

**COLLEGE OF DuPAGE
REGULAR BOARD MEETING**

BOARD APPROVAL

1. **SUBJECT**

Skylight replacement for the Student Resource Center (SRC) Library.

2. **REASON FOR CONSIDERATION**

A single purchase exceeding the statutory limit of \$25,000 must be approved by the Board of Trustees.

3. **BACKGROUND INFORMATION**

The SRC library has five rows of linear dome-like skylights, approximately 240 to 300 feet in length, that were installed over a decade ago. In late summer 2015 a brief hail storm damaged the SRC library skylights in various locations. An insurance claim was submitted for the damage, and the skylights were temporarily repaired with the intention that more permanent repairs or replacements would be undertaken at a later date. Additionally, due to their age, the skylights' original curb attachments, seams and flashing systems are deteriorating.

Staff met with campus architect Bailey Edward Architects to discuss options and develop technical specifications yielding a more durable skylight installation. A legal notice for an Invitation for Bids for replacement of the five skylights was published on December 4, 2017 in the Daily Herald. The invitation was also posted to the College of DuPage Purchasing Website and distributed to in-district Chambers of Commerce. Forty-Nine (49) vendors were directly solicited. Thirty-three (33) vendors downloaded the bid document. A Pre-Bid meeting and site visit was held on December 8, 2017 at 10:00 a.m. in the College of DuPage Purchasing Department Conference Room (BIC 1B03A). A public opening of the bids was held on December 21, 2017 at 11:00 a.m. in the College of DuPage Purchasing Department Conference Room (BIC 1B03A). The following individuals were in attendance: Jacoby Radford (COD Purchasing Manager/Recorder), John McGarry (COD Buyer/Facilitator), Jordan Towne (COD Expeditor), David Virgilio (COD Assistant Financial Controller/Agent of the Board) and one representative from Sullivan Roofing. Three (3) bids were received. No women/minority owned businesses submitted a bid.

One bid was rejected. Windy City Skylights did not submit a complete bid response as required by the specification of the bid submission. Required originals for the

certification and signature pages, and the conflict of interest disclosure and non-collusion form were not submitted with their bid.

There were no bid alternates requested or provided.

The following is a recap of the bid tabulation.

Vendor	Total Base Bid
NSS Exteriors	\$ 419,246.00
Sullivan Roofing	\$ 449,239.00

Staff contacted NSS Exteriors' references of which all provided positive responses.

Budget Status

GL Account	FY2017	FY2018	YTD Spend	Available Balance
	Prior Year Spend	Annual Budget		
02-90-20148-5804001 <i>SRC Skylight Repair Library: Remodeling Exp.</i>	\$ -	\$ 800,000	\$ 30,353	\$ 769,647
FY2018 Request				<u>\$ 419,246</u>

**YTD Spend equals actuals plus committed as of 01/04/2018.*

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

4. RECOMMENDATION

That the Board of Trustees awards the Skylight Replacement for the Student Resource Center Library to the lowest responsible bidder, NSS Exteriors, 4650 West 120th Street, Alsip, IL 60803 for the total amount of \$419,246.00.

Staff Contact: Bruce Schmiedl, Director of Facilities Planning & Development
Neil Adams, Buildings & Grounds Manager

BOARD APPROVAL

SIGNATURE PAGE FOR

SKYLIGHT REPLACEMENT FOR THE STUDENT RESOURCE CENTER (SRC) LIBRARY

ITEM(S) ON REQUEST

That the Board of Trustees awards the Skylight Replacement for the Student Resource Center Library to the lowest responsible bidder, NSS Exteriors, 4650 West 120th Street, Alsip, IL 60803 for the total amount of \$419,246.00.



BOARD CHAIR

1/18/18

DATE



BOARD SECRETARY

1/18/18

DATE

2018-B0027 Skylight Replacement for the Student Resource Center Library**ADDENDUM # 2****December 15, 2017**

.....

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

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

For which Bids are scheduled to be received on December 19, 2017 no later than 11:00 a.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:

Section I. Revisions**1. The Due Date Change;**

Currently Reads:

BIDS DUE: TUESDAY, DECEMBER 19, 2017 at 11:00 a.m. Central Time

Change To:

BIDS DUE: THURSDAY, DECEMBER 21, 2017 at 11:00 a.m. Central Time

2. Section 4, Bid Form of the Invitation for Bid is deleted and replace with the following Bid Form:

4.0 BID FORM – ADDENDUM # 2

2018-B0027 Skylight Replacement for the Student Resource Center Library

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.

Schedule of Prices

	Demolition Cost	Skylight Replacement and Materials Cost	Total Bid Amount
Base Bid Row #1	\$	\$	\$
Base Bid Row #2	\$	\$	\$
Base Bid Row #3	\$	\$	\$
Base Bid Row #4	\$	\$	\$
Base Bid Row #5	\$	\$	\$
Total Base Bid			\$

Shop Drawings / Submittals:		(Date)
Material Fabrication / Procurement:		(Time Frame)
Delivery Date:		
Installation Time:		(Days)

Basis of Award:

The basis of award will be determined by the Total Base Bid and awarded to the lowest responsible bidder. Submitted bids does not commit the College to replace all skylights. The College of DuPage shall have the right to exclude bid rows in any order or combination based upon the best use of available budget, at the sole discretion of the College.

FIRM NAME, CONTACT NAME, EMAIL, and PHONE NUMBER

The bid prices include all stipulations and requirements of Addenda No. _____

Submitted by: _____(printed)

Submitted by: _____(signed)

2018-B0027 Skylight Replacement for the Student Resource Center Library

ADDENDUM # 2

December 15, 2017

.....

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 proposal, if necessary.

ACKNOWLEDGEMENT:

I HAVE RECEIVED THIS ADDENDUM # _____

Company Name: _____

Address: _____

Authorized Signature: _____

2018-B0027 Skylight Replacement for the Student Resource Center Library**ADDENDUM # 1****December 13, 2017**

.....

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

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

For which Bids are scheduled to be received on December 19, 2017 no later than 11:00 a.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:

Section I. Clarification

1. For the dumpster location, where is the contractor allowed to place the dumpster?

Answer: The dumpster location is to the west side of the Student Resource Center building in the loading dock lot.

2. Will the contractor be able to use a gondola trailer (enclosed semi-trailer with open roof) for disposal purposes?

Answer: A gondola trailer is acceptable.

3. Will the contractor need to have a safety person on the floor below while replacing the skylights?

Answer: Yes, a safety person below the skylight removal/install work area is required.

4. Physical replacement of the skylights would start around the end of May 2018 with lead times, correct?

Answer: The schedule will be determined after award of the project to the successful contractor.

END OF SECTION

2018-B0027 Skylight Replacement for the Student Resource Center Library

ADDENDUM # 1

December 13, 2017

.....

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 proposal, if necessary.

ACKNOWLEDGEMENT:

I HAVE RECEIVED THIS ADDENDUM # _____

Company Name: _____

Address: _____

Authorized Signature: _____

BIDDER: _____



COMMUNITY COLLEGE DISTRICT NO. 502

BID NUMBER: 2018-B0027

SKYLIGHT REPLACEMENT FOR THE STUDENT RESOURCE CENTER LIBRARY

BIDS DUE: Tuesday, December 19, 2017 at 11:00 a.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**

ISSUED BY THE COLLEGE OF DUPAGE PURCHASING DEPARTMENT

Purchasing Department

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

PHONE (630) 942-2217

December 4, 2017

INVITATION TO BID

Sealed bids for **Skylight Replacement for the Student Resource Center Library** 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 **11:00 p.m. Central Time, Tuesday, December 19, 2017**, 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 Friday, December 8, 2017 at 10:00 a.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. 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.

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-B0027

The College of DuPage is accepting sealed bids for **Skylight Replacement Student Resource Center Library**. 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 **11:00 a.m. Central Time, Tuesday, December 19, 2017**, 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 Friday, December 8, 2017 at 10:00 a.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.

Table of Contents

	BID SUBMISSION CHECKLIST	5
1.0	GENERAL INFORMATION.....	6
1.1	DEFINITIONS	6
1.2	BIDS TO CONFORM TO REQUIREMENTS OF LEGAL ADVERTISING.....	6
1.3	COMPLIANCE	6
1.4	COMPLIANCE WITH LAWS - PUBLIC CONTRACTS	6
1.5	REGULATIONS	6
1.6	BID MODIFICATIONS.....	7
1.7	PRICES FIRM	7
1.8	AWARD OF CONTRACT.....	7
1.9	CONSIDERATION OF BIDS.....	7
1.10	COMPETENCY OF BIDDER	7
1.11	BIDDER WARRANTIES	8
1.12	PAYMENT REMITTANCE	8
1.13	CASH BILLING DISCOUNTS	8
1.14	LOCAL BUSINESS PREFERENCE	8
1.15	EQUAL EMPLOYMENT OPPORTUNITY.....	8
1.16	TAX EXEMPTION.....	8
1.17	HOLD HARMLESS CLAUSE.....	8
1.18	CONTRACTOR'S LIABILITY INSURANCE.....	8
1.19	PREVAILING WAGE ACT:	9
1.20	BUSINESS ENTERPRISE PROGRAM	9
2.0	INSTRUCTIONS TO BIDDERS	10
2.1	OUTSIDE DOCUMENT DISCLAIMER	10
2.2	BLACKOUT PERIOD.....	10
2.3	REQUESTS FOR INFORMATION/CLARIFICATION.....	10
2.4	SUBMISSION OF BIDS	10
2.5	EXCEPTIONS	11
2.6	ERROR IN BID.....	11
2.7	WITHDRAWAL OF BIDS	11
2.8	NOTICES	11
2.9	BID DEPOSIT	11
2.10	PERFORMANCE AND PAYMENT BOND	12
3.0	SCOPE OF WORK	13
3.1	DEMOLITION.....	13
3.2	SKYLIGHT AND MATERIALS	13
3.3	SUPPLEMENTAL GENERAL CONDITIONS.....	13
3.4	CLOSE-OUT & WARRANTY REQUIREMENTS.....	13
4.0	BID FORM.....	14
5.0	BUSINESS ENTERPRISE PROGRAM	15
6.0	CERTIFICATIONS **Required**	22
7.0	SIGNATURE PAGE **Required**	23
8.0	CONFLICT OF INTEREST DISCLOSURE AND NON-COLLUSION FORM **Required**	24
	EXHIBIT A - SPECIFICATIONS	25
	EXHIBIT B - DRAWINGS.....	30
	EXHIBIT C - CUT SHEETS.....	33
	EXHIBIT D - SAMPLE SMALL PROJECTS AGREEMENT.....	44
	EXHIBIT E - PREVAILING WAGE FORM	50

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 6, 7 and 8 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 – 12/4/17
 - Pre-Bid Meeting Date - 12/8/17 at 10:00 a.m.
 - Questions Due – on or before 12:00 p.m. on 12/11/17
 - Bids Due – 12/19/17 at 11:00 a.m.
 - Target Board Approval Date – 1/18/18

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 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.

1.13 CASH BILLING DISCOUNTS

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

1.14 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.

1.15 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.

1.16 TAX EXEMPTION

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

1.17 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.

1.18 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
2. Explosion, Underground and Collapse Hazard
3. Products/Completed Operations
4. Contractual Insurance
5. Broad Form Property Damage
6. Independent Contractors
7. Bodily Injury

\$1,000,000 / \$2,000,000

Automobile Liability

Owned, Non-owned, or Rented

\$1,000,000 / \$2,000,000

Workers' Compensation and Employers' Liability

As Required by Applicable Laws.

Professional Liability

If Performance Specifications are Required by the Contract

1.19 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>. 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.

1.20 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.

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 **December 11, 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 SUBMISSION OF BIDS

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-B0027
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.

2.5 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: _____

2.6 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.

2.7 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.

2.8 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.

2.9 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.**

2.10 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 SCOPE OF WORK

Scope of work shall include but is not limited to:

This contractor and /or his 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.

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. Contractor/subcontractor is to furnish and install all items required for the proper completion of the work without adjustment to the Contract and / or his subcontractor's price.

All work shall be completed in a professional manner by a skylight/roofing contractor who has considerable knowledge and experience with this type of work and installation.

3.1 DEMOLITION

1. This contractor shall document existing skylight, roofing and surrounding area and submit to the COD project manager identifying preexisting conditions that might be misconstrued as being damaged by this contractor or subcontractor prior to starting any work.
2. This contractor shall remove the skylight and other materials as needed to expose the existing skylight opening for install of the new skylight system. Inspect the existing connection points with COD project manager prior to installing new skylight system.
3. This contractor shall leave the skylight and any opening in a water tight condition at the end of each work day.
4. This contractor shall provide a dumpster for the work, or haul away from COD any skylight materials at the end of each day of work. The location shall be coordinated with the COD project manager prior to beginning any work.
5. Any damage shall be repaired by this contractor.
6. This contractor shall take care as to not damage existing roofing, curbs, vents, and exhaust systems while removing existing skylight system.

3.2 SKYLIGHT AND MATERIALS

1. Wasco Skylight product, or approved equal or better product. Submissions of equal products must be accompanied by a side-by-side comparison of proposed product versus Wasco Skylight product in order to confirm quality.
2. Five (5) DDTBVV model, double dome acrylic, thermalized, barrel vault with vertical ends.
Glazing: Clear impact modified acrylic over 2447 white impact modified acrylic, darker tint for skylight sections over the library front desk. Submit sample to owner for approval.
Framing: Mill finished aluminum
Ends: 2 (two) vertical glazed acrylic at each skylight run
3. All units to have a normal 25% rise.
4. All units to have a nominal 4 foot on center bay spacing.
5. Work to include: Contractor to protect areas below skylights during the progress of work; hoist all material to the roof; remove the existing skylights and sill flashing; install new .032 mill finish flashing around the perimeter of the skylight; install new skylight framing and glazing; caulk and seal for a water-tight install; remove and dispose of all debris.

3.3 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 –3:30 pm. Request for Overtime or Weekend or Holiday work hours is to be reviewed / approved by College of DuPage project manager prior to implementation.
2. This contractor shall also provide on separate cover all suppliers and subcontractors with contact information and approximate schedule of values before the first pay application. Subcontractor and supplier lien waivers will be required for each payment application.
3. This contractor shall perform all on campus work, per local union agreements, for the appropriate labor forces necessary for performing its work and cleanup of its work or per DuPage County Prevailing Wage.

3.4 CLOSE-OUT & WARRANTY REQUIREMENTS

Bidder shall provide final drawings and warranty information.

END OF SECTION

4.0 BID FORM

2018-B0027 Skylight Replacement for the Student Resource Center Library

FIRM NAME, CONTACT NAME and PHONE NUMBER

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

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.

Schedule of Prices

	Price
Demolition	\$
Skylight and Materials	\$
Base Bid Row #1	\$
Base Bid Row #2	\$
Base Bid Row #3	\$
Base Bid Row #4	\$
Base Bid Row #5	\$
Total Base Bid All Rows	\$
Shop drawings/ Submittals:	
Material Fabrication/Procurement:	
Delivery Date:	
Installation Time:	

(Date)

(Time Frame)

(Days)

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 a specific **BEP** 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 Bid.

_____ (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 **Skylight Replacement for Student Resource Center Library, BID Number 2018-B0027**. 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 33E-4 of Public Act 86-150, 720ILCS 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 _____, 2017. 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 - SPECIFICATIONS



SECTION 08620

PLASTIC GLAZED THERMALIZED BARREL VAULT SKYLIGHTS

FLORIDA PRODUCT APPROVED/ NON-IMPACT / VERTICAL or FORMED ENDS

PART 1-GENERAL

1.1 SUMMARY

- A. This section includes the following:
 - 1. Curb-mounted plastic glazed barrel vault skylights.
 - a. DDTBVV model, double dome acrylic, thermalized, barrel vault, with vertical ends.

1.2 PERFORMANCE REQUIREMENTS

- A. General: Provide unit skylights capable of withstanding loads as defined by the local codes having jurisdiction where units are to be installed without failure. Failure includes the following:
 - 1. Thermal stresses transferred to the building structure.
 - 2. Framing members transferring stresses, including those caused by thermal and structural movement, to glazing.
 - 3. Weakening of fasteners, attachments, and other components.
- B. Structural Performance: Provide metal-framed skylights, including anchorage, capable of withstanding design pressure indicated without material and deflection failures and permanent deformation of structural members exceeding 0.2 percent of span when tested according to ASTM E 330-97.
 - 1. Design Test Pressure: 40 PSF positive and 40 PSF negative.
- C. Air Infiltration: Provide metal-framed skylights with maximum air leakage of 0.09 scfm/sq. ft. of surface when tested according to ASTM E 283-91 at a minimum static-air-pressure differential of 6.20psf.
- D. Water Penetration: Provide metal-framed skylights that do not evidence water penetration when tested according to ASTM E 331-00 and E 547-00 at a minimum differential static pressure of 20 percent of positive design wind load, but not less than 8psf.

1.3 SUBMITTALS

- A. Product Data Sheet: For each type of skylight specified, include details of construction and installation, relative to applicable curb configuration.
- B. Samples for Selection: Manufacturer's color charts showing a full range of colors available for each type of skylight glazing and Aluminum Finish.
- C. Sample of proposed tinted acrylic.

1.4 QUALITY ASSURANCE

- A. Fire-Test-Response Characteristics: Provide glazing fabricated from sheets identical to those tested for the following fire-test-response characteristics, per ASTM test method indicated below, by UL or other testing and inspecting agencies acceptable to authorities having jurisdiction. Identify plastic sheets with appropriate markings of applicable testing and inspecting organization.
1. Cast Acrylic:
 - a. Self-Ignition Temperature: 750 deg F (399 deg C) or greater when tested per ASTM D 1929 on plastic sheets in the thickness intended for use.
 - b. Smoke density of 13.5% or less when tested per ASTM D 2843 on plastic sheets in the thickness intended for use.
 - c. Relative- Burning Characteristics: As follows, when tested per ASTM D 635:
 1. 100% Cast Acrylic: Burning rate of 1.18 inches (30 mm) per minute or less when tested with a nominal thickness of 0.118 inches (2.3 mm).
 2. 100% Cast Acrylic: Burning rate of 0.71 inches (18 mm) per minute or less when tested with a nominal thickness of 0.236 inches (6 mm).
 2. Impact Modified Cast Acrylic:
 - a. Self-Ignition Temperature: 750 deg F (399 deg C) or greater when tested per ASTM D 1929 on plastic sheets in the thickness intended for use.
 - b. Smoke density of 3.8% or less when tested per ASTM D 2843 on plastic sheets in the thickness intended for use.
 - c. Relative- Burning Characteristics: As follows, when tested per ASTM D 635:
 1. Burning rate of 1.4 inches (36 mm) per minute or less when tested with a nominal thickness of 0.060 inches (1.5 mm).

1.5 WARRANTY

- A. General: Warranties specified in this section shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to and run concurrent with other warranties made by the Contractor under requirements of the Contract Documents.
- B. Skylight Warranty: Provide written warranty signed by manufacturer, agreeing to repair or replace work that exhibits defects in materials or workmanship and guaranteeing weather-tight and leak-free performance. "Defects" is defined as uncontrolled leakage of water and abnormal aging or deterioration.
1. Warranty Period: 2 years from date of Substantial Completion.
- C. Plastic Warranty: Provide written warranty signed by manufacturer agreeing to repair or replace work that has or develops defects in the plastic. "Defects" is defined as abnormal aging or deterioration.
1. Warranty Period for Acrylic: 2 years from date of Substantial Completion against yellowing.
- D. Finish Warranty: Provide written warranty signed by manufacturer agreeing to repair or replace work with finish defects. "Defects" is defined as peeling, chipping, chalking, fading, abnormal aging or deterioration, and failure to perform as required.
1. Warranty Period for Anodized Finish: 1 year from date of Substantial Completion.
 2. Warranty Period for Powder Coat Finish: 5 years from date of Substantial Completion.
 3. Warranty Period for Kynar 500 Finish: 5 years from date of Substantial Completion. (10 and 20 years available if specified)

PART 2- PRODUCTS

2.1 MANUFACTURER

- A. Manufacturer: Subject to compliance with requirements, provide products by Wasco Products, Inc., Wells, ME (800-388-0293).
- B. Substitutions: Manufactures shall not be considered without prior approval in writing no later than ten (10) calendar days prior to bid. Substitute manufacturers must have been in the custom skylight business for not less than a period of 15 years and must submit to the Architect the following:
 - 1. List of similar projects successfully completed within the last five years.
 - 2. Proof of financial capability.
 - 3. Complete details of proposed skylight.
 - 4. Complete specifications for Architect's review.

2.2 MATERIALS

- A. Curb Frame: Extruded aluminum alloy 6063-T5 (min.) ASTM B 221 (ASTM B 221 M) with minimum effective thickness of .090 inches. Provide integral condensation gutter system with corners fully welded for waterproof quality. Curb frame to have glass fiber reinforced polymer thermal break.
 - 1. Poured and de-bridged polyurethane thermal breaks are not acceptable
- B. Retainer Frame: Extruded aluminum alloy 6063-T5 (min). ASTM B 221 (ASTM B 221 M) with minimum effective thickness of 0.60 inches.
- C. Pressure Caps: Extruded aluminum alloy 6063-T5 (min). ASTM B 221 (ASTM B 221 M) with minimum effective thickness of 0.100 inches.
- D. Plastic Sheets: Monolithic, sheets with good weather and impact resistant.
 - 1. Acrylic: impact modified cast acrylic sheet ASTM D 4802, thermo-formable, and cold formable 100% cast acrylic (methacrylate), Category C-2 or CC-2 Type UVA (formulated with ultraviolet absorber), with Finish 1 (smooth or polished), unless otherwise indicated.
 - a. Extruded acrylic sheet is not acceptable.
- E. Thermal Break: Glass fiber reinforced polymer separating interior metal framing from materials exposed to outside temperature.
 - 1. Poured and de-bridged polyurethane thermal breaks are not acceptable.
- F. Fasteners: Same metal as metals being fastened, or nonmagnetic stainless steel or other non-corrosive metal as recommended by Wasco Products, Inc.
- G. Bituminous Coating: SSPC-Paint 12, solvent-type, bituminous mastic, nominally free of sulfur and containing no asbestos fibers, compounded for 15-mil (0.4 mm) dry film thickness per coating.

2.3 PLASTIC BARREL VAULT SKYLIGHT

- A. General: Factory-assembled or knocked down, curb-mounted unit consisting of cast acrylic glazing, gasketing, inner frame designed to mount on separate curb, and self-contained flashing.
 - 1. Products: Provide model DDTBVV (vertical ends)/DDTBV (formed ends) meeting the requirements of this section.
- B. Curb: Minimum 3 ½" wide field built (By Others).
- C. Condensation Control: Fabricate skylight units with integral internal gutters and weeps to collect and dispose of condensation beyond the outside of support curb.
- D. Shape and Size: As indicated on project drawings.
- E. Glazing: Outer clear impact modified cast acrylic. White impact modified cast acrylic. Extruded acrylic not acceptable.

- F. Glazing: Inner (100% cast acrylic), (impact modified cast acrylic) or (polycarbonate). Clear white; and tinted sections over library front desk area (confirm with owner). Extruded acrylic not acceptable.

2.4 FABRICATION

- A. Framing Components: As follows:
 - 1. Factory fit and assemble components.
 - 2. Fabricate components that, when assembled, will have accurately fitted joints with ends coped or mitered to produce hairline joints free of burrs and distortion.
 - 3. Fabricate components to drain water passing joints and to drain condensation and moisture occurring or migrating within skylight system to the exterior.
 - 4. Fabricate components to accommodate expansion, contraction, and field adjustment, and to provide for minimum clearance and shimming at skylight perimeter.
 - 5. Form shapes with sharp profiles, straight and free of defects or deformations, before finishing.
 - 6. Fit and secure joints by heliarc welding.

2.5 ALUMINUM FINISHES

- A. General: Comply with NAAMM "Metal Finishes Manual" recommendations for application and designations of finishes.
- B. Finish designations prefixed by AA conform to the system for designations of aluminum finishes established by the Aluminum Association.
 - 1. Mill Finish: Manufacturer's standard mill finish.

PART 3- EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with installer present, for compliance with requirements for installation tolerances and other conditions affecting skylight performance.
 - 1. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Metal Protection: As follows:
 - 1. Where aluminum will contact dissimilar metals, protect against galvanic action by painting contact surfaces with primer or by applying sealant or tape recommended by manufacturer for this purpose.
 - 2. Where aluminum will contact concrete or masonry, protect against corrosion by painting contact surfaces with bituminous paint.
 - 3. Where aluminum will contact pressure-treated wood, separate dissimilar materials by methods recommended by manufacturer.

3.3 INSTALLATION

- A. General: Comply with manufacturer's written instructions for protecting, handling, and installing skylight components.
- B. Following manufacturer's installation instructions and job specific drawings to ensure proper installation.
- C. Coordinate with installation of roof deck and other substrates to receive skylight units.

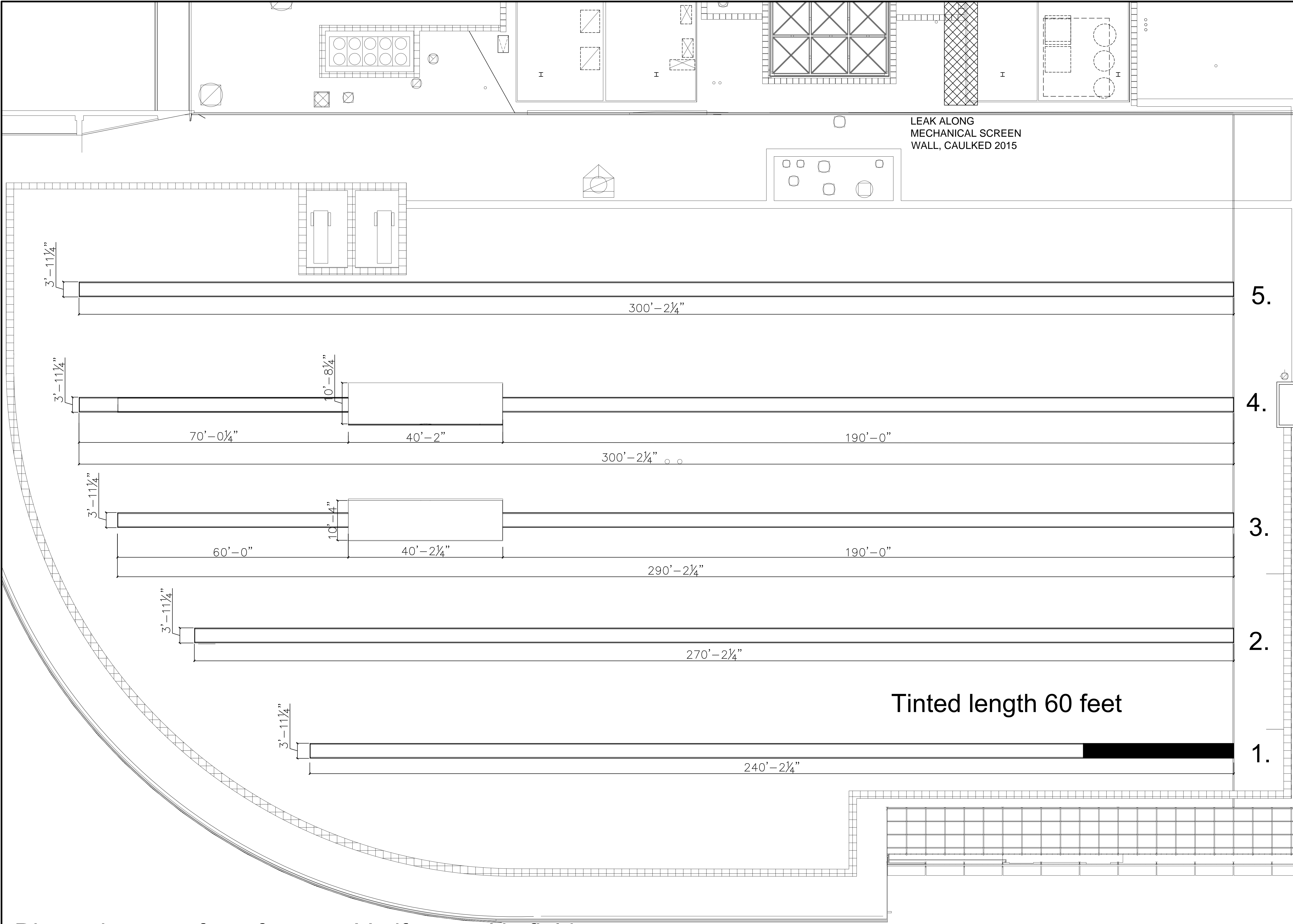
- D. Coordinate with installation of vapor barriers, roof insulation, roofing, and flashing as required to assure that each element of the work performs properly and that combined elements are waterproof and weather tight. Anchor units securely to supporting structural substrates, adequate to withstand lateral and thermal stresses as well as inward and outward loading pressures.

3.4 CLEANING AND PROTECTION

- A. Clean exposed metal and plastic surfaces according to manufacturer's instructions. Touch up damaged metal coatings.
- B. Final cleaning by others.

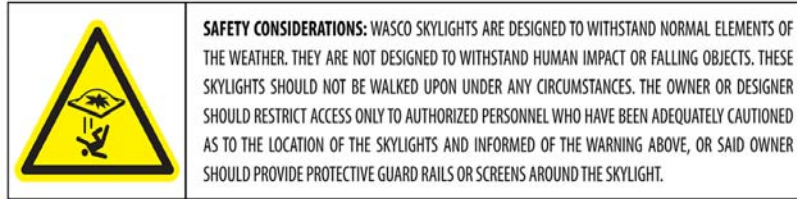
END OF SECTION

EXHIBIT B - DRAWINGS



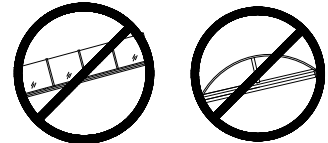
Dimensions are for reference. Verify actual in field.

EXHIBIT C - CUT SHEETS



UNITS MUST NOT BE
INSTALLED ON A SLOPED ROOF

Revision C
Date: 04/07/2015



INSTALLATION INSTRUCTIONS FOR WASCO MODEL: BV & BVV UNITS “SHIPPED ASSEMBLED & GLAZED”

NOTE: NON-THERMALIZED VAULT SHOWN – OTHERS INSTALLED IN A SIMILAR MANNER

Note: Prior to starting Installation, check unit for damage. Please read entire Installation Instructions & review the file & field drawings in order to familiarize yourself with specific jobsite conditions.

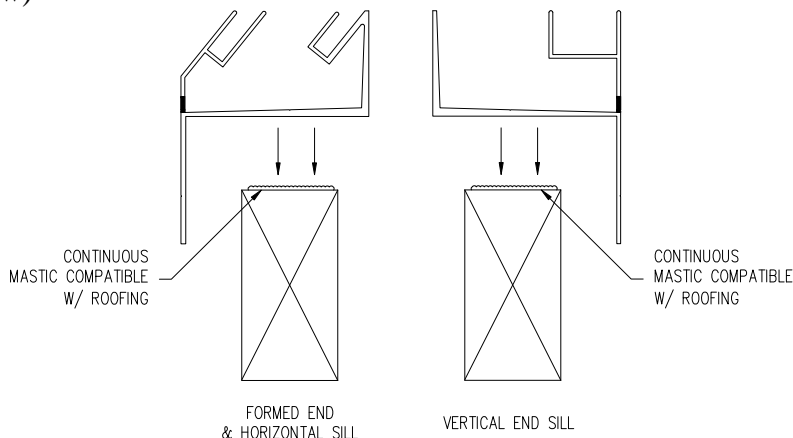
1.0 – Scope (General Information)

These Installation Instructions cover the field installation of Wasco Products Models: BV (Formed Ends) & BVV (Vertical Ends) units that are shipped assembled & glazed. These Installation Instructions are to be used in conjunction with the file & field drawings exclusively for the units on this project. Please refer to file & field drawings for unit dimensions, and specific field conditions.

2.0 – Installation Steps & Preview Drawings.

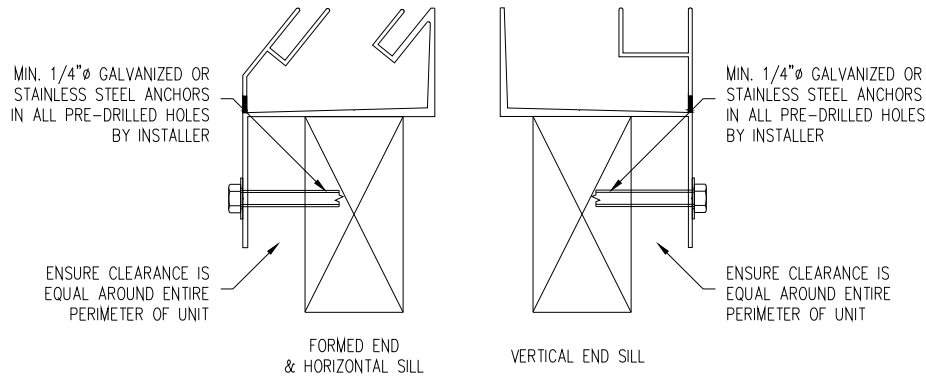
Step 1 –

Before Starting Installation of the unit(s), ensure that the minimum 1 ½” width building curb has been properly prepared to receive the unit. Curb must be Straight, Flat, Square, & Plumb. Place a generous amount of sealant (compatible with roofing material – By Installer) on top of building curb. Place unit on top of the prepared curb. (See images below)



Step 2 –

Position frame squarely & evenly on the prepared roof curb. Ensure that clearance between the sill downward leg and face of curb is uniform around the entire perimeter of unit. The common clearance is 7/8", however some conditions may vary, refer to file & field drawings. (See images below)




S.S. FASTENERS WILL BE
REQUIRED IF PENETRATING
PRESSURE TREATED WOOD

Step – 3

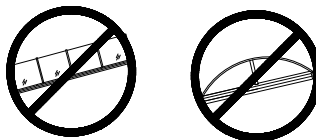
After positioning the unit, attach the frame to the prepared curb using a minimum of 1/4" Diameter Galvanized or Stainless Steel Anchors (By Installer) in all pre-drilled holes. Bring the anchor head snug against the frame, DO NOT BOW SILL. Using a 1/2" wood block as a spacer, will help avoid this from happening.

Step – 4

Visually check to ensure rib cap closures are not loose due to shipping. Also check domes for shifting, etc. Adjust all as necessary.

	<p>SAFETY CONSIDERATIONS: WASCO SKYLIGHTS ARE DESIGNED TO WITHSTAND NORMAL ELEMENTS OF THE WEATHER. THEY ARE NOT DESIGNED TO WITHSTAND HUMAN IMPACT OR FALLING OBJECTS. THESE SKYLIGHTS SHOULD NOT BE WALKED UPON UNDER ANY CIRCUMSTANCES. THE OWNER OR DESIGNER SHOULD RESTRICT ACCESS ONLY TO AUTHORIZED PERSONNEL WHO HAVE BEEN ADEQUATELY CAUTIONED AS TO THE LOCATION OF THE SKYLIGHTS AND INFORMED OF THE WARNING ABOVE, OR SAID OWNER SHOULD PROVIDE PROTECTIVE GUARD RAILS OR SCREENS AROUND THE SKYLIGHT.</p>
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FOR MISC. DETAILS & OTHER INSTALLATION DETAILS; PLEASE REFER TO
FILE & FIELD PACKAGE INCLUDED IN THE WHITE ENVELOPE



UNITS MUST NOT BE
INSTALLED ON A SLOPED ROOF

Revision E
Date: 04/07/15

	<p>SAFETY CONSIDERATIONS: WASCO SKYLIGHTS ARE DESIGNED TO WITHSTAND NORMAL ELEMENTS OF THE WEATHER. THEY ARE NOT DESIGNED TO WITHSTAND HUMAN IMPACT OR FALLING OBJECTS. THESE SKYLIGHTS SHOULD NOT BE WALKED UPON UNDER ANY CIRCUMSTANCES. THE OWNER OR DESIGNER SHOULD RESTRICT ACCESS ONLY TO AUTHORIZED PERSONNEL WHO HAVE BEEN ADEQUATELY CAUTIONED AS TO THE LOCATION OF THE SKYLIGHTS AND INFORMED OF THE WARNING ABOVE, OR SAID OWNER SHOULD PROVIDE PROTECTIVE GUARD RAILS OR SCREENS AROUND THE SKYLIGHT.</p>
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INSTALLATION INSTRUCTIONS FOR
WASCO MODEL: BV, BVV & SBV UNITS
“KNOCKED DOWN W/ENDS ASSEMBLED”

Note: Prior to starting Installation, check unit/parts for damage. Please read entire Installation Instructions & review the file & field drawings in order to familiarize yourself with specific jobsite conditions.

NOTE: URETHANE IS TO BE USED ON ACRYLIC GLAZED UNITS – SILICONE IS TO BE USED ON ALL POLYCARBONATE GLAZED UNITS. DO NOT USE URETHANE ON POLYCARBONATE MATERIALS.

1.0 – Scope (General Information)

These Installation Instructions cover the field installation of Wasco Products Models: BV (Formed Ends), BVV (Vertical Ends) & SBV (Structural Vaulted) units that are shipped: Knocked down & unglazed (ends assembled). These Installation Instructions are to be used in conjunction with the file & field drawings exclusively for the units on this project. Please refer to file & field drawings for unit dimensions, & specific field conditions.

2.0 – Installation Steps & Preview Drawings.

Step 1 –

Before Starting Installation of the unit(s), ensure that the minimum 3 ½” width building curb has been properly prepared to receive the unit. Curb must be Straight, Level, Square, & Plumb. Place a generous amount of sealant (compatible with roofing material).

Start at one end & work toward the other end. Position Frame squarely & evenly to the roof curb. Refer to Wasco section details for proper dimensions.

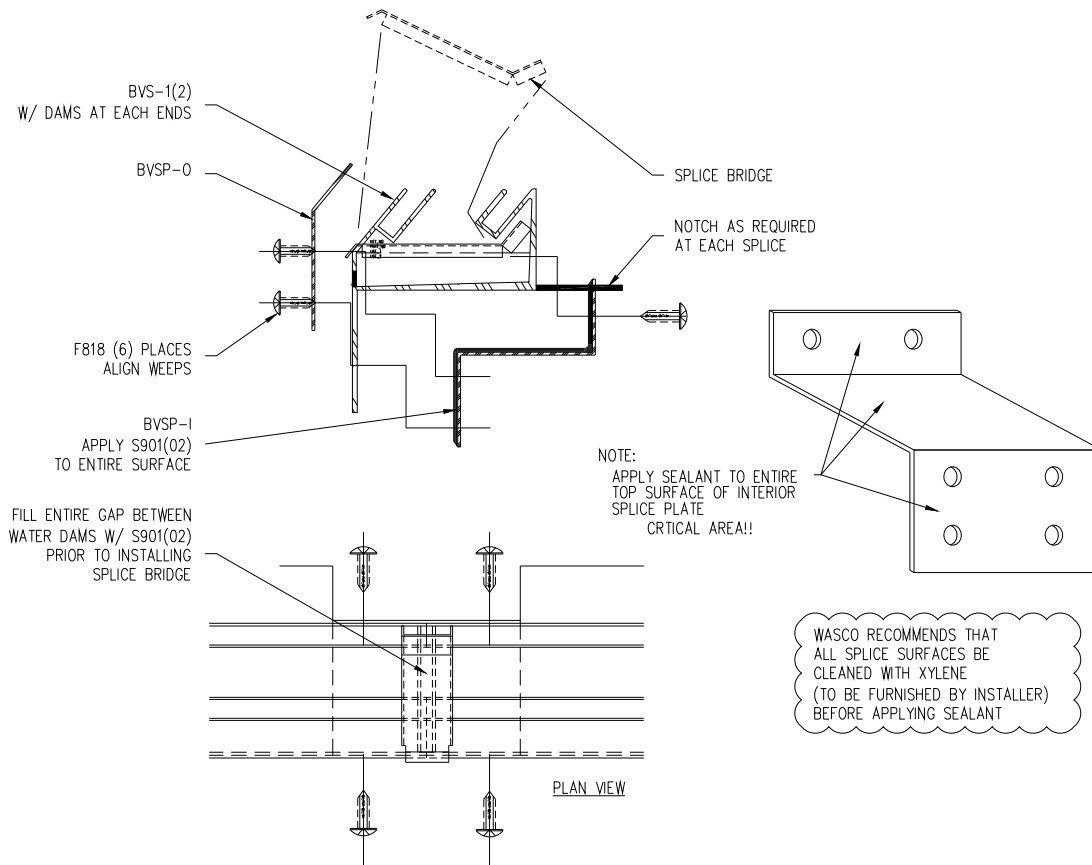
Step 2 –

Layout sills before setting on curb. Each sill will be marked with an “E” or a “C” on each end. The “E”s will mate with the end assemblies while a “C” denotes a center section. Be sure each sill faces a sill of identical length and hole pattern. This is a critical step.

DO NOT SECURE TO CURB UNTIL YOU HAVE GONE THRU STEPS 3 thru 6

Step 3 –

For knocked down units requiring splice plates, apply sealant to entire inside surface of interior splice plate. Center the splice plate at sill butt joint so as to ensure fastener holes line up. Fasten interior splice plates to inside sill w/#10 x 5/8" sheet metal screws. Apply sealant at joint between welded dams, install Bridge Splice Clip. Attach exterior splice plate after installation of glazing material.



SEALANT TO EXTERIOR SPLICE PLATE

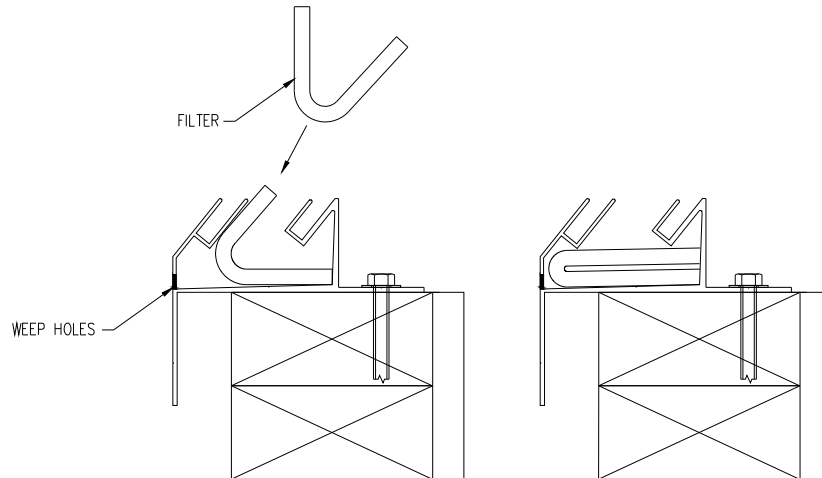
DO NOT APPLY



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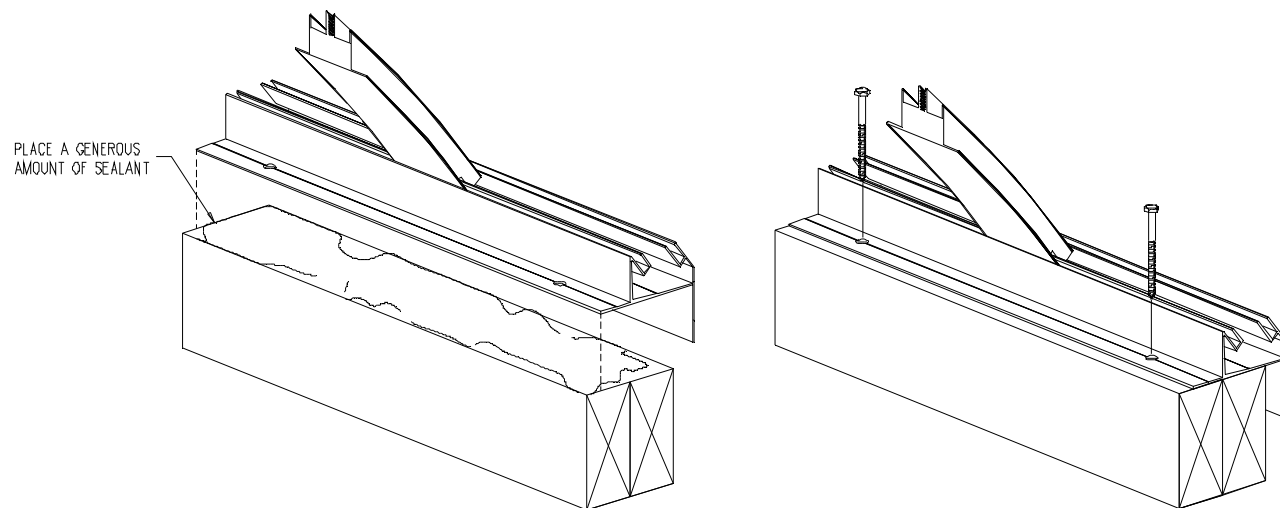
Step 4 –

Fold filter & insert into sill gutter at each rib location & at each weep hole. Ensure that the filter is flush with the underside of the extrusion. (see image below)



Step 5 –

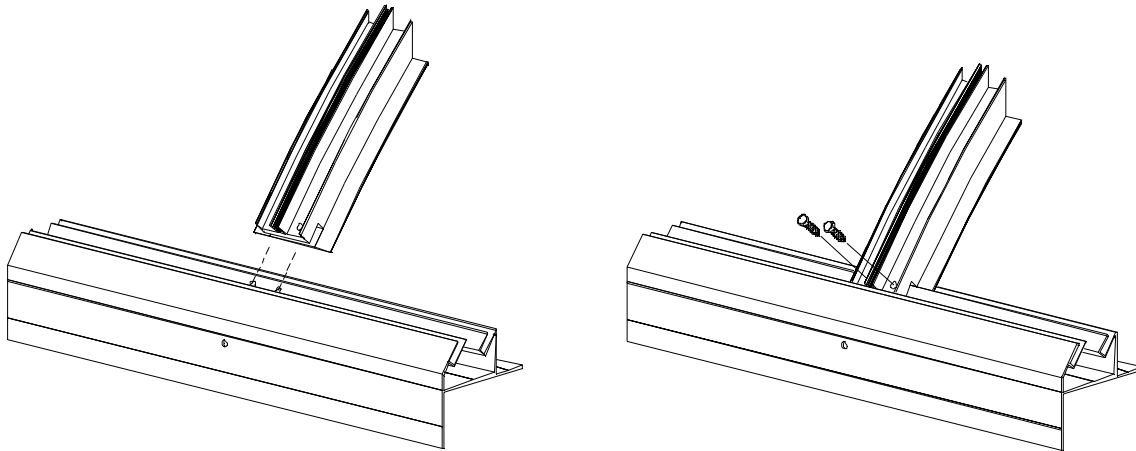
Place a generous amount of sealant – compatible with roofing materials (by installer) to top of roof curb. Fasten frame securely to roof curb thru each pre-drilled hole with 3/8" diameter anchors (Furnished by Installer).



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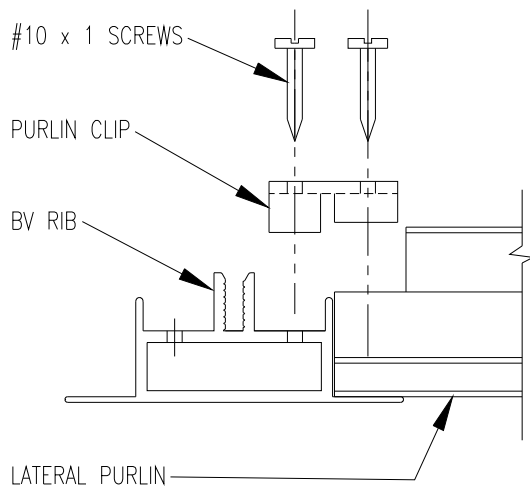
Step 6 –

Place intermediate rib slot over the frame as shown in the illustrations below. Secure rib to sill with ¼-14 x 1” long screws thru pre-drilled holes. (Two fasteners per each end of rib – use 3/8” socket) Note: Use of wax lubricant will aid in installing screws.



Step 7

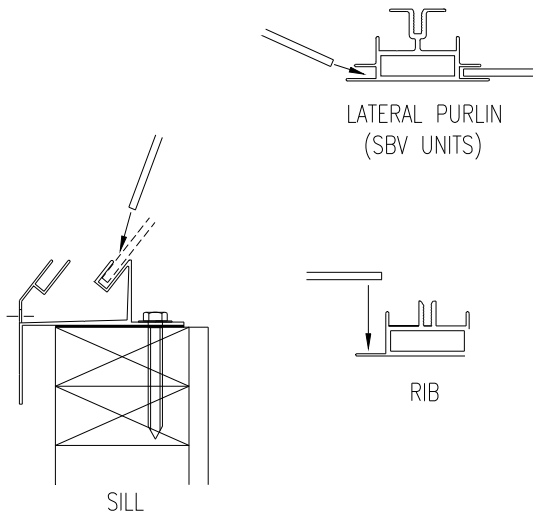
If model has a lateral purlin, secure to rib tubes with lateral purlin clip. Fasten clip to purlin tube & rib tube with #10 x 1” sheet metal screws. Note: Use of wax lubricant will aid in installing screws.



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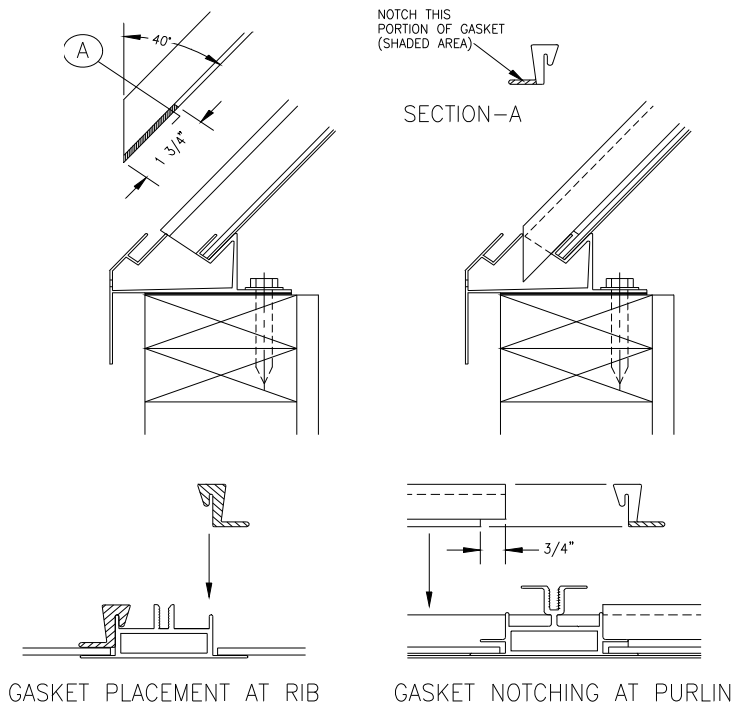
Step 8 – IF UNIT HAS NO INNER GLAZING, PROCEED TO STEP 9

Place inner glazing into the inner glazing slot in lateral purlin. Bend down glazing over rib & engage into inner glazing slot in sill. Bend glazing down over rib & engage into inner glazing slot on opposite side. Inner glazing should rest on rib flange as shown below.



Step 9 –

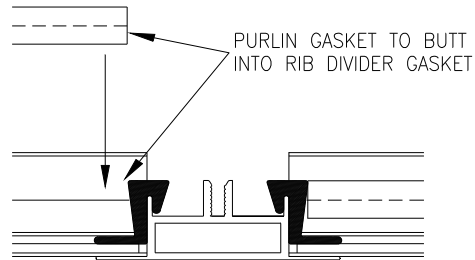
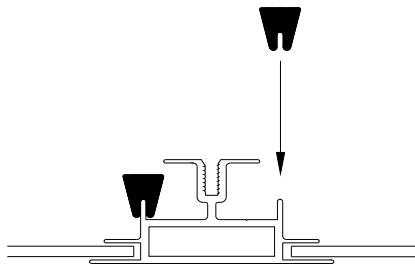
Install rib divider gasket onto fins on either side of ribs & notch sill end & lateral purlin (if req'd). See image below.



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Step 10 –

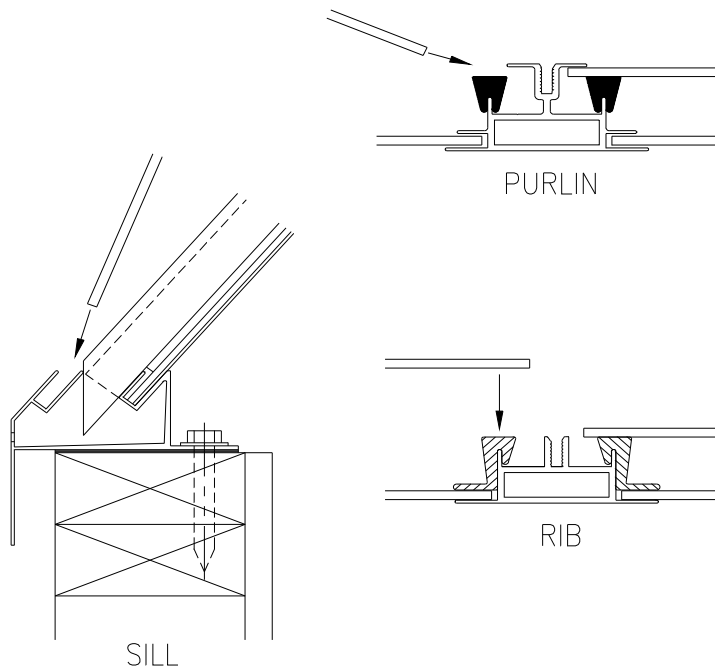
Install purlin gasket into fins on either side of lateral purlin. Purlin gasket to butt into rib divider gaskets.



GASKET PLACEMENT AT PURLIN

Step 11 –

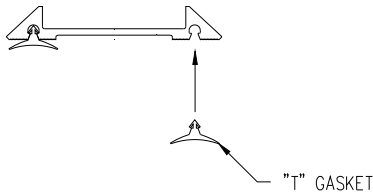
Place outer glazing into the outer glazing slot at lateral purlin. Bend down glazing over rib & engage into outer glazing slot on opposite side. Outer glazing should rest on top of rib divider gasket. See image below.



SAFETY CONSIDERATIONS: WASCO SKYLIGHTS ARE DESIGNED TO WITHSTAND NORMAL ELEMENTS OF THE WEATHER. THEY ARE NOT DESIGNED TO WITHSTAND HUMAN IMPACT OR FALLING OBJECTS. THESE SKYLIGHTS SHOULD NOT BE WALKED UPON UNDER ANY CIRCUMSTANCES. THE OWNER OR DESIGNER SHOULD RESTRICT ACCESS ONLY TO AUTHORIZED PERSONNEL WHO HAVE BEEN ADEQUATELY CAUTIONED AS TO THE LOCATION OF THE SKYLIGHTS AND INFORMED OF THE WARNING ABOVE, OR SAID OWNER SHOULD PROVIDE PROTECTIVE GUARD RAILS OR SCREENS AROUND THE SKYLIGHT.

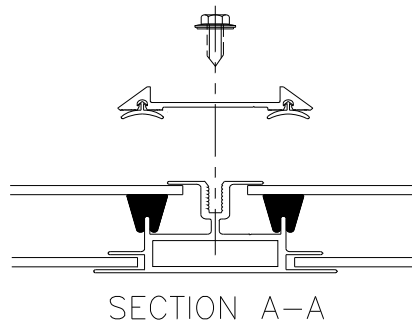
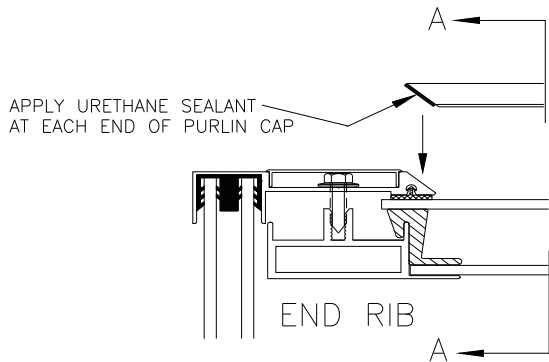
Step 12 –

Place rib T-gasket into rib & purlin caps. Start from one side & press the arrow head portion of T-gasket into gasket grooves on rib & purlin caps. See image below.



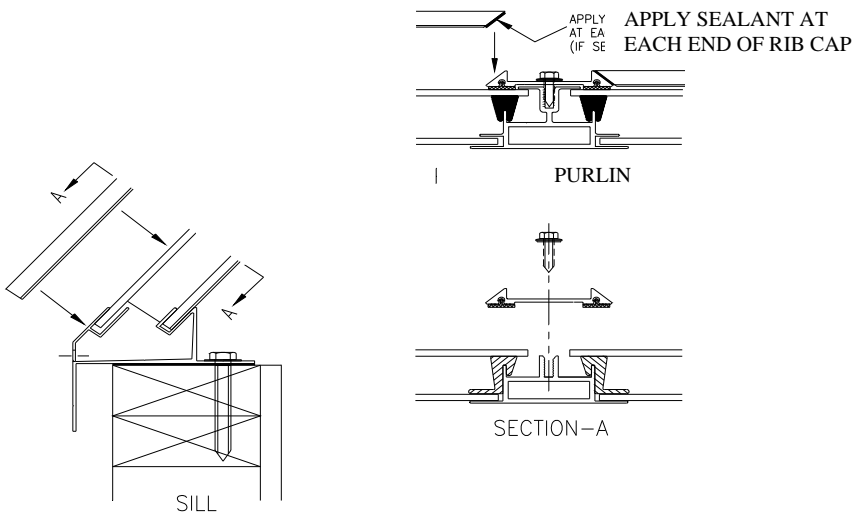
Step 13 –

If model has a lateral purlin, install purlin caps first. Apply sealant to ends of purlin caps before placing on purlin. Fasten purlin cap to purlin with 1/4-14 x 3/4" gasketed screws. See image below.



Step 14 –

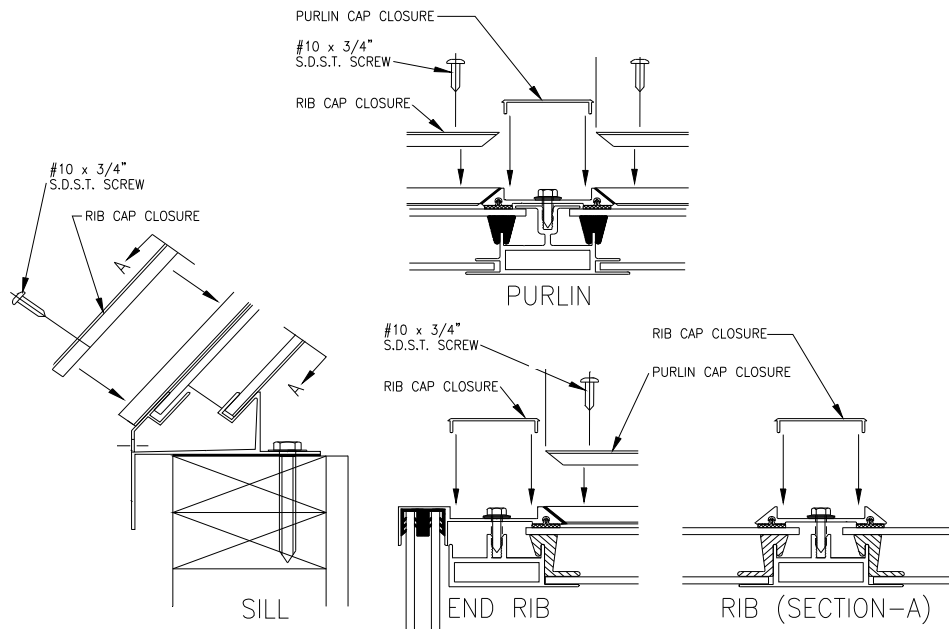
If model has a lateral purlin, apply sealant to mitered end of each rib cap before butting rib cap to purlin cap & placing rib cap over rib. Fasten rib caps with 1/4-14 x 1 1/4" gasketed screws.



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Step 15 –

Install rib & purlin closure caps as shown below. Secure each end of each rib & purlin closure cap with #10 x 3/4" self-drill-self-tap screws. Cover all screw heads with sealant.



**-THIS COMPLETES THE BV, BVV, or SBV INSTALLATION –
FOR MISC. DETAILS & OTHER INSTALLATION DETAILS; PLEASE REFER TO FILE & FIELD
PACKAGE INCLUDED IN THE WHITE ENVELOPE**


	<p>SAFETY CONSIDERATIONS: WASCO SKYLIGHTS ARE DESIGNED TO WITHSTAND NORMAL ELEMENTS OF THE WEATHER. THEY ARE NOT DESIGNED TO WITHSTAND HUMAN IMPACT OR FALLING OBJECTS. THESE SKYLIGHTS SHOULD NOT BE WALKED UPON UNDER ANY CIRCUMSTANCES. THE OWNER OR DESIGNER SHOULD RESTRICT ACCESS ONLY TO AUTHORIZED PERSONNEL WHO HAVE BEEN ADEQUATELY CAUTIONED AS TO THE LOCATION OF THE SKYLIGHTS AND INFORMED OF THE WARNING ABOVE, OR SAID OWNER SHOULD PROVIDE PROTECTIVE GUARD RAILS OR SCREENS AROUND THE SKYLIGHT.</p>
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EXHIBIT D - SAMPLE SMALL PROJECTS AGREEMENT

COLLEGE OF DUPAGE SMALL PROJECTS AGREEMENT (Skylight Replacement SRC Library) BETWEEN COMMUNITY COLLEGE DISTRICT 502 AND CONTRACTOR

THIS AGREEMENT ("Agreement") is made as of _____ by and among Community College District 502 (COLLEGE OF DuPAGE), ("COD") and _____ ("Contractor").

COD and Contractor desire to enter into this Agreement, pursuant to which Contractor shall perform certain work in connection with the Project, as hereinafter provided. In consideration of the performance of work by Contractor and the payment for such work by COD, the parties agree as follows:

1. Scope of Project. Contractor shall perform work for COD in connection with the Project, including specifically, the matters set forth on Exhibit 1. Contractor shall perform all work with the highest standards of workmanship and materials. Contractor shall maintain a sufficient staff to perform all work in the most expeditious manner consistent with the interests of COD. Contractor shall promptly notify COD immediately in writing: (i) of any information required from COD so Contractor can complete its work in a timely manner; and (ii) of any work requested by COD that is not included in the scope of work provided in Exhibit 1.

The Contractor understands that COD may engage other Contractors or COD personnel to work in areas near the Contractor's work. Contractor shall cooperate with such others so that work is not disrupted or delayed.

The Contractor shall be solely responsible for means and methods selected in performing the Work. Contractor shall supervise all work so that it is performed in a safe and expeditious manner. Contractor shall be solely responsible for the safe work of its employees and its subcontractor's employees.

The work shall be completed in ____ calendar days. Time is of the essence under this Agreement.

2. Payment to Contractor. COD shall pay Contractor for Contractor's work properly performed under this Agreement. Contractor's work shall be billed as set forth in Exhibit 2 and in no event shall the total amount due to Contractor under this Agreement exceed the total contract sum following, without COD's prior written approval:

Total Contract Sum: \$ _____ (numbers and words)

3. Defective Work and Guarantee. Contractor shall promptly correct any defective work. Payment by COD for any work otherwise determined to be defective shall not relieve Contractor of its obligation to correct. Contractor shall warrant and guarantee all work to be free from defect for one year following substantial completion of the work.

4. Indemnification and Insurance. Contractor hereby agrees to indemnify and hold COD, its trustees, officers, agents, employees and any other parties designated by COD (COD, its trustees, officers, agents, employees any other parties designated by COD hereinafter collectively called the "Indemnitees") harmless from all losses,

claims, liabilities, injuries, damages and expenses, including but not limited to, all attorneys' fees, defense and court costs and expenses, that the Indemnitees may incur arising out of, or occurring in connection with, the acts, omissions, or breaches by Contractor of its duties and obligations under or pursuant to this Agreement. This indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Contractor shall procure, at no expense to COD, the insurance coverages set forth in Exhibit 3. Contractor shall adhere to all provisions of Exhibit 3.

5. Performance and Payment Bond. For every Small Project greater than Five Thousand Dollars (\$5,000), Contractor shall procure, a performance and payment bond with a surety with a Best Rating of A, VI. Prior to commencement of any work on the Project, Contractor shall submit insurance and bonds. Any provisions contained within the bonds abrogating COD's rights or remedies, otherwise available in contract or law, are void.

6. Termination. COD may terminate this Agreement at any time, in whole or in part, with or without cause, upon written notice to Contractor. In the event this Agreement is terminated for convenience, Contractor shall be compensated for work properly rendered through the date of termination, as can be documented to the reasonable satisfaction of COD. COD shall have no liability to Contractor beyond the date of termination. In no event shall contractor be compensated for anticipated profit or lost opportunity.

7. Liens. Upon COD's request, contractor shall submit mechanics' lien waivers in form acceptable to COD with each statement for work rendered or request for payment. Should liens be placed on the project by any subcontractor, contractor shall indemnify COD for all costs, expenses and attorneys fees incurred in the defense of such lien.

8. Materials. All materials incorporated into the work shall be new and of high quality. Contractor shall adhere to all manufacturer's recommendations. If requested by COD or otherwise set out in the contract documents, Contractor shall, before purchase of such material, submit to COD for COD's review, and in a format acceptable to COD, all product data and literature. All manufacturer's warranties shall be forwarded to COD prior to substantial completion of the work.

9. Changes in Scope of Work. COD may, without invalidating this Agreement, request changes in the scope of the work, whether taking the form of additions, deletions, or other revisions. No such work shall be performed unless and until such change is agreed in writing by COD and Contractor. If the change in work will result in a change in contract price, the change in price shall be calculated by 1) lump sum, 2) agreed unit rates, or 3) time and material reimbursable plus mark-up. COD shall solely select the method of pricing.

10. Successors and Assigns. Contractor shall not assign any rights under or interest in this Agreement without the prior written consent of the COD. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

11. Controlling Law. This Agreement is to be governed by the laws of the State of Illinois. Each party has reviewed and approved this Agreement and the rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.

12. Entire Agreement; Conflict. This Agreement incorporates COD's bid instruction and request documents and Contractor's bid. This Agreement represents the entire agreement between Contractor and COD and supersedes all prior negotiations or agreements, written or oral, which are not included herein. This Agreement may only be amended by written instrument executed by COD and Contractor. In the event of a conflict between this Agreement and a proposal from Contractor or any exhibits hereto, this Agreement shall control, followed by COD's bid instruction and request documents, and finally, by Contractor's bid.

13. 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.*

14. Human Rights Act. To the extent required by law, contractor shall abide by the Illinois Human Right Act, 775 ILCS 10/0.01 *et seq.*

15. 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.*

16. 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).

This Agreement has been executed the day and year provided above.

COLLEGE OF DUPAGE

Contractor:

By: _____

By: _____

Name: Dr. Brian Caputo

Name: _____

Title: VP Administration, CFO

Title: _____

SCOPE OF WORK

Bid Package and Addendums form scope of work and are listed here.

EXHIBIT 2

Contractor shall submit monthly statements for work rendered. The statements will be based upon Contractor's work completed at the time of billing on the basis of actual work performed. COD shall make payments to Contractor sixty (60) days after receipt of Contractor's statements properly submitted. Monthly statements shall detail Amount Currently Due, Previous Amount Billed, and Balance of Contract Outstanding. In the event of termination for convenience by COD as herein provided, Contractor shall be paid for work properly rendered prior to termination, or as otherwise provided herein.

Requests for Payment shall be submitted no more than once per month in a format acceptable to COD.

Any terms or payment provisions, such as penalties or interest, contained on Contractor's invoices shall be of no effect.

COD may withhold payment from monies otherwise due to the Contractor to compensate the COD for the cost of repairing defective work or completing incomplete work in case of Contractor default.

If COD selects agreed unit rates as the method of payment for base scope work or change order work, the agreed unit rates are as set forth below:

UNIT RATE SCHEDULE

Description	Unit	Rate (\$)

Contractor shall be allowed 10% mark-up on change order work when time and material reimbursable method of pricing is selected.

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

EXHIBIT E - PREVAILING WAGE FORM



Prevailing Wage Form

In an effort to meet the Prevailing Wage Survey requirements of the State of Illinois, the College of DuPage has established the Prevailing Wage Form that will assist in reporting Prevailing Wage information. Please complete the information below and return to the College of DuPage Project Manager.

Project Name: _____

Project Bid/RFP#: _____

Contractor Information:

Company Name	_____		
Address:	_____	Suite/Floor	_____
City:	_____	ST	_____
Phone:	_____	Zip Code	_____
		Fax:	_____

Contractor Contact Information:

First Name	_____	MI	_____	Last Name	_____
Title	_____	Email	_____		
City	_____	ST	_____	Zip	_____
Primary Phone:	_____				

College of DuPage Project Manager: _____ Date: _____