall notify the College of this situation and limit the application of such products to periods when the facilities are minimally populated. The contractor shall make every effort to keep exposure to hazardous materials below OSHA permissible limits. The Contractor shall furnish the College with satisfactory proof of compliance, whenever requested.

INSURANCE
The College of DuPage requires a Certificate of Insurance listing:
I) Workmen’s Compensation Insurance shall be carried for all employees employed in carrying out the work contemplated under this agreement. The insurance shall comply with all State of Illinois and Federal requirements as may relate to Worker’s Compensation Insurance. Employer’s Liability Insurance shall also be provided for both bodily injury and disease that may arise out of the employment of any person involved in work under this agreement.
Limits: $500,000 Each Accident $500,000 Each Disease $500,000 Policy limit on disease
II) Automobile Liability Insurance shall be carried to cover any liability arising out of the use of any automobile. This insurance shall cover owned, non-owned, leased and hired automobiles to protect claims for bodily injury or property damage which may arise from the use of motor vehicles engaged in various operations under this Contract. Combined Single Limit of $1,000,000 for both bodily injury and property damage.
III) General Liability Insurance shall include: Bodily Injury, Property Damage, Personal Injury, Explosion, Collapse and Underground Damage Liability Endorsements (commonly called X, C, and U hazards), Products and Completed Operations, Blanket Contractual and Broad Form Property Damage coverage, with: Limits: $1,000,000 Per occurrence $2,000,000 General Aggregate $1,000,000 Personal and advertising injury liability $2,000,000 Products and completed operations aggregate
Include College of DuPage, its director’s & officers, employees and agents as additional insured’s on the policy.
Stipulate that such insurance is primary and is not in addition to, or contributing with, any other insurance carried by, or for the benefit of College of DuPage.
Waive any and all right of subrogation against College of DuPage
Contain separation of insured’s endorsement.
The aggregate limit must be written per Project or per location limit
IV) Umbrella/Excess Liability Insurance shall be carried to cover any liability in excess of the limits of coverage already required and provided through the primary liability policies. Limits: $2,000,000 per occurrence.
$2,000,000 Aggregate Umbrella Excess Liability Insurance must be in excess of the Employer’s Liability Insurance, Automobile Liability Insurance, and General Liability Insurance.
V) Property Insurance shall be carried to protect all owned property brought on the premises relative to this agreement.
VI) Terms and Conditions
Prior to the commencement of the agreement, a valid/original Certificate of Insurance evidencing that all required
insurance is in force, executed by an authorized representative of the insurance company, must be sent to College of DuPage, Attn: Purchasing Manager. Such Certificates shall identify the specific project/contract and location. All Insurance companies shall be rated A VI or better by the current Best's Rating Guide and approved by the College. All policies of insurance must be endorsed to contain a provision giving College of DuPage a thirty-day (30) prior written notice by registered mail of any cancellation of that policy or material change in coverage. Receipt and review by the College or the College’s Representative of any copies of insurance policies or insurance certificates shall not relieve the party to this agreement of his obligation to comply with the insurance provisions of the Agreement. The insurance provisions of this Agreement shall not be construed as a limitation of the responsibilities and liabilities pursuant to the terms and conditions of this Agreement, including but not limited to liability for claims in excess of the insurance limits and coverage’s set forth herein. All policies shall be written with insurance companies licensed to do business in the State of Illinois. The College reserves the right to verify any information with the carrier.

BID MODIFICATIONS

Unless indicated, it is understood that their bid is 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.

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.

EXCEPTIONS TO SPECIFICATIONS

All prospective Contractors must read the bid specifications and College agreement terms and conditions attached to this bid carefully. Any exceptions, including additions and/or deletions to the specifications, terms or conditions presented must be clearly stated and summarized as a separate section in the bid response. Each Contractor shall submit a detailed summary statement of any and all exceptions taken to any part of this bid with reference to the specific document, section and/or paragraph(s) involved. It shall be mutually understood that the Contractor shall comply with all specifications, terms, and conditions of the bid documents unless specifically excluded in their bid response. Unfamiliarity with the College's agreements, operations, and facilities shall not relieve the successful Contractor from the necessity of providing, without cost to the College, any materials or performing any labor or service that may be required to carry out the intent of the resulting agreements. Contractor’s signature shall be construed as acceptance of, and willingness to comply with, all provisions of the bid and resulting agreements unless noted.

ERROR IN BID

Where a bidder claims to have made a mistake, such mistake must be called to the attention of the Owner within twenty-four (24) hours after the opening of bids. Within forty-eight (48) hours of the bid opening, bidder shall submit to Owner original documentary evidence to the Owner's designated contracting officer with 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.

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.

TIME OF COMPLETION
Time is of the essence in the installation of the materials and the Contract will be predicated upon full compliance with the Contractor’s stated time of completion for Owner’s useful installation included in this bid. The Owner will evaluate each bidder’s capability in this regard in awarding the Contract. Bidders are informed that actual construction must be started immediately following the award and signing of contracts and work must be carried on continuously thereafter until completion except on written order from the Engineer.

PAYMENT
The Owner will make partial payments to the Contractor monthly and will retain from the Contractor’s payment requests an amount equal to 10% of the work performed until 75% of the contract has been completed. At 75% completion, further partial payments shall be made with a retainage amount of 5% providing that the Contractor is performing satisfactorily as to quality, schedule and co-operation as determined by the Owner.

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.

CORRECTION OF WORK AFTER FINAL PAYMENT
Neither the final payment of this Contract, by the Owner, nor any provisions in these Contract documents shall relieve the Contractor of the responsibility for negligence in the furnishings and installations of said improvement or faulty workmanship or material which show up within the minimum guarantee period of one (1) year from final acceptance of the work performed under this Contract, nor of the responsibility of remedying such faulty workmanship and materials. All warranties/guarantees shall be specified on the attached bid sheet. The successful bidder must provide all warranties/guarantees in writing prior to submitting invoices. Payment will not be released until written warranty/guarantee is received by the College of DuPage.

SUPPLIERS AND SUB-CONTRACTORS
Contractor shall supply the college with a listing of all suppliers and/or sub-contractors to be utilized as part of this Contract. This listing shall be provided as part of the bid. In the event that no sub-contractors are to be utilized, contractor shall submit a statement indicating so. Contractors and subcontractors listed on the College’s Disqualified Vendor List will not be considered for award of this contract. To access this list, follow this link to our ftp site: ftp://codpublic.cod.edu. User ID: purchasing Password: purchasing

CONTRACTOR’S AFFIDAVIT
Contractor’s affidavit and waiver of lien shall be submitted with the invoice. Contractor must state all subcontractors and status of payment for labor and materials to each. “Waiver of Lien to Date” (form #1722, rev. 3/76) and “Final Waiver of Lien” (form #3870CT, rev. 3/76). Payment will not be processed until these forms have been received.

WAIVER OF LIEN/SUB-CONTRACTORS
All contractors shall also submit a waiver of lien for each sub-contractor associated with the job, with their invoice. Payment will not be processed until these forms have been received.
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INSTRUCTIONS TO BIDDERS

DEFINITIONS

A. BIDDER shall mean the individual or business entity submitting a Bid Proposal to supply any or all of the services or goods required by the Contract Documents.

B. BID PROPOSAL shall mean the Contract 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 Contract Documents and as awarded by the College of DuPage Board of Trustees.

D. CONTRACT DOCUMENTS shall mean collectively the Instructions to Bidders, General Conditions, Special Conditions, Specifications, Attachments, and Addenda, if any, Bid Proposal, 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 Proposal 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 Contract Documents.

PREPARATION OF BID PROPOSALS

The Bidder shall provide one (1) copy of its Bid Proposal on the bid forms provided. 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 Proposal.

SITE INSPECTION CERTIFICATE

When required in the legal advertisement or the Special Conditions, the Bidder shall visit the job-site and shall carefully examine and become familiar with all conditions which may in any way affect the performance of the Contract and shall submit certification of such inspection along with the Bid Proposal. The dates and conditions of the site inspection are determined by College.
**BID DEPOSIT**

When *required in the legal advertisement*, the Bid Proposal 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 Contract 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 V 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 Proposal and such Bid Proposal 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 IB-11, IB-13, or otherwise fails or refuses to honor the Bid Proposal upon award of the Contract by the College.

The bid deposit of all bidders will be returned, with the exception of the 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 Contract Documents.

**EXCEPTIONS**

If any Bidder intends to take any deviations or exceptions from the Specifications or other Contract Documents, Bidder shall submit to the Purchasing Manager a written request for a deviation or exception prior to the date and time of Bid Opening. If the Purchasing Manager considers such deviation or exception acceptable, the Purchasing Manager shall issue an Addendum setting forth such deviation or exception from the Specifications or other Contract Documents which shall be applicable to all Bidders submitting a Bid Proposal. If no Addendum is issued by the Purchasing Manager, then such deviation or exception shall be deemed rejected. The College may reject any Bid Proposal containing deviations or exceptions not previously accepted through a written Addendum. A copy of such Addendum will be mailed or delivered to each Bidder receiving a set of such Contract Documents. Bidder shall acknowledge receipt of each Addendum issued in the space provided on the bid form. All written requests for deviations or exceptions shall be addressed to:

Purchasing Manager  
College of DuPage  
Room BIC 1540  
425 Fawell Blvd.  
Glen Ellyn, Illinois 60137  
**BOOKLET MAKER FOR PRINT CENTER**

**BIDDER WARRANTIES**

The submission of a Bid Proposal shall constitute a warranty that: (i) Bidder has carefully and thoroughly reviewed the Contract 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 Contract 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 Proposal.
SUBMISSION OF BID PROPOSALS

All Bidders shall submit the bound copy of the sealed Bid Proposal in an envelope and shall deliver them to Purchasing Manager, College of DuPage, Room BIC 1540, 425 Fawell Blvd., Glen Ellyn, Illinois 60137 by the date and hour for 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, subject matter of Bid Proposal, advertised date of Bid Opening and the hour designated for Bid Opening as shown in the legal advertisement.

BID PROPOSALS TO CONFORM TO REQUIREMENTS OF LEGAL ADVERTISING

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

COMPETENCY OF BIDDER

No Bid Proposal 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.

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.

CONSIDERATION OF BID PROPOSALS

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

Contracts for construction or related services required to be publicly bid will be awarded at the sole discretion of the College. In determining the lowest responsible bidder, the College may consider the following as well as other criteria:

1) Ability, capacity and skill of the bidder to perform the contract or provide the service required.
2) Capacity of the bidder to perform the contract or provide the service promptly, or within the time specified, without delay or interference.
3) Character, integrity, reputation, judgment, experience and efficiency of the bidder including, but not limited to, past performance record; default under previous contracts, whether or not such contract was with the College; competency; and failure to pay or satisfactorily settle all bills due for labor and material on former contracts
4) Quality of performance of previous contracts or services.
5) Previous and existing compliance by the bidder with laws and ordinances relating to the contract or service.
6) Sufficiency of the financial resources and financial ability of the bidder to perform the contract or service.
7) Quality, availability and adaptability of the supplies, machinery, plant or other equipment or contractual services to the particular use required.
8) Ability of the bidder to provide future maintenance and service for the use of the subject of the contract, including guarantees.
9) Recent findings by state or federal agencies regarding compliance with pertinent public acts.
WITHDRAWAL OF BID PROPOSALS

Bidders may withdraw their Bid Proposals 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 Proposal for a period of ninety (90) calendar days after said advertised Bid Opening.

ACCEPTANCE OF BID PROPOSALS

The Purchasing Manager shall notify the successful Bidder, in writing, of award of the Contract by the College within ninety (90) days from the Bid Opening date. Upon receipt of the Notice of Award, the Contractor shall promptly secure, execute and deliver to the Purchasing Manager any documents required herein.

PERFORMANCE AND PAYMENT BOND

When required in the legal advertisement or Special Conditions, the successful Bidder shall furnish a Performance and Payment Bond in the full amount of the Contract on the College Form, a specimen of which is provided herein. 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.

PRICES FIRM

All prices quoted in the Bid Proposal 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 these Contract Documents.

CASH BILLING DISCOUNTS

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

CATALOGS

Each Bidder shall submit where necessary or when requested catalogs, descriptive literature, and detailed drawings, fully detailing features, designs, construction, appointment and finishes not covered in the Specifications but necessary to fully describe the materials, Contract Goods or work proposed to be furnished.

AUTHORIZED DEALER/DISTRIBUTOR

The Bidder must be: (i) the manufacturer; (ii) an authorized dealer/distributor; or (iii) able to promptly secure the necessary genuine parts, assemblies and/or accessories as supplied by the original equipment manufacturer (O.E.M.), along with any necessary schematics or drawings to fulfill the contractual obligations. Further, the Bidder must be able to furnish original product warranty and manufacturer's related services such as product information, product recall notices, etc. Proof of ability to transfer product warranty to the College is to be submitted with the Bid Proposal.

TRADE NAMES

In cases where an item is identified by a manufacturer's name, trade name, catalog number, or reference, it is understood that the Bidder proposes to furnish the item identified and does not propose to furnish an "equal" unless
the proposed “equal” is definitely indicated therein by the Bidder. The College reserves the right to review and award alternate Contracts, if the commodity and/or service are suitable to its requirement.

The reference to the above catalog is intended to be descriptive and not restrictive and to indicate to the prospective Bidder articles that shall be satisfactory. Bid Proposals on other makes and catalogs shall be considered, provided each Bidder states on the face of the Bid Proposal exactly what is being proposed to be furnished or forwards with the Bid Proposal an illustration, or other descriptive matter which shall clearly indicate the character of the article covered by the Bid Proposal.

The College reserves the right to approve as an equal, or to reject as not being an equal, any article the Bidder proposes to furnish which contains major or minor variations from Specifications but which may comply substantially.

SAMPLES

Bidders may be asked upon request of the Purchasing Manager or the Director to furnish and deliver a representative sample sufficient to effectively evaluate each item listed in the Bid Proposal. All samples must be delivered F.O.B. DESTINATION, FREIGHT PREPAID to an identified delivery location within five (5) business days of the request. Samples submitted must be identical to those specified in the Bid Proposal. Submission of other than the samples reflected in the Bid Proposal or failure to furnish samples within the required time period shall be cause for rejection of the Bid Proposal. All samples are subject to mutilation and will not be returned. Bidders shall bear the cost of any samples and shipping or delivery costs related thereto.

NOTICES

All communications and notices between the College and Bidders regarding the Contract Documents shall be in writing and hand delivered or delivered via first class United States mail, postage prepaid. Notices to the Bidders shall be addressed to the name and address provided by the Bidders; notices to the Purchasing Manager shall be addressed to Purchasing Department, College of DuPage, Room BIC 1540, 425 Fawell Blvd., Glen Ellyn, Illinois 60137.

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 Proposal or effect the performance of the Contract. If the Bidder observes that any of the Contract Documents are at variance therewith, it shall promptly notify the Purchasing Manager in writing and necessary changes shall be effected by appropriate modification.

END OF SECTION
SPECIFICATIONS

The bidder shall provide for all transportation, equipment, installation, training, maintenance, labor, tools, and supplies to provide the delivery of 1 (ONE) Booklet Maker which meets or exceeds the following minimum specifications:

- Number of bins - 10
- Sheet size, minimum - approximately 4.75” x 8.25”
- Sheet size, maximum – approximately 12.6” x 18”
- Face trimming
- Able to process digital and offset printed material
- Media weights from 20# text to 80# cover
- Able to process orders between 100 and 5000 booklets per order.
- Must have staple cartridge (No stitcher wire)
- Power 110v
- Base and equipment support included
- Preferably with a square back option (in-line). If this is included as an optional item on bid, and not standard on machine, please make note of that next to the bid total.

(Our booklet orders average from 500 to 5000 booklets per order)
BID TOTAL:

Booklet Maker Brand/Model  _____________________________________
Bidder must include brochures/photos and full specs with bid.

Total Base Bid  $________________

Additional Option
Square back (in-line) Standard on this model*?  Y______  N_______

*If not standard, additional cost for this option: $________________
DELIVERY

Location: Inside delivery to BIC Building Room 0500. DO NOT deliver to the Receiving Dock. The COD does not have a lift truck.

DELIVERY DATE: ________________________
(number of calendar days after receipt of purchase order)

The receipt of the following addendum, if any, to the Specifications is acknowledged:

Addendum No. ________________________

Date: ______________________________
CERTIFICATIONS

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.

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 Contractor is in compliance with all State and Federal laws regarding Fair Employment Practice as well as all rules and regulations.


Yes _______ No _______

ADVICE

MINORITY/WOMAN-OWNED, DISADVANTAGED BUSINESS? YES_____ NO_____. If yes, please attach copy of certification and advise certification number and expiration date below:

STATE NEGOTIATED BID/ COOPERATIVE AGREEMENT: YES _____ NO ______ Contract No. ____________

Name of Certifying Entity: _______________________________________________________

Certification #: ___________________ Expiration Date: ___________________
SIGNATURE PAGE

Check One:
☐ SOLE PROPRIETOR ☐ PARTNERSHIP (and/or JOINT VENTURE) ☐ LIMITED LIABILITY COMPANY
☐ CORPORATION

The undersigned acknowledges receipt of a full set of Contract Documents and Addenda Numbers ________________________ (None unless indicated here). The undersigned makes the foregoing Bid subject to all of the terms and conditions of the Contract 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 ________________, 2015. My commission expires: ___________

X__________________________ Notary Public Signature

X__________________________ 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.
COLLEGE OF DUPAGE SIGNATURE PAGE

ON BEHALF OF THE COLLEGE OF DUPAGE, A BODY POLITIC AND CORPORATE OF THE STATE OF ILLINOIS, THIS CONTRACT IS HEREBY EXECUTED BY:


SENIOR VICE-PRESIDENT ADMINISTRATION AND TREASURER

DATED AT GLEN ELLYN, ILLINOIS THIS ___ DAY OF ________________, 2015

THE COLLEGE HEREBY ACCEPTS:

THE FOREGOING BID PROPOSAL AS IDENTIFIED IN THE CONTRACT DOCUMENTS FOR CONTRACT FOR

BOOKLET MAKER FOR PRINT CENTER RE-BID

TOTAL AMOUNT OF CONTRACT: $__________________________ (DOLLARS AND CENTS)

FUND CHARGEABLE: ____________________________________________