COLLEGE OF DUPAGE
REGULAR BOARD MEETING

BOARD APPROVAL

1. SUBJECT

UPS System and Battery Replacement

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

This purchase represents equipment purchases identified in the FY18 Information Technology Replacement Plan. This item includes replacement of the uninterrupted power supply (UPS) in the BIC, and the replacement of batteries for the UPS systems in the BIC and TEC. The UPS systems provide critical power to network and telecommunications equipment in both locations.

The life expectancy of UPS systems and batteries varies greatly depending on conditions. Based on previous experience and industry standards, the expected lifecycle of UPS equipment is 12 years and batteries is 4 years. The existing UPS is over 18 years old and the batteries are over 4 years old. The bid proposal includes the removal and proper disposal of old equipment and batteries in accordance with College Board Policy 10-85.

A legal notice for an Invitation for Bids was published on February 9, 2018 in the Daily Herald; the invitation was also posted to the College of DuPage Purchasing website and distributed to in-district Chambers of Commerce. Forty-six (46) vendors were directly solicited. Sixty-five (65) vendors downloaded the RFP documents. A Pre-Bid meeting and site visit was held on February 14, 2018 at 11:00 a.m. in the College of DuPage Purchasing Department Conference Room (BIC 1B03A). A public opening was held on February 23, 2018 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), Susan Castellanos (COD Buyer/Facilitator), Judy Coates (COD Manager, Learning and Organization Department/Agent of the Board), Ellen Roberts (COD Director, Business Affairs), Rich Kulig (COD Manager, Network Services), Hashem Helmi (COD Network Analyst, Network Services) and
representatives from three (3) firms. Eleven (11) bids were received. Three (3) women/minority owned businesses submitted bids.

United Power & Battery and SEPS, Inc. submitted alternative bids. These alternative bids from United Power & Battery and SEPS, Inc. Bid #2 were rejected because the batteries proposed did not meet the bid specifications.

The basis of award for this bid is the total base bid. The recommended award is to the lowest responsive, responsible bidder.

Following is a recap of the bid tabulation:

<table>
<thead>
<tr>
<th>Item #</th>
<th>Vendor</th>
<th>Total Base Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>J &amp; S Power Solutions, Inc.**</td>
<td>$39,105.00</td>
</tr>
<tr>
<td>2</td>
<td>United Power &amp; Battery</td>
<td>$40,640.00</td>
</tr>
<tr>
<td>3</td>
<td>Weissco Power</td>
<td>$51,670.00</td>
</tr>
<tr>
<td>4</td>
<td>Ficek Electric and Communication System**</td>
<td>$50,024.00</td>
</tr>
<tr>
<td>5</td>
<td>United Power System**</td>
<td>$44,700.00</td>
</tr>
<tr>
<td>6</td>
<td>Performance Battery Group</td>
<td>$44,212.00</td>
</tr>
<tr>
<td>7</td>
<td>SEPS, Inc. Bid #1</td>
<td>$41,137.00</td>
</tr>
<tr>
<td>8</td>
<td>All Tech Energy, Inc.</td>
<td>$74,478.00</td>
</tr>
<tr>
<td>9</td>
<td>Bradway Electric, Inc.</td>
<td>$68,900.00</td>
</tr>
</tbody>
</table>

**Woman/Minority Owned Business
Recommended award in bold
### Budget Status

<table>
<thead>
<tr>
<th>GL Account</th>
<th>FY2017 Prior Year Spend</th>
<th>FY2018 Annual Budget</th>
<th>FY2018 YTD Spend</th>
<th>Available Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td>01-90-90111-5806001</td>
<td>$456,243</td>
<td>$1,608,000</td>
<td>$716,110</td>
<td>$891,890</td>
</tr>
</tbody>
</table>

*IT Plan: Equipment - Instructional*

FY2018 Request $39,105

*YTD Spend equals actuals plus committed as of 04/03/2018.*

This purchase supports Goal #8 Infrastructure of the Strategic Long Range Plan: College of DuPage is committed to maintaining, improving and developing structures, systems and facilities necessary for the delivery of high quality education and meaningful cultural events; specifically, Strategic Objective: 8.4 Revise, integrate and implement the Information Technology Strategic Plan in order to enhance student success, maximize institutional effectiveness and ensure hardware and software are reliable, secure (from data breaches) and are user friendly to students, employees and other stakeholders.

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

4. **RECOMMENDATION**

That the Board of Trustees approves the purchase of an Uninterrupted Power Supply (UPS) and Battery Replacement equipment from J&S Power Solutions, Inc., 201 East Ogden, Suite 14, Hinsdale, IL, 60521 in the amount of $39,105.00.

Staff Contact: Dr. Charles Currier, Vice President, Information Technology, Facility Operations and Construction
BOARD APPROVAL

SIGNATURE PAGE FOR

UPS SYSTEM AND BATTERY REPLACEMENT

ITEM(S) ON REQUEST

That the Board of Trustees approves the purchase of an Uninterrupted Power Supply (UPS) and Battery Replacement equipment from J&S Power Solutions, Inc., 201 East Ogden, Suite 14, Hinsdale, IL, 60521 in the amount of $39,105.00.

[Signatures]

BOARD CHAIR

DATE

BOARD SECRETARY

DATE
2018-B0035 UPS System and Battery Replacement for College of DuPage

ADDENDUM # 2

February 22, 2018

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 March 1, 2018 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 Department, 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 questions, responses and clarifications to this bid:

Section I. Revisions

1. The Due Date Change:

   Currently Reads:

   BIDS DUE: FRIDAY, FEBRUARY 23, 2018 at 11:00 a.m. Central Time

   Change To:

   BIDS DUE: THURSDAY, MARCH 1, 2018 at 11:00 a.m. Central Time

Section II. Clarification

2. Due to some concerns, the following requirement listed in sections 3.2.2 and 3.2.3 is removed from the specification.

   “Contractor must provide the manufacturer factory test data to the owner’s representative for all supplied systems before final payment is made. The factory test data must include the battery voltage and internal resistance.”
2018-B0035 UPS System and Battery Replacement for College of DuPage

ADDENDUM # 2

February 22, 2017

This signed Addendum is required to be returned with your Bid no later than the due date set forth for this Invitation for 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 Department 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 Department 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 Department 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-B0035 UPS System and Battery Replacement for College of DuPage

ADDENDUM # 1

February 20, 2018

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 February 23, 2018 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 Department, 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 questions, responses and clarifications to this bid:

Section I. Revisions

Section 4.0, Bid Form, is deleted and replaced in its entirety with the Bid Form in Attachment A of this Addendum.

Section II. Clarification

<table>
<thead>
<tr>
<th>Questions</th>
<th>Responses</th>
</tr>
</thead>
<tbody>
<tr>
<td>1) Will the College of DuPage accept a cashier’s check or certified check for the full amount of the contract in lieu of a Performance and Payment Bond?</td>
<td>See Section 2.9 of Bid document.</td>
</tr>
<tr>
<td>2) Must all cells in the pricing table contain a value or may we provide only a line item total?</td>
<td>See attached revised Bid form in Attachment A of this Addendum.</td>
</tr>
<tr>
<td>3) Will the College of DuPage award this contract to a single responsible bidder or might line items be separated and awarded to multiple bidders</td>
<td>See attached revised Bid form in Attachment A of this Addendum.</td>
</tr>
<tr>
<td>Questions</td>
<td>Responses</td>
</tr>
<tr>
<td>----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>4) If we would like to submit pricing for both the specified product and an alternate, should we submit two separate bid packets?</td>
<td>We are not accepting bids for alternate products.</td>
</tr>
<tr>
<td>5) We are requesting a deviation or exception pertaining to Section 3.2.2 Battery. The specification states that the battery must have a 10-year design life (at 25 degrees C). The battery presently in the Ferrups UPS is an equivalent to the specified C&amp;D battery but only has an 8 year design life (at 25 degrees C). Will the College of DuPage consider accepting an equivalent battery with an 8 year design life?</td>
<td>No.</td>
</tr>
<tr>
<td>6) Can I get the model number for Ferrups 18kVA UPS that needs to be replaced?</td>
<td>Ferrups FE 18kVA is the model number.</td>
</tr>
<tr>
<td>7) What is the voltage in and out and the standard battery backup time on the UPS unit?</td>
<td>This question is not necessary since we specify the replacement model needed.</td>
</tr>
<tr>
<td>8) Are you needing the 208V/120V system or the 240V/120V system?</td>
<td>The Ferrups FE 18kVA model requested supports both.</td>
</tr>
<tr>
<td>9) We are a BEP/CMS certified Supplier (we are WBE &amp; DBE certified as well) - upon review of this bid, it looks like installation/labor is required. We will need to partner with a contractor/installer - Does this contractor/installer need to be certified as well or can we partner with one of our contractor partners that aren't in the BEP/CMS database or have a MBE, WBE, or DBE certification.</td>
<td>No, the contractor/installer does not need to be certified. See Section 5.5.5.2 of the Bid document.</td>
</tr>
<tr>
<td>10) Can you provide the following information for the unit being requested:</td>
<td>This information is from the current UPS.</td>
</tr>
<tr>
<td>a) Input Voltage:</td>
<td>Model: FE18KVA/20C</td>
</tr>
<tr>
<td>b) Output Voltage:</td>
<td>Serial Number: FE18K00910</td>
</tr>
<tr>
<td>c) Runtime:</td>
<td>AC Input</td>
</tr>
<tr>
<td>d) Maint Bypass: Y/N</td>
<td>Volts: 208/240</td>
</tr>
<tr>
<td>11) Is the pre-bid meeting mandatory?</td>
<td>Amps: 97/84</td>
</tr>
<tr>
<td>12) Are the 60 batteries to be supplied in an existing cabinet or are they on a large battery rack? Or, is a new cabinet needed. Are there room constraints?</td>
<td>Input PF: 0.95, Phase:1</td>
</tr>
<tr>
<td>13) Typically, when there is this much back up time a 20 amp optional charger is supplied as the internal standard unit is not big enough.</td>
<td>AC Output:</td>
</tr>
<tr>
<td></td>
<td>Volts: 120 / 208 / 240</td>
</tr>
<tr>
<td></td>
<td>Amps: 149 / 84 / 73</td>
</tr>
<tr>
<td></td>
<td>DC Input: 120V, 151A</td>
</tr>
<tr>
<td></td>
<td>TVWW Rating: 0.400kV 06/95B</td>
</tr>
<tr>
<td></td>
<td>Maint Bypass: Yes</td>
</tr>
<tr>
<td>11) Is the pre-bid meeting mandatory?</td>
<td>No.</td>
</tr>
<tr>
<td>12) Are the 60 batteries to be supplied in an existing cabinet or are they on a large battery rack? Or, is a new cabinet needed. Are there room constraints?</td>
<td>They are in an existing cabinet that will be reused. Any other constraints are mentioned in the bid.</td>
</tr>
<tr>
<td>13) Typically, when there is this much back up time a 20 amp optional charger is supplied as the internal standard unit is not big enough.</td>
<td>This is not required.</td>
</tr>
<tr>
<td>Questions</td>
<td>Responses</td>
</tr>
<tr>
<td>---------------------------------------------------------------------------</td>
<td>--------------------------------------------------------------------------</td>
</tr>
<tr>
<td>14) If there is an optional 20 amp charger, there must be a separate 20</td>
<td>See response to question number 13.</td>
</tr>
<tr>
<td>amp 208v single phase feed to it</td>
<td></td>
</tr>
<tr>
<td>15) There is a part number on the existing unit that would be helpful to</td>
<td>See response to question number 2</td>
</tr>
<tr>
<td>show exactly how the UPS is configured (input and output voltage and</td>
<td></td>
</tr>
<tr>
<td>more).</td>
<td></td>
</tr>
<tr>
<td>16) Is there an existing maintenance bypass on the wall that can be</td>
<td>There is an existing bypass on the wall that will be reused.</td>
</tr>
<tr>
<td>reused? If not is there one built in to the back of the UPS?</td>
<td></td>
</tr>
<tr>
<td>17) What issues will there be getting into the site to deliver and</td>
<td>See section 3.2 of the Bid document.</td>
</tr>
<tr>
<td>remove all batteries and equipment?</td>
<td></td>
</tr>
<tr>
<td>18) Is there after hour labor that needs to be included for this work?</td>
<td>No.</td>
</tr>
<tr>
<td>19) Even though Eaton still makes this same UPS system, will alternates</td>
<td>No.</td>
</tr>
<tr>
<td>be allowed?</td>
<td></td>
</tr>
<tr>
<td>20) What is the load on the system now and in the future?</td>
<td>See response to question number 7.</td>
</tr>
<tr>
<td>21) As much as the type of battery has been specified, what is the actual</td>
<td>See response to question number 7.</td>
</tr>
<tr>
<td>back up time needed based on the load or UPS full load capability?</td>
<td></td>
</tr>
<tr>
<td>22) Is there any type of monitoring needed? SNMP? Form C contacts and</td>
<td>The existing monitoring unit will be reused. See Section 3.1 of the Bid</td>
</tr>
<tr>
<td>remote panel?</td>
<td>documents.</td>
</tr>
<tr>
<td>23) Can the equipment be stored in the COD Warehouse overnight if work is</td>
<td>We will make accommodations if equipment needs to be stored overnight.</td>
</tr>
<tr>
<td>not completed in one day?</td>
<td></td>
</tr>
<tr>
<td>24) What do you mean by inside delivery? Do you mean into the dock area</td>
<td>The awardee is responsible for transporting any equipment from the truck/</td>
</tr>
<tr>
<td>or all the way up to the UPS room? Normally the install tech will move</td>
<td>dock to the UPS location inside the building. COD employees will not</td>
</tr>
<tr>
<td>the batteries &amp; system up to the room the day of the install &amp; they stay</td>
<td>move any equipment. Overnight storage will be available if needed.</td>
</tr>
<tr>
<td>in the dock area until then.</td>
<td></td>
</tr>
<tr>
<td>25) What is the serial number of the current FE 18kVA?</td>
<td>See response to question number 2</td>
</tr>
<tr>
<td>26) Do you need the new system to be 208/120V or 240/V or 240/120V?</td>
<td>See response to question number 8</td>
</tr>
</tbody>
</table>
Attachment A

BID FORM FOR 2018-B0035 UPS SYSTEM AND BATTERY REPLACEMENT

IMPORTANT: Bidders must complete and return the following revised Bid Form with their complete Bid submittal.
4.0 BID FORM – Addendum 1

Bid/proposal pricing for all items and/or services must be based on the standard unit of measure indicated. Pricing on alternate unit of measure may not be accepted. Each bid must be signed total price must be typed or written in ink. Any exceptions to items specified or other terms must be clearly indicated on the bid. Bids submitted without quotes for the specified item will be considered incomplete, and as a result, will be rejected.

Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service meeting all the terms and conditions of the specification. The College reserves the right to accept or reject any and/or all Bids when, the best interest of the College will be served thereby.

Bidder must provide details on the batteries and UPS being quoted as specified below

1) Remove and dispose of an existing Ferrups 18kVA UPS and replace with a new Eaton FE 18kVA UPS; include cost for replacing the FE 18kVA UPS, including all services for de-installation, removal of old UPS, and installation of new UPS.
2) Remove, replace, and dispose of the existing 60 batteries for the UPS in BIC 1419A; include cost for removal/replacement of 60 batteries.
3) Remove, replace, and dispose of the existing 40 batteries for the UPS in TEC 0016; include cost for removal/replacement of 40 batteries.
4) Provide battery technical specifications and warranties.
5) Provide three references from similar engagements that you have conducted in the last two years.

2018-B0035 UPS SYSTEM AND BATTERY REPLACEMENT

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Ferrups 18kVA UPS ............................................................</td>
<td>$</td>
</tr>
<tr>
<td>2.</td>
<td>Batteries: C&amp;D UPS-620MR (6V 200AH) (or equivalent) in BIC 1419A................................</td>
<td>$</td>
</tr>
<tr>
<td>3.</td>
<td>Batteries: Powerware Model PWHR12280W4FR batteries (or equivalent) in TEC 0016..........................</td>
<td>$</td>
</tr>
</tbody>
</table>

Total $__________

Comments:
__________________________________________________________________________
__________________________________________________________________________

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

Company Name: ______________________ Contact Name: ______________________
Address: ____________________________ Phone / Email: ______________________
Submitted by: _________________________ (printed)
Submitted by: _________________________ (signed)

Addendum 1 – 2018-B0035 UPS System and Battery Replacement for College of DuPage
2018-B0035 UPS System and Battery Replacement for College of DuPage

ADDENDUM # 1

February 20, 2018

This signed Addendum is required to be returned with your Bid no later than the due date set forth for this Invitation for 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 Department 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 Department 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 Department 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: ____________________________
BID NUMBER: 2018-B0035

UPS SYSTEM AND BATTERY REPLACEMENT FOR COLLEGE OF DUPAGE

A pre-bid meeting is scheduled for Wednesday, February 14, 2018 at 11:00 a.m. in the Purchasing Office; BIC 1B03A at 425 Fawell Blvd, Glen Ellyn IL. 60137

BIDS DUE: Friday, February 23, 2018 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
INVITATION TO BID

Sealed bids for **UPS System and Battery Replacement for College of DuPage**, 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 a.m. Central Time, Friday, February 23, 2018**, at which time they will be publicly opened. In the event of College closure due to inclement weather, bid deadline will be extended to the next business day at the same time.

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

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.

Respondents may download the Bid in addition and any future addenda from the College's Purchasing website at the following URL address: [http://cod.edu/about/purchasing/request/index.aspx](http://cod.edu/about/purchasing/request/index.aspx)

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

No. 2018-B0035

The College of DuPage is accepting sealed bids for UPS System and Battery Replacement for College of DuPage. 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, Friday, February 23, 2018, at which time they will publicly opened. College of DuPage Board of Trustees Reserves the right to reject any and all responses. This invitation is issued in the name of the Board of Trustees of College of DuPage, Community College District 502, Glen Ellyn, Illinois.

A pre-bid meeting is scheduled for Wednesday, February 14, 2018 at 11:00 a.m. in the Purchasing Office; BIC 1B03A at 425 Fawell Blvd, Glen Ellyn IL. 60137
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BID SUBMISSION CHECKLIST
Things to Remember When Submitting a Response to an Invitation to Bid for the College of DuPage

1. □ Read the entire document. In your review, note critical items such as: blackout period, required goods and services, submittal dates, submission requirements, etc.

2. □ Note the contact information provided. The Purchasing Office Buyer at purchasing@cod.edu is the single point of contact for this Invitation to Bid and is the only person with whom you are allowed to communicate regarding this bid. This person is an excellent source of information for any questions you may have.

3. □ Take advantage of the “question and answer” period. Submit your questions to the Purchasing Department by the date in the Invitation to Bid and view the answers given in the formal addenda issued for the Invitation to Bid. All addenda issued for an Invitation to Bid will be emailed to each company that downloaded the bid documents and will include all questions asked and answered concerning the Invitation to Bid. Please ensure when downloading the bid documents, you use a valid email address.

4. □ Do not alter, add to, or delete and part of the Bid documents without prior approval. Please refer to the section titled Exceptions for instruction on how to request a deviation to the original Invitation to Bid.

5. □ Ensure all Addenda are signed. Before submitting your response, check the College Purchasing website at http://www.cod.edu/about/purchasing/requests/index.aspx to see whether any addenda were issued for this Bid request. If so, you must submit a signed copy of the addenda along with your bid response.

6. □ Review and read the bid document again to make sure you have addressed all requirements.
   *Your original response and the requested electronic copy (flash drive) must be identical and be complete.
   *Bids will not be accepted if Sections 6, 7, and 8 are not completed. (Please note there are two (2) signature lines in Section 8 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 – 2/9/18
   - Pre-bid Date – 2/14/18 at 11:00 a.m.
   - Questions Due – on or before 11 a.m. on 2/16/18
   - Bids Due – 2/23/18 at 11:00 a.m.
   - Target Board Approval Date – 3/15/18
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 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 overall whose bid complies with the requirements prescribed in in the bid document. The successful bidder will be notified by electronic mail that their bid has been accepted and that they have been awarded the contract. Notification will also be posted on the College’s Purchasing website at http://www.cod.edu/about/purchasing/. Failure to execute performance as per accepted bid may result in legal action by the College of DuPage to recover damages.

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

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

1.9 CONSIDERATION OF BIDS

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

1.10 COMPETENCY OF BIDDER

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

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

1.12  PAYMENT TERMS

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

1.13  PAYMENT REMITTANCE

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

1.14  CASH BILLING DISCOUNTS

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

1.15  LOCAL BUSINESS PREFERENCE

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

1.16  EQUAL EMPLOYMENT OPPORTUNITY

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

1.17  TAX EXEMPTION

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

1.18  HOLD HARMLESS CLAUSE

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

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<tr>
<th>TYPE OF INSURANCE</th>
<th>MINIMUM INSURANCE COVERAGE</th>
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<td>Commercial General Liability</td>
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<td>Premises – Operations</td>
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<td>Explosion, Underground and Collapse Hazard</td>
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<td>Products/Completed Operations</td>
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<td>Contractual Insurance</td>
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<td>Broad Form Property Damage</td>
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<td>Independent Contractors</td>
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<td>Bodily Injury</td>
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<td>Automobile Liability</td>
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<td>Workers’ Compensation and Employers’ Liability</td>
<td>As Required by Applicable Laws</td>
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<tr>
<td>Professional Liability</td>
<td>If Performance Specifications are Required by the Contract</td>
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1.20 PREVAILING WAGE ACT

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

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

1.21 BUSINESS ENTERPRISE PROGRAM

The College of DuPage encourages the participation of qualified minorities, females, and persons with disabilities owned businesses in public contracts. It is the practice of the College to ensure full and equitable economic opportunities to persons and businesses that compete for business with the College of DuPage, including minorities, females, and persons with disabilities owned business enterprises.
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 Contractor list and download the original documents. This will ensure your contact information is registered on our Contractor 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, Contractor, 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, Contractor, 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 February 9, 2018 at 11:00 a.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 BID DEADLINE AND SUBMISSION

To be assured of consideration, Bids must be received by the College of DuPage in the College’s in Purchasing Department, BIC-1B03, no later than 11:00 a.m. Central Time on Friday, February 23, 2018, Failure by a delivery service company or person to meet the deadline will not excuse the Bidder from the deadline requirement. It is solely the Bidder’s responsibility to ensure that adequate time is allowed for timely, accurate delivery and that the Bid is received as required.

All Bidders shall submit:
One (1) sealed original copy of the Bid;
and three (3) flash drive containing all completed documents

Bids must be in a sealed envelope and delivered to:

Purchasing Manager
ATTN: Bid No. 2018-B0035
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 V or higher in the financial size category as defined by Best's Key Rating Guide - Property and Casualty. Failure to submit the bid deposit shall constitute an informal Bid 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.

*This project does not require a bid deposit.

2.10 PERFORMANCE AND PAYMENT BOND

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

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

END OF SECTION
3.0 SCOPE OF WORK

UPS SYSTEM AND BATTERY REPLACEMENT FOR COLLEGE OF DUPAGE

3.1 DESCRIPTION

The College of DuPage is seeking bids from qualified candidates to provide the following:

1) Remove and dispose of an existing Ferrups 18kVA UPS and replace with a new Eaton FE 18kVA UPS.
2) Remove, replace, and dispose of the existing 60 batteries for the UPS in BIC 1419A.
3) Remove, replace, and dispose of the existing 40 batteries for the UPS in TEC 0016.

All work will be performed at the main campus at 425 Fawell Blvd, Glen Ellyn, IL. in either the Berg Instructional Center or the Technical Education Center

3.2 SERVICE REQUIRED

1. COD currently has a Ferrups FE 18kVA UPS in room BIC 1419A which is over 15 years old. We are looking to replace/upgrade it with the same model. Work should include removing and disposing of the existing UPS, and installation of the new Eaton FE18kVA UPS. The upgrade can be performed during normal working hours utilizing the bypass switch. The existing battery cabinet will not be replaced. The UPS currently has a Web/SNMP external adapter and temperature sensors attached for event notification and monitoring via a 25 pin Y cable. The vendor is responsible for reconnecting the devices.

2. Remove, replace, and dispose of the existing 60 batteries for the UPS in Berg Instructional Center - Room 1419A. This should include:
   - Ship, unload and test a total quantity of 60 C&D UPS-620MR (6V 200AH) batteries or equivalent, for the BIC 1419A location.
   - Installation during normal business hours, 8:00 AM to 5:00 PM, Monday through Friday to be performed by fully trained and qualified technician.
   - Provide inter-cell and inter-tier connectors, cables, lugs, and hardware as required.
   - Batteries are to be date-coded less than 180 days old at the time of installation and in new condition.
   - Inside delivery is required. There is a shipping dock for this building located on the ground floor. The use of an elevator will be required as the room location is on the 1st floor. There is a ramp and raised floor in this room where the UPS is located.
   - Test batteries during and after the installation process to insure a fully functional battery bank.
   - Contractor must provide the manufacturer factory test data to the owner’s representative for all supplied systems before final payment is made. The factory test data must include the battery voltage and internal resistance.
   - Contractor must provide on-site test data for all supplied systems to the owner’s representative before final payment is made. For on-site test data the contractor must run the UPS into its normal load and record/report all battery related parameters via the system reports.
   - Remove and properly dispose of a total quantity of 60 existing batteries.
   - Provide receipt to the owner’s representative for battery disposal showing EPA certification number from the disposal facility within 14 days of the battery replacement.

Battery specifications:
   - C&D UPS-620MR or equivalent
   - Dimensions: 12.51” long x 8.94” high (including posts) x 6.83” wide
   - 10 year design life (at 25 degrees C)
   - AGM technology
   - Flame retardant polypropylene case
- UL recognized
- Capacity = 620 WPC @ 15 minute rate to 1.67 VPC @ 25 degrees C
- 200 AH @ 20 hr. rate to 1.67 volts/cell.
- Operating temperature range: Discharge; -40F to +160F, Charge; -10F to +140F
- Nominal operating temperature range: 74-80F
- Warranty: 3 year full warranty on batteries
- Start of Warranty: Manufacturer’s warranty period shall commence at battery installation. A copy of the warranties (Hardware and Software) will be provided to the owner’s representative within 7 calendar days of the final battery installation for each site.

3. Remove, replace, and dispose of the existing 40 batteries for the UPS in Technical Education Center (TEC) Room 0016. This should include:
   - Ship, unload and test a total quantity of 40 Powerware Model PWHR12280W4FR batteries or equivalent for the TEC 0016 location.
   - Installation during normal business hours, 8:00 AM to 5:00 PM, Monday through Friday to be performed by fully trained and qualified technician.
   - Provide inter-cell and inter-tier connectors, cables, lugs, and hardware as required.
   - Batteries are to be date-coded less than 180 days old at the time of installation and in new condition
   - Inside delivery is required. Lift gate truck delivery will be necessary. UPS system is located on ground floor and will not require use of elevator.
   - Test batteries during and after the installation process to insure a fully functional battery bank.
   - Contractor must provide the manufacturer factory test data to the owner’s representative for all supplied systems before final payment is made. The factory test data must include the battery voltage and internal resistance.
   - Contractor must provide on-site test data for all supplied systems to the owner’s representative before final payment is made. For on-site test data the contractor must run the UPS into its normal load and record/report all battery related parameters via the system reports.
   - Remove and properly dispose of a total quantity of 40 existing batteries.
   - Provide receipt to the owner’s representative for battery disposal showing EPA certification number from the disposal facility within 14 days of the battery replacement.

Battery specifications: (UPS = Powerware 9390-80 Serial #ECO82CAA06)
   - Powerware model PHWR12280W4FR or equivalent
   - Dimensions: 10.12” long x 8.43” high (including posts) x 6.47” wide 2.51” long x 8.94” high (including posts) x 6.83” wide
   - 10 year design life (at 25 degrees C)
   - AGM technology
   - Flame retardant polypropylene case
   - UL recognized
   - Capacity = 280 WPC @ 15 minute rate to 1.67 VPC @ 25 degrees C
   - Operating temperature range: Discharge; -40F to +160F, Charge; -10F to +140F
   - Nominal operating temperature range: 77F +5 degrees
   - Warranty: 3 year full warranty on batteries
   - Start of Warranty: Manufacturer’s warranty period shall commence at battery installation. A copy of the warranties (Hardware and Software) will be provided to the owner’s representative within 7 calendar days of the final battery installation for each site.
4.0 BID FORM

2018-B0035 UPS SYSTEM AND BATTERY REPLACEMENT

FIRM NAME, CONTACT NAME and PHONE NUMBER


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

Bidder must provide details on the batteries and UPS being proposed and quoted as specified below

1) Remove and dispose of an existing Ferrups 18kVA UPS and replace with a new Eaton FE 18kVA UPS.
2) Remove, replace, and dispose of the existing 60 batteries for the UPS in BIC 1419A.
3) Remove, replace, and dispose of the existing 40 batteries for the UPS in TEC 0016.
4) Cost for replacing the FE 18kVA UPS, including all services for de-installation, removal of old UPS, and installation of new UPS
5) Cost for removal/replacement of 60 batteries in BIC 1419A.
6) Cost for removal/replacement of 40 batteries in TEC 0016.
7) Provide three references from similar engagements that you have conducted in the last two years.

Bids submitted without quotes for the specified item will be considered incomplete, and as a result, will be rejected.

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<tr>
<th>Item Description</th>
<th>Qty.</th>
<th>Battery Cost -</th>
<th>Cost for Removal and Disposal</th>
<th>Cost for Installation and Testing</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ferrups 18kVA UPS</td>
<td>1 ea.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Batteries: C&amp;D UPS-620MR (6V 200AH in BIC 1419A (or equivalent)</td>
<td>60 ea.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Batteries Powerware Model PWHR12280W4FR batteries (or equivalent) in TEC 0016</td>
<td>40 ea.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Comments:


Submitted by: _______________________________ (printed)

Submitted by: _______________________________ (signed)
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 Contractor(s)). 30 ILCS 575

Contract Goal to be Achieved by Contractor: This solicitation includes an aspirational BEP participation goal of 20% based on the availability of BEP certified Contractors 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 Contractor 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 Contractors. If Contractor is an MBE and FBE certified Contractor, the entire goal is met and no subcontracting with a BEP certified Contractors is required; however, Contractor must submit a Utilization Plan indicating that the goal will be met by self-performance.

Following are guidelines for Contractor’s completion of the Utilization Plan. The Utilization Plan must demonstrate that Contractor 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, Contractor, or Contractor’s proposed Subcontractor, must be certified with the Illinois Department of Central Management Services as a BEP certified Contractor.

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 Contractor, 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 Contractor 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 Contractor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the BEP certified Contractor 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 Contractor. 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 Contractor and a BEP certified Contractor in which a BEP certified Contractor promises not to provide subcontracting or pricing quotations to other Contractors is prohibited. The College may request additional information to demonstrate compliance. Contractor 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 Contractor. Failure to cooperate by Contractor and BEP certified Contractor may render the bidder or offeror non-responsive or not responsible. The contract will not be awarded to Contractor unless Contractor’s Utilization Plan is approved by the College.

3. **BEP Certified Contractor Locator References:** Contractor may consult CMS’ BEP Contractor 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 Contractors at the time of bid or offer.

4. **Contractor Assurance:** Contractor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Contractor 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 Contractor signs with a subcontractor or supplier.

5. **Calculating BEP Certified Contractor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all BEP certified Contractors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by BEP certified Contractors, by subcontractors or suppliers to such Contractors, 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 Contractor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the BEP certified Contractor, including supplies purchased or equipment leased by the BEP certified Contractor shall be counted, except supplies purchased and equipment rented from the Prime Contractor submitting this bid or offer.

   5.2 A Contractor 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 Contractor performs toward the goal. A Contractor shall also count the dollar value of work subcontracted to other BEP certified Contractor. Work performed by the non-BEP certified party shall not be counted toward the goal. **Work that a BEP certified Contractor subcontracts to a non-BEP certified Contractor will not count towards the goal.**

   5.3 A Contractor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a BEP certified Contractor manufacturer, BEP certified regular dealer, or BEP certified supplier. A Contractor shall count toward the goal the following expenditures to BEP certified Contractors 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 Contractor’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 Contractors 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
Contractor can provide documentation indicating the utilization of these Contractors.

5.5 A Contractor 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 Contractor 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 Contractor 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 Contractor
participation. In determining whether a BEP certified Contractor is such an extra
participant, the College shall examine similar transactions, particularly those in
which BEP certified Contractors do not participate, and industry practices.

5.6 A Contractor 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 Contractor support activities.

6. **Good Faith Effort Procedures**: Contractor must submit Utilization Plans, subcontract documents, and/or Letters of Intent that meet or exceed the published goal. If Contractor cannot meet the stated goal, Contractor 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 Contractor’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 Contractor did not succeed in obtaining BEP certified Contractor 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 Contractor 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. Contractor may not make changes to its contractual BEP certified Contractor commitments or substitute BEP certified Contractors without the prior written approval of the College. Unauthorized changes or substitutions, including performing the work designated for a BEP certified Contractor with Contractor’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 Contractor or otherwise change the Utilization Plan, Contractor must notify the College in writing of the request to substitute a BEP certified Contractor 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 Contractor 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 Contractor 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 Contractor. Documentation of a replacement BEP certified Contractor, or of good faith efforts to replace the BEP certified Contractor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Contractor may substitute with a non- BEP certified Contractor or Contractor may perform the work.

   7.5. If a Contractor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Contractor must obtain the approval of the College to modify the Utilization Plan and must make good faith efforts to ensure that BEP certified Contractors have a fair opportunity to submit a bid or offer on the new scope of work.
7.6. A new BEP certified Contractor agreement must be executed and submitted to the College within five business days of Contractor’s receipt of the College’s approval for the substitution or other change.

7.7. Contractor shall maintain a record of all relevant data with respect to the utilization of BEP certified Contractors, 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 Contractor 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 Contractor any additional data reasonably related or necessary to verify any representations by Contractor. After the performance of the final item of work or delivery of material by the BEP certified Contractor and final payment to the BEP certified Contractor by Contractor, but not later than 30 calendar days after such payment, Contractor shall submit a statement confirming the final payment and the total payments made to the BEP certified Contractor under the contract.

7.8. The College will periodically review Contractor’s compliance with these provisions and the terms of its contract. Without limitation, Contractor’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 Contractor, 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 Contractor to enforce these provisions and Contractor’s contractual commitments. Final payment shall not be made pursuant to the contract until Contractor submits sufficient documentation demonstrating compliance with its Utilization Plan.
UTILIZATION PLAN

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

__________________________ (Contractor) submits the following Utilization Plan as part

of our bid or offer in accordance with the requirements of the BEP Program Status and Participation

section of the solicitation for UPS System and Battery Replacement for College of DuPage, Bid

Number 2018-B0035. 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.

Contractor submits the following statement:

☐ Contractor is a BEP certified firm and plans to fully meet the goal through self-performance.

☐ Contractor has identified BEP certified subcontractor(s) to fully meet the established goal and

submits the attached executed Letter(s) of Intent; or

☐ Contractor 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).

Contractor’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 Contractor 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 Contractor’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 Contractor’s efforts as described below.

☐ Utilize the Sell2Illinois website: www.sell2.illinois.gov/cms/business to identify BEP certified Contractors within the respective commodity/service codes denoted above and at a minimum email all listed Contractors and solicit quotes from all Contractors who express an interest via follow-up emails or telephone calls.

☐ Solicit through all reasonable and available means (e.g., attendance at a Contractor conference, advertising and/or written notices) the interest of BEP certified Contractors that have the capability to perform the work of the contract. Contractor must solicit this interest within sufficient time to allow the BEP certified Contractors to respond to the solicitation. Contractor must determine with certainty if the BEP certified Contractors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal. Contractor must provide interested BEP certified Contractors 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 Contractors 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 Contractor participation, even when Contractor might otherwise prefer to perform these work items with its own forces.

☐ Make a portion of the work available to BEP certified Contractors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate BEP certified Contractor participation.

☐ Negotiate in good faith with interested BEP certified Contractors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of BEP certified Contractors that were considered and an explanation as to why an agreement could not be reached.

☐ Thoroughly investigate the capabilities of BEP certified Contractors and not reject them as unqualified without sound reasons.

☐ Make efforts to assist interested BEP certified Contractors in obtaining lines of credit or insurance as required by the College.

☐ Make efforts to assist interested BEP certified Contractors 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 ______


H. 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 Contractor 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.

CONTRACTOR 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.

____________________________________________________________________________________________
____________________________________________________________________________________________
____________________________________________________________________________________________
____________________________________________________________________________________________

Contractor 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.

Contractor 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.

Owners/Principal(s)
Company Name: ______________________________        Name(s)/Title(s): ________________________
__________________________________________________________
Contractor Address: ______________________________ City, State, Zip:  _____________________ ___
Phone Number: ______________________________   Fax Number:  ____________________________
Email Address: ______________________________
Signature
Bidder/Company Official: _______________________________Date:  _________________________