COLLEGE OF DUPAGE
SPECIAL BOARD MEETING

BOARD APPROVAL

1. SUBJECT

Partnership Hall Graphic Displays.

2. REASON FOR CONSIDERATION

Purchase exceeding the statutory limit of $25,000 must be approved by the Board of Trustees.

3. BACKGROUND INFORMATION

Partnership Hall consists of multiple displays along both sides of the Student Resource Center (SRC) second floor corridor that connects the Berg Instructional Center (BIC), Student Services Center (SSC) and SRC Library. Display content includes graphics or other media that highlight the collegiate, corporate and other supporting organizations affiliated with the educational programs offered at the College of DuPage.

A legal notice for an Invitation for Bids (Bid # 2018-B0046) was published on March 27, 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. Twenty-four (24) vendors were directly solicited. Forty-four (44) vendors downloaded the bid document. A pre-bid meeting and site visit was held on April 2, 2018 at 1:00 p.m. in the College of DuPage Purchasing Department Conference Room (BIC 1B03A). A public opening of the bids was held on April 12, 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/Facilitator), John McGarry (COD Buyer/Recorder), Philip Gieschen (COD Coordinator, Risk Management/Agent of the Board), Don Inman (COD Senior Project Manager) and representatives from three (3) companies. Nine (9) bids were received. No women/minority owned businesses submitted a bid.

Bids were received from the following companies: Schellerer Group, Inc. dba ER2 Image Group, Custom Sign Consultants, Inc., Xibitz, Inc., 2020 Exhibits, Inc., Western Remac, Inc., Hurricane Graphics, Inc., Ndio, Inc., Group Delphi, and Proto Production, Inc.
Xibitz, Inc. submitted an incomplete bid response and was rejected as non-responsive to the bid submission requirements. Xibitz, Inc. failed to submit the required Bid Deposit in accordance with the bid requirements.

The following is a recap of the bid tabulation:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Total Base Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Schellerer Group, Inc. dba ER2 Image Group</td>
<td>$79,993.48</td>
</tr>
<tr>
<td><strong>Custom Sign Consultants, Inc.</strong></td>
<td><strong>$37,525.00</strong></td>
</tr>
<tr>
<td>2020 Exhibits, Inc.</td>
<td>$91,502.14</td>
</tr>
<tr>
<td>Western Remac, Inc.</td>
<td>$55,000.00</td>
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<tr>
<td>Hurricane Graphics, Inc.</td>
<td>$42,000.00</td>
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<tr>
<td>Ndio, Inc.</td>
<td>$70,261.63</td>
</tr>
<tr>
<td>Group Delphi</td>
<td>$112,036.00</td>
</tr>
<tr>
<td>Proto Production, Inc.</td>
<td>$56,859.00</td>
</tr>
</tbody>
</table>

Recommended award in bold.

A successful scope review meeting has been conducted with the lowest bidder, Custom Sign Consultants, Inc., who has previously successfully completed complex graphic projects at the College.

**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>FY2018 Available Balance</th>
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<tbody>
<tr>
<td>03-90-39007-5804001</td>
<td>$-</td>
<td>$350,200</td>
<td>$87,005</td>
<td>$263,195</td>
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</table>

*Partners Hall: Building Remodeling Exps

**FY2018 Request** $37,525

*YTD Spend equals actuals plus committed as of 04/26/2018.*

This purchase supports Goal #8 Infrastructure of the Strategic Long Range Plan: Maintaining, improving and developing structures, systems, and facilities necessary for the delivery of high quality education and meaningful cultural events.

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

That the Board of Trustees awards the Partnership Hall Graphic Displays to the lowest responsible bidder, Custom Sign Consultants, Inc., 1929 W. Fulton St., Chicago, IL 60612 for the lump sum bid amount of $37,525.00.

Staff Contact: Bruce Schmiedl – Director, Facilities Planning & Development
ITEM(S) ON REQUEST

That the Board of Trustees awards the Partnership Hall Graphic Displays to the lowest responsible bidder, Custom Sign Consultants, Inc., 1929 W. Fulton St., Chicago, IL 60612 for the lump sum bid amount of $37,525.00.

BOARD CHAIR: [Signature]

DATE: 5/10/18

BOARD SECRETARY: [Signature]

DATE: 5/10/18
<table>
<thead>
<tr>
<th>Company Name</th>
<th>Street Address</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
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</thead>
<tbody>
<tr>
<td>2020 Exhibits</td>
<td>10550 S. Sam Houston Parkway West</td>
<td>Houston</td>
<td>TX</td>
<td>77071</td>
</tr>
<tr>
<td>All American Sign</td>
<td>5501 W. 109th St</td>
<td>Oak Lawn</td>
<td>IL</td>
<td>60453</td>
</tr>
<tr>
<td>ASI/Chicago</td>
<td>2630-C West Bradley Place</td>
<td>Chicago</td>
<td>IL</td>
<td>60618</td>
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<tr>
<td>Augeo Marketing</td>
<td>1620 Bond Street</td>
<td>Naperville</td>
<td>IL</td>
<td>60563</td>
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<tr>
<td>Bannerville USA</td>
<td>8164 S. Madison</td>
<td>Burr Ridge</td>
<td>IL</td>
<td>60527</td>
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<tr>
<td>Bidnet</td>
<td>15 British American Blvd</td>
<td>Latham</td>
<td>NY</td>
<td>12110</td>
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<tr>
<td>CDW-G</td>
<td>25 Tri State International</td>
<td>Lincolnshire</td>
<td>IL</td>
<td>60069</td>
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<tr>
<td>Chicago Sign and Light Company</td>
<td>26w535 Saint Charles Road</td>
<td>Carol Stream</td>
<td>IL</td>
<td>60188</td>
</tr>
<tr>
<td>COD</td>
<td>425 Fawell Blvd</td>
<td>Glen Ellyn</td>
<td>IL</td>
<td>60134</td>
</tr>
<tr>
<td>Custom Sign Consultants</td>
<td>1928 W Fulton St</td>
<td>Chicago</td>
<td>IL</td>
<td>60612</td>
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<tr>
<td>DataBid</td>
<td>433 Penn St</td>
<td>Newtown</td>
<td>PA</td>
<td>18940</td>
</tr>
<tr>
<td>ER2 Image Group</td>
<td>110 Ridge Avenue</td>
<td>Bloomingdale</td>
<td>IL</td>
<td>60108</td>
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<tr>
<td>FenceScreen, Inc.</td>
<td>22961 Arroyo Vista</td>
<td>Rancho Santa Margarita</td>
<td>CA</td>
<td>92688</td>
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<tr>
<td>Group Delphi</td>
<td>12915 Stonebridge Road</td>
<td>Roanoke</td>
<td>IN</td>
<td>46783</td>
</tr>
<tr>
<td>HealyKohler Design</td>
<td>5207 Georgia Ave. NW</td>
<td>Washington</td>
<td>DC</td>
<td>20011</td>
</tr>
<tr>
<td>Hurricane Graphics Inc.</td>
<td>PO Box 196</td>
<td>Winfield</td>
<td>IL</td>
<td>60190</td>
</tr>
<tr>
<td>Innovative A/V Systems, LLC</td>
<td>225 James St, Suite 9</td>
<td>Benseville</td>
<td>IL</td>
<td>60106</td>
</tr>
<tr>
<td>Latitude</td>
<td>718 Washington Ave., 4th Fl</td>
<td>Minneapolis</td>
<td>MN</td>
<td>55401</td>
</tr>
<tr>
<td>Light Source</td>
<td>841 Hillen St</td>
<td>Baltimore</td>
<td>MD</td>
<td>21202</td>
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<tr>
<td>Museum Fabrication Group</td>
<td>114 W. Dickson Ln</td>
<td>Little Elm</td>
<td>TX</td>
<td>75068</td>
</tr>
<tr>
<td>Ndio inc</td>
<td>310 s. Michigan Ave suite 1808</td>
<td>Chicago</td>
<td>IL</td>
<td>60604</td>
</tr>
<tr>
<td>Onvia</td>
<td>509 Olive Way, Seattle</td>
<td>Seattle</td>
<td>WA</td>
<td>98101</td>
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<tr>
<td>Parvin-Clauss</td>
<td>165 tubeway dr</td>
<td>Carol Stream</td>
<td>IL</td>
<td>60188</td>
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<tr>
<td>Perkins+Will</td>
<td>410 N. Michigan Avenue, Suite 1600</td>
<td>Chicago</td>
<td>IL</td>
<td>60611</td>
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<tr>
<td>Prime Vendor</td>
<td>4622 Cedar Ave</td>
<td>Wilmington</td>
<td>NC</td>
<td>28403</td>
</tr>
<tr>
<td>Proto Productions, Inc.</td>
<td>840 Fiene Drive</td>
<td>Addison</td>
<td>IL</td>
<td>60101</td>
</tr>
<tr>
<td>Quantum Sign Corp</td>
<td>693 Heartland Dr</td>
<td>Sugar Grove.</td>
<td>IL</td>
<td>60554</td>
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<tr>
<td>SevenOutsource</td>
<td>113 Barksdale Professional Center</td>
<td>Newark</td>
<td>DE</td>
<td>19711-3258</td>
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<tr>
<td>Space Haus, LLC</td>
<td>1100 W Cermak</td>
<td>Chicago</td>
<td>IL</td>
<td>60608</td>
</tr>
<tr>
<td>Taylor Studios</td>
<td>1320 Harmon Drive</td>
<td>Rantoul</td>
<td>IL</td>
<td>61866</td>
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<tr>
<td>The Sign Authority</td>
<td>901 A West Liberty Drive</td>
<td>Wheaton</td>
<td>IL</td>
<td>60187</td>
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<tr>
<td>The Sign Centre Chicago</td>
<td>2422 Pan Am BLVD</td>
<td>Elk Grove</td>
<td>IL</td>
<td>60007</td>
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<tr>
<td>THE SIGN CENTRE CHICAGO</td>
<td>2422 PAN AM BLVD</td>
<td>ELK GROVE</td>
<td>IL</td>
<td>60007</td>
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<tr>
<td>THWilson Bonds</td>
<td>4586 E. Copper Ave Suite 3342</td>
<td>Clovis</td>
<td>CA</td>
<td>93619</td>
</tr>
<tr>
<td>Xibitz, Inc.</td>
<td>5809 Cross Roads Parkway SW</td>
<td>Grand Rapids</td>
<td>MI</td>
<td>49519</td>
</tr>
</tbody>
</table>
Current SRC Corridor

Partner Hall Project – Fall 2018
ADDENDUM # 1
April 6, 2018

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

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

For which Bids are scheduled to be received on April 12, 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 Manager, Berg Instructional Center (BIC) Building, Room 1B03, 425 Fawell Blvd., Glen Ellyn, IL 60137.

The signed Addendum acknowledgment MUST 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 1. General questions and responses:

Q1. For these panels, description below, Qty (60) East Wall:
9 5/8” x 9 5/8” x 1/2” thick maple MDF a-1 natural finished front face to match States Industries 1/4” Maple ApplePly with horizontal grain, veneer edge-banding, and anti-graffiti overcoat with satin sheen. Apply backer laminate to balance back side of panel. Edges to receive (6) painted finishes (prep edges as needed for paint). Edge colors (one color per panel): Matthews Paints low VOC paint MP00483, MP00511, MP09250, MP00440, MP04518, & custom match to Pantone PMS 3135C.

Is it necessary to edge band, taking into consideration that the edges will be painted? Or is this a redundancy in the specifications?
A1. Exposed edges of veneer panel NOT receiving paint shall receive veneer edge-banding. Painted edges do not require edge-banding as long as surface is properly prepared as necessary for smooth surface/painted finish.

Q2. What is the schedule for fabrication and installation of the walls?
A2. Bidder should anticipate that the contract will be fully executed prior to May 24, 2018. Submittals and Fabrication follow directly after. Installation, per the contract sample, is to complete prior to August 22, 2018.

Q3. We appreciate the install will take place at an active corridor. Please confirm preferred hours of installation.
A3. A standard installation shift is anticipated during normal business hours 7:00 a.m. to 6:00 p.m.. However, the successful bidder upon notification to the COD Project Manager can install at any point and for multiple shifts during the day, holidays, weekends, or nights. Any shift premiums are included in the lump sum amount. The successful bidder will always leave a pathway for pedestrians, allowing them to move from the north side of campus to the south side of campus. This is accomplished by creating a safe pathway thru the project corridor, or by setting up stanchions and signage directing pedestrians to an alternate, interior, route.

Q4. This project requires a bid deposit in the amount of 10% of the total base bid.
A4. Yes

Q5. Will there be cabinets behind the monitors? What is behind the walls? Will there be access?
A5. Recessed monitor cabinets are specified in the General Contractor Bid package (which can be downloaded from the COD purchasing website BID 2018-B0047). These cabinets, allow power & data feeds/connections. Monitor mounts will be on the wall surface. Installation of both cabinets & mounts are NOT in the Graphic Displays scope of work, other than the specified layout coordination with GC of monitor center point] An electric room, a storage room, an office or classroom are on the other sides of the corridor walls. Access can be permitted to those areas, although it is not anticipated as necessary for the work described in this bid package.

Q6. Will there be an opportunity for a site visit, to take/verify the field measurements?
A6. A pre-bid meeting and site visit was held on April 2, 2018. The College is open during normal business hours from 7:00 a.m. to 6:00 p.m. You are welcome to visit the location during those hours. The site location is located in the corridor in the Student Resource Center (SRC) near the College of DuPage Police Information Desk.

Q7. Is there a specification for anti-graffiti overcoat, matte finish?
A7. No. Vendors should submit an appropriate product based on the material it is being applied to.
Q8. Based on the quantity of samples denoted/assumed, can we change the size of the sample request for colors to 3-1/2” x 6”?
A8. Yes

Q9. Please confirm what the required DPI will be of the “provided” art by Perkins + Will.
A9. The designer will provide all artwork and imagery at full scale and resolution. DPI is dependent on original imagery.

Q10. Please provide as-build drawings or sections of the wall area where the exhibit will be displayed.
A10. For Bid purposes, bidder should anticipate the east wall as two layers of 5/8” gypsum board backed by backed by metal studs, with on sheet on the back side. The west wall should be anticipated as one layer of 5/8” gyp board on metal studs, both sides. Drawing representative of the as-built conditions are obtainable by downloading the General Contractor Bid Package, 2018 B0047. See response to Q5.

Q11. Please confirm the “finish spec” of ALL edges concerning the MDF laminated panel tiles.
A11. Exposed edges of veneer panel NOT receiving paint shall receive veneer edge-banding. Painted edges do not require edge-banding as long as surface is properly prepared as necessary for smooth surface/painted finish

Q12. Confirm the timeline for the performance of the attic stock. Confirm that the attic stock will be turned over at the end of the project deadline in August or if the vendor is required to store the attic stock until a date to be determined (as noted “future”). Client should be advised that the attic stock will be produced (laminate and edge color) without copy so as to match the rest of the exhibit.
A12. All attic stock to be provided to COD at end of the project installation with the exception of the East wall Partner panels with names/logos, which are to be fabricated by the vendor in the future at the time of COD request

Q13. Please confirm Board Approval date.
A13. The targeted Board Approval date is May 17, 2018

Q14. Please provide a contact for visits subsequent to today’s pre-bid meeting.
A14. See Response to Q6. You are welcome to visit the site location on your own accord. Questions related to bid specification must be emailed to purchasing@cod.edu.
Q15. The contract documents request alternate pricing between aluminum and stainless steel hardware. Are bidders to provide this on the current form or to provide an additionally attached proposal for this hardware pricing.

A15. Bidders are advised that the alternate language on the drawings is not intentional. There are no alternates to be considered at time of award. Bidders shall include the brushed aluminum in their lump sum bid.

Q16. The contract section (shown below) restricts visit to Public COD sites without authorization. Who do we make an appointment with to visit the public campus to review the intended site of installation and familiarize ourselves as prescribed within the specifications?

a. “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.”

A16. See Response to Q6. You are welcome to visit the site location on your own accord. Questions related to bid specification must be emailed to purchasing@cod.edu.

Q17. The contract specs indicate that;

a. “Vendor shall submit (2) samples each of all hardware, and 12” X 12” minimum size samples of all finishes/colors & films/vinyls simultaneously to Perkins+Will and College of DuPage contacts. Vendor shall submit samples that are two shades darker and two shades lighter for each color. Sampling shall be provided as necessary until approval.”

Is this for ALL colors, including vinyl, Matthews paint and PMS? Additionally in the same paragraph it states simultaneously to P & W and COD, does that mean (2) each to each party for a total of (4) or (2) total and (1) to each party?

b. MOCK UP SAMPLES Provide (1) full size mock up sample of 1” thick maple MDF a-1 natural finished face wood veneer panel, including anti-graffiti overcoat and non-visible standoff blocking/z-clip mounting. Provide (2) 6” x 6” samples of 1” thick maple MDF a-1 panel edge for each color finish.

Is this after final color selection?

A17. a. Yes, this is a requirement for all vinyls, paints, & finishes specified on the project. Unless noted as a custom paint match, PMS colors are for reference and shall be sampled via test prints of imagery. (2) total samples shall to be provided to the designer, (0) total samples are to be provided to the College of DuPage
b. Mock-ups and color samples are to be provided simultaneously as part of the approval process. Color samples may be done on material but not as full mock-ups; see response to Q8.

Q18. In review of the contract terms included for bid under 1.2 Payment Terms and Exhibit C, Page 4; is this information accurate concerning the statutory provision of the “Local Prompt Payment” Act shown below?

(50 ILCS 505/3) (from Ch. 85, par. 5603)
Sec. 3.v The appropriate local governmental official or agency receiving goods or services must approve or disapprove a bill from a vendor or contractor for goods or services furnished the local governmental agency within 30 days after the receipt of such bill or within 30 days after the date on which the goods or services were received, whichever is later. If one or more items on a construction related bill or invoice are disapproved, but not the entire bill or invoice, then the portion that is not disapproved shall be paid. When safety or quality assurance testing of goods by the local governmental agency is necessary before the approval or disapproval of a bill and such testing cannot be completed within 30 days after receipt of the goods, approval or disapproval of the bill must be made immediately upon completion of the testing or within 60 days after receipt of the goods, whichever occurs first. Written notice shall be mailed to the vendor or contractor immediately if a bill is disapproved. (Source: P.A. 94-972, eff. 7-1-07.)

(50 ILCS 505/4) (from Ch. 85, par. 5604)
Sec. 4. Any bill approved for payment pursuant to Section 3 shall be paid within 30 days after the date of approval. If payment is not made within such 30 day period, an interest penalty of 1% of any amount approved and unpaid shall be added for each month or fraction thereof after the expiration of such 30 day period, until final payment is made. (Source: P.A. 84-731.)

A18. Yes, the information provided in Section 1.12, Payment Terms, is correct.

Q19. We are not a prevailing wage company; the specs for this project call for Prevailing Wage docs to be maintained. In our previous COD projects, we were told that wasn’t necessary. Would we be allowed to move forward with this project if our bid is accepted?

A19. The work prescribed under this project requires a wage of no less than the general prevailing hourly rate be paid to those engaged in this work. It is recommend that Prospective Bidders review the Prevailing Wage requirements and rates on the IL Dept. of Labor website.
This signed Addendum is required to be returned with your Bid no later than the due date set forth for this Invitation to Bid. If you have already submitted your Bid, please submit this signed form via email to purchasing@cod.edu.

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

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

**ACKNOWLEDGMENT**

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

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

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

**ACKNOWLEDGEMENT**:

I HAVE RECEIVED THIS ADDENDUM #_______

<table>
<thead>
<tr>
<th>Company Name:</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
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<tr>
<th>Authorized Signature:</th>
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COMMUNITY COLLEGE DISTRICT NO. 502

BID NUMBER: 2018-B0046
Partner Hall Graphic Displays

BIDS DUE:  Thursday, April 12, 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

Issue Date:  March 27, 2018

ISSUED BY THE COLLEGE OF DUPAGE PURCHASING DEPARTMENT
INVITATION TO BID

Sealed bids for Partner Hall Graphic Displays 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, Thursday, April 12, 2018, at which time they will be publicly opened. In the event of College closure due to inclement weather, bid deadline will be extended to the next business day at the same time.

A pre-bid meeting has been scheduled for Monday, April 2, 2018 at 1:00 p.m. in the Purchasing Office, BIC 1B03 at 425 Fawell Blvd., Glen Ellyn, IL. 60137. A site visit will immediately follow. The pre-bid conference is not mandatory, but highly recommended.

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

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/requests/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.
LEGAL NOTICE

BID NOTICE

No. 2018-B0046

The College of DuPage is accepting sealed bids for Partner Hall Graphic Displays. 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, Thursday, April 12, 2018, at which time they will publicly opened.

A Bid Security in the form of a bid bond, cashier’s check or certified check in the amount of 10% of the total base bid is required for this project.

A pre-bid conference and site visit is scheduled for Monday, April 2, 2018 at 1:00 p.m. in the Purchasing Office, BIC 1B03 at 425 Fawell Blvd, Glen Ellyn Il 60137. A site visit will immediately follow. The pre-bid conference is not mandatory, but highly recommended.

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

The 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.
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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 – 3/27/18
   • Pre-Bid Meeting – 4/2/18
   • Questions Due – 4/3/18
   • Bids Due – 4/12/18 at 11:00 a.m.
   • Target Board Approval Date – 5/17/18
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 TERMS**

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

1.13 **PAYMENT REMITTANCE**

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

1.14 **CASH BILLING DISCOUNTS**

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

1.15 **LOCAL BUSINESS PREFERENCE**

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

1.16 **EQUAL EMPLOYMENT OPPORTUNITY**

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

1.17 **TAX EXEMPTION**

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

1.18 **HOLD HARMLESS CLAUSE**

The Respondent agrees to indemnify, hold harmless and defend College of DuPage, its agents, servants, and employees, and each of them against, and hold it and them harmless from, any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney’s fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract.
1.19 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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<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>MINIMUM INSURANCE COVERAGE</th>
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<tbody>
<tr>
<td><strong>Commercial General Liability</strong> including:</td>
<td>Combined Single Limit Per Occurrence/Aggregate</td>
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<tr>
<td>1. Premises – Operations $1,000,000 / $2,000,000</td>
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<tr>
<td>2. Explosion, Underground and Collapse Hazard</td>
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<td>3. Products/Completed Operations</td>
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<td>4. Contractual Insurance</td>
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<td>5. Broad Form Property Damage</td>
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<tr>
<td>6. Independent Contractors</td>
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<tr>
<td>7. Bodily Injury</td>
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<tr>
<td><strong>Automobile Liability</strong></td>
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<tr>
<td>Owned, Non-owned, or Rented $1,000,000 / $2,000,000</td>
<td></td>
</tr>
<tr>
<td><strong>Workers’ Compensation and Employers’ Liability</strong></td>
<td>As Required by Applicable Laws</td>
</tr>
<tr>
<td><strong>Professional Liability</strong></td>
<td>If Performance Specifications are Required by the Contract</td>
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</tbody>
</table>

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. 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 April 3, 2018 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 PRE-BID MEETING

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

2.5 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 Thursday, April 12, 2018. Failure by a delivery service company or person to meet the deadline will not excuse the Bidder from the deadline requirement. It is solely the Bidder’s responsibility to ensure that adequate time is allowed for timely, accurate delivery and that the Bid is received as required.

All Bidders shall submit:

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

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

2.6 EXCEPTIONS

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

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

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

Initial understanding of this requirement: _____________________

2.7 ERROR IN BID

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

2.8 WITHDRAWAL OF BIDS

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

2.9 NOTICES

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

2.10 BID DEPOSIT

When required in the legal advertisement, the Bid shall be accompanied by cashier's check, certified check
or surety bond in the amount shown in the legal advertisement or as may be prescribed in these Bid
Documents. A certified or cashier's check shall be drawn on a responsible bank doing business in the
United States and shall be made payable to the order of the College of DuPage. The Surety issuing the
bond must have a general rating of "A", and shall be a Class 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 requires a bid deposit in the amount of 10% of the total base bid.

2.11 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 BID SPECIFICATIONS

3.1 SCOPE OF WORK – PARTNER HALL GRAPHIC DISPLAYS

The Contractor must furnish and install all work as indicated in Exhibit A, Scope of Work Specifications, and as noted below.

This project is intended to be awarded in the Spring of 2018, with contracts, submittals and coordination to begin immediately following.

The awarded Contractor will execute and comply with terms and conditions of sample contract attached to this bid package.

Prior to final payment, contractor will provide all certified payrolls and completed prevailing wage forms (attached to this bid package) for all companies performing work on the campus under this agreement.

The awarded Contractor will coordinate timing of necessary submittals and coordination of work in the field so as not to delay the work of the General Contractor (providing drywall and electric/data) for this project.

END OF SECTION
4.0 BID FORM

2018-B0046 Partner Hall Graphic Displays

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 construction and completion of the project where bid below.

<table>
<thead>
<tr>
<th>Partner Hall Graphic Displays</th>
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</thead>
<tbody>
<tr>
<td><strong>Base Bid</strong></td>
</tr>
<tr>
<td>$</td>
</tr>
</tbody>
</table>

Comments:

Submitted by: __________________________________________(printed)

Submitted by: __________________________________________(signed)

END OF SECTION
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](http://www.sell2.illinois.gov/cms/business), as well as the directories of other certifying agencies, but firms must be certified with CMS as BEP certified vendors at the time of bid or offer.

4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the College deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subcontractor or supplier.

5. **Calculating BEP Certified Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all BEP certified vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by BEP certified vendors, by subcontractors or suppliers to such vendors, is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:

   5.1 The value of the work actually performed or goods/equipment provided by the BEP certified vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the BEP certified vendor, including supplies purchased or equipment leased by the BEP certified vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.

   5.2 A vendor shall count the portion of the total dollar value of the BEP contract equal to the distinct, clearly defined portion of the work of the contract that the BEP certified vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other BEP certified vendor. Work performed by the non-BEP certified party shall not be counted toward the goal. **Work that a BEP certified vendor subcontracts to a non-BEP certified vendor will not count towards the goal.**

   5.3 A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a BEP certified vendor manufacturer, BEP certified regular dealer, or BEP certified supplier. A Vendor shall count toward the goal the following expenditures to BEP certified vendors that are not manufacturers, regular dealers, or suppliers:

   5.3.1 The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by College to be reasonable and not excessive as compared with fees customarily allowed for similar services.
5.3.2 The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the College to be reasonable and not excessive as compared with fees customarily allowed for similar services. The BEP certified vendor’s trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.

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

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

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

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

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

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

6. Good Faith Effort Procedures: Vendor must submit Utilization Plans, subcontract documents, and/or Letters of Intent that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must document and explain within the Utilization Plan the good faith efforts it undertook to meet the goal. Utilization Plans are due at the time of and must be enclosed and sealed with the bid
or offer submission. Copies of subcontract documents and/or Letters of Intent shall be due upon request.

7. **Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor’s compliance with the contractual obligations established by the Utilization Plan. **After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract.** If Vendor did not succeed in obtaining BEP certified vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of BEP certified vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.

7.1. The Utilization Plan may not be amended after contract execution without the College’s prior written approval.

7.2. **Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the College.** Unauthorized changes or substitutions, including performing the work designated for a BEP certified vendor with Vendor’s own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions.

7.3. If it becomes necessary to substitute a BEP certified vendor or otherwise change the Utilization Plan, Vendor must notify the College in writing of the request to substitute a BEP certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The College shall notify the Council or its delegate of the request to substitute a BEP certified vendor or change the Utilization Plan. The College reserves the right to approve or deny a request for substitution or other change in the Utilization Plan.

7.4. Where Vendor has established the basis for the substitution to the College’s satisfaction, it must make good faith efforts to meet the contract goal by substituting a BEP certified vendor. Documentation of a replacement BEP certified vendor, or of good faith efforts to replace the BEP certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non-BEP certified vendor or Vendor may perform the work.

7.5. If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the College to modify the Utilization Plan and must make good faith efforts to ensure that BEP certified vendors have a fair opportunity to submit a bid or offer on the new scope of work.

7.6. A new BEP certified vendor agreement must be executed and submitted to the College within five business days of Vendor’s receipt of the College’s approval for the substitution or other change.

7.7. Vendor shall maintain a record of all relevant data with respect to the utilization of BEP certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three years after the completion of the contract. Full access to these records shall be granted by Vendor upon 48 hours written demand by the College to any duly authorized representative thereof, or to any
municipal, state or federal authorities. The College shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the BEP certified vendor and final payment to the BEP certified vendor by Vendor, but not later than 30 calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the BEP certified vendor under the contract.

7.8. The College will periodically review Vendor’s compliance with these provisions and the terms of its contract. Without limitation, Vendor’s failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the BEP certified vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the College to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.

7.9. The College reserves the right to withhold payment to Vendor to enforce these provisions and Vendor’s contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.
Utilization Plan

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

______________________________ (Vendor) submits the following Utilization Plan as part of our bid or offer in accordance with the requirements of the BEP Program Status and Participation section of the solicitation for Partner Hall Graphic Displays, Bid Number 2018-B0046. 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](http://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 ________


Yes______ No ________

H. Our company certifies that it is eligible for bidding on public contracts and is not in violation of either paragraph 33E-3 or 33-E-4 of Public Act 86-150, 720ICLS 5 with regards to bid rigging/bid rotating.

Yes______ No ________

I. When required by law, the bidder and all bidder’s subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor’s Bureau of Apprenticeship and Training as required by Illinois Public Act 093-0642.

ADVICE

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

Name of Certifying Entity: _____________________________________________________________

Certification #: _____________________________ Expiration Date: __________________________

B. STATE NEGOTIATED COOPERATIVE AGREEMENT: YES______ NO_____ Contract No. ___________
7.0 SIGNATURE PAGE **Required**

**BID NUMBER: 2018-B0046 - Partner Hall Graphic Displays**

**IMPORTANT:** All bidders are required to complete and sign this form. Completed form must be returned with bid to the Purchasing Department 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 ____________________, 2018.  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.

Owners/Principal(s)

Company Name: ____________________________ Name(s)/Title(s): ____________________________
Vendor Address: ____________________________ City, State, Zip: ____________________________
Phone Number: ____________________________ Fax Number: ____________________________
Email Address: ____________________________

Signature
Bidder/Company Official: ____________________________ Date: _________________________
Project Location
The College of DuPage
425 Fawell Boulevard
Student Resource Center (SRC) & Student Services Center (SSC) intersecting 2nd Floor Corridor
Glen Ellyn, Illinois 60137-6599

Project Background
The Graphic Panel System described in this Request for Bid will be installed on both sides of the 2nd Floor Corridor that joins the College of DuPage’s (COD) Student Resource Center (SRC) & Student Services Center (SSC).

This system includes a variety of material types and application methods described as part of this work. The Exhibit Vendor shall coordinate this work as necessary with the designated representatives of the COD, Perkins+Will and general construction trades (contracted separately by COD).

Project Scope
The Exhibit Vendor in consultation with, and based on documentation provided by Perkins+Will shall create fabrication/installation details as required, specifications, fabrication, assembly, and installation of the Graphic Panel System, per the design intent as outlined in the project documentation.

Specifically, the selected Exhibit Vendor will be required to:

- Meet with COD and Perkins+Will to discuss project parameters, goals, requirements, and schedule at project outset.
- Field dimension/field conditions verification of all areas where the Graphic Panel System is to be installed, prior to proceeding with fabrication.
- Conduct initial pre-installation meeting and weekly on-site project progress meetings thereafter with COD/Perkins+Will until installation and punchlist work has been completed.
- Provide fabrication and/or installation detail/shop drawing documentation & hardware/connector samples to Perkins+Will for review and approval (in context to conformance to design intent).
- Provide samples for all elements, materials & colors, as well as mock ups as denoted for review & approval by COD/Perkins+Will. Vendor shall anticipate a minimum of (2) samples being required for each submittal with the project schedule, and a minimum of (2) rounds of samples where color matching and custom finishes are required.
- Produce, fabricate, and install all Graphic Panel System elements based on Perkins+Will’s project documentation. Perkins+Will shall provide electronic production files of the graphics as noted for Exhibit Vendor’s use. All final adjustments to those files for fit and finish within the designated locations is solely the responsibility of the Exhibit Vendor.
- Review completed installation and punchlist on site with COD/Perkins+Will for final approval.
- Provide record As-Build documentation, maintenance/cleaning information & (2) year warranty.

Examination of Project Documents & Site
Each Bidder by making his Bid Proposal represents that:
- They have read & understand the Bid Document, and the Bid is made in accordance therewith.
- They have visited the site and familiarized themselves with the site conditions under which the Work is to be performed.
- Their Bid is based upon the materials, systems, and equipment described in the Bid Document.

Substitutions
The materials, systems & equipment described in the project documents establish a standard of required function, dimension, appearance and quality to be met by any proposed substitution.

No substitution will be considered unless a written request for consideration has been submitted by the Bidder as a Request for Information and publicly approved by COD prior to the Bid Period close.

Each request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including drawings, cuts, performance and test data, and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or work that incorporation of the substitute would require shall be included. The burden of proof of the merit of the proposed substitute is upon the Bidder. COD’s decision of approval or disapproval of a proposed substitution shall be final.

Any Substitution RFI will be responded to by the COD via a Request for Bid Addendum, distributed to all Bidders that have registered and received the Request for Bid package.

Exclusions
Any Bidder/Bid that includes exclusions will not be considered for on this project.

Relevant Experience & Client References
As part of the Bid process deliverables, Vendor shall submit (3) minimum examples of successful projects of similar size, complexity, and materials. Required information for each project includes:
- Client reference name & contact phone/email
- Project location, size, year completed, cost & description of services rendered
- Photographic, drawing and/or video imagery to convey the quality project work

Additional Information & Requirements
See COD Request for Bid Instructions document for all additional information and requirements.
1. Vendor shall verify all field conditions to confirm locations of all life safety strobes, power/data outlets, switches, grilles, vents, trims. If conflicts are discovered, they shall be communicated to the Perkins+Will & COD Project Contacts for review/direction as impacting installation.

2. Where conflicts exist within or between parts of the contract documents, or between the contract documents and applicable standards, codes and ordinances, the more stringent, or higher quality, or greater quality requirements shall apply.

3. Do not scale the drawings. Vendor shall report all discrepancies or dimension issues to the Architect prior to producing shop drawings or beginning any work.

4. Vendor shall be responsible for the protection of their work on site including existing finishes, equipment, furniture, etc. over the duration of the project. The repair/replacement of any damaged work product shall be the sole responsibility of the Vendor.

5. The Contractor shall be responsible for the protection of the public from the work area throughout the duration of the project.

6. Work & deliveries to the project site may occur Monday thru Friday, 7:00 AM to 7:00 PM. Obtain COD approval for work or associated activities outside of those parameters. Coordinate with COD for any materials or equipment storage outside of the project work area.

7. The Vendor shall be responsible for establishing & marking the layout of the Graphic Panel System, including the centerpoint of all flat screen monitor positions within that system for Construction Contractor use/reference in connection with all in-wall blocking, recessed in-wall cabinet & power/data installations. (Separately contracted by COD) Coordinate with Construction Contractor for information, timing, etc. as needed.

8. Purchase or installation of flat screen monitors, mounts, cabling, recessed in-wall cabinet, etc. are NOT in contract.

9. All copy, photographs & other artwork shown in this document are in the process of final selection and development, but are representative of the style and quantities needed. It is anticipated that the final electronic files issued should not impact production processes or pricing.

**PRICING ALTERNATE**

All panel hardware is denoted as having a clear anodized aluminum finish (MBS or approved equal). Please provide an optional alternate cost for COD consideration for ALL panel hardware to be in a stainless steel finish.
**SCOPE LOCATION PLAN**

**West Wall**

Individual graphic panels (showcasing COD student photos, alumni stories and fun facts) and blank wood veneer panels with colored edges mounted to wall at varied depths with stand-off hardware.

Flat screen monitors (by others) interspersed within the display.

**East Wall**

Individual solid wood & wood veneer panels (some with graphics/text, some blank) along with a graphic text panel mounted to wall at varied depths with stand-off hardware.

Flat screen monitors (by others) will be interspersed within the display.
NOTE:
Site images are provided for general reference. Vendor is responsible for visiting the site and confirming/accounting for field conditions in their bid submittal.
1. Perkins+Will & COD are committed to sustainable practices. Where possible please advise and provide the most environmentally sound materials selections and fabrication/installation methods including: replacing PVC with viable alternatives; factoring materials with high levels of pre and post consumer recycled content, chemicals and finishing methods with the least toxic off-gassing properties; considering local material sources which reduce the need for shipping long distances; and overall efficient use of materials thereby diverting unnecessary waste from landfills.

2. All Graphic Panel System elements utilizing wood (solid & veneer) or similar products shall be prepared, primed/balanced and fastened per current American Woodwork Institute standards and material manufacturers’ specifications.

3. All paint finishes shall be industrial grade, low VOC, Matthews paint or equal, two coats, spray applied. Prep & prime all substrates per paint manufacturer’s specifications.

4. All direct printing shall be finished with matte clear anti-graffiti coating, unless noted otherwise.

5. Perkins+Will shall provide electronic design intent artwork files (Adobe Illustrator format) for the Graphic Panel System as follows:
   - West Wall: Individual production file layout for each photo image & text panel
   - East Wall: Individual production file layout for Partnership Hall Introduction panel
   - East Wall: Name/logo template file for the Exhibit Vendor’s use in completing the production layouts for each individual Academic & Corporate Partner panel.

6. Vendor shall prepare & submit graphic production proof layouts for conformance to design intent review/approval and corrections/adjustments as necessary prior to fabrication. Vendor shall also allow for in their bid pricing and project schedule (1) round of imagery or text content finalization during this project.

7. Vendor shall submit (2) samples each of all hardware, and 12” X 12” minimum size samples of all finishes/colors & films/vinyls simultaneously to Perkins+Will and College of DuPage contacts.

Vendor shall submit samples that are two shades darker and two shades lighter for each color. Sampling shall be provided as necessary until approval.

8. Mock up samples shall be submitted by Vendor for conformance to design intent review/approval and corrections/adjustments as necessary prior to fabrication.

9. Vendor shall submit shop drawings, specifications, hardware/connector, finish/film samples and graphic production proof layouts shall be submitted to the Perkins+Will Project Contact noted below for review & approval prior to production.

   Mr. J.D. McKibben  
   AIA, LEED AP 
   Associate Principal 
   Perkins+Will 
   The Wrigley Building - 410 N. Michigan Avenue, Suite 1600  
   Chicago, IL 60611  
   312.755.4776 Direct 
   JD.McKibben@perkinswill.com

10. All shop drawings, specifications, hardware/connector, finish information and graphic production proof layouts shall be simultaneously submitted as a PDF file to the COD Project Contact:

   Mr. Don Inman  
   Senior Project Manager  
   The College of DuPage  
   425 Fawell Boulevard  
   CMC Building (Facilities Planning & Development)  
   Glen Ellyn, Illinois  60137-6599  
   630.942.4046 Direct  
   inman86@cod.edu

### ART FILES

#### IMAGES
- High resolution images provided by Perkins+Will

#### VECTOR ART
- Vector art will be provided in Illustrator format
- Art files provided by Perkins+Will shall be at 100% unless otherwise noted.
- Vendor shall not scale art file without P+W approval.

#### ACADEMIC/CORPORATE PARTNERS LOGOS
- JPGs and/or vector art provided by COD, via P+W
W - WEST WALL
DESIGN INTENT VIEW
(LOOKING SOUTH)

RENDERING FOR REFERENCE ONLY, NOT FOR FABRICATION/INSTALLATION
Existing directional sign. Removal & reinstallation by others.

Center graphic panel system on width of Center wall section. Start point for South panel grouping to be based on match of Center wall section “EQ” dimension. Hold 30" from corner for COD directional sign reinstallation.

Align top edge of panels with bottom of drywall header (approximately 7’-11” AFF)

New graphic panel system. (TYP)

New flat screen monitor, mount & in-wall cabinet by others. (TYP)

Existing security desk.
W - WEST WALL

GRAPHIC PANEL SYSTEM - WEST WALL

23 3/8" x 47" x 6MM thick bright white Sintra panels with photo image direct printed in UV inks and including an anti-graffiti overcoat, matte finish. Mount to wall with 1/4" vertical and 1 1/4" horizontal spacing between panels using (6) 1/2" diameter x 1 1/2" high adjustable edge-grip standoffs in clear anodized aluminum finish (MBS EG050-150A or approved equal). Inset (4) standoffs 1" off corners to centerline & (2) at panel center, all along top and bottom edges of panel.

PANEL QUANTITY: (13) Double Width Panels

23 3/8" x 23 3/8" x 6MM thick bright white Sintra panels with photo image direct printed in UV inks and including an anti-graffiti overcoat, matte finish. Mount to wall with 1/4" vertical and 1 1/4" horizontal spacing between panels using (4) 1/2" diameter x 1 1/2" high adjustable edge-grip standoffs in clear anodized aluminum finish (MBS EG050-150A or approved equal). inset standoffs 1" off corners to centerline along top and bottom edges of panel.

PANEL QUANTITY: (24) Single Width Panels

25 1/4" x 47" x 6MM thick bright white Sintra panels with photo image/color block/text direct printed in UV inks with anti-graffiti overcoat, matte finish. Mount to wall with vertical edges in alignment with top/bottom row of panels, using (6) 1/2" diameter x 2" high adjustable edge-grip standoffs in clear anodized aluminum finish (MBS EG050-200A or approved equal). Inset (4) standoffs 1" off corners to centerline along top and bottom edges of panel.

PANEL QUANTITY: (6) Double Width Panels (South & Center wall sections)

25 1/4" H x 23 3/8" W x 6MM thick bright white Sintra panels with photo image/color block/text direct printed in UV inks and anti-graffiti overcoat, matte finish. Mount to wall with vertical edges in alignment with top/bottom row of panels, using (4) 1/2" diameter x 2" high adjustable edge-grip standoffs in clear anodized aluminum finish (MBS EG050-200A or approved equal). inset standoffs 1" off corners to centerline along top and bottom edges of panel.

PANEL QUANTITY: (9) Single Width Panels (North wall section)

23 3/8" x 23 3/8" x 1" thick maple MDF a-1 natural finished front face to match States Industries 1/4" Maple ApplePly with horizontal grain and anti-graffiti overcoat with satin sheen. Apply backer laminate to balance back side of panel. Edges to receive (6) painted finishes (prep edges as needed for paint). Edge colors (one color per panel): Matthews Paints low VOC paint MP00483, MP00511, MP09250, MP00440, MP04518, & custom match to Pantone PMS 3135C. Permanently mount to wall using 1 1/2" thick square frame blocking (painted white to match wall finish) with z-clip fasteners. Inset blocking/z-clips 3 1/4" in from corners in both directions.

PANEL QUANTITY: (33) Panels (5 of 33 to be provided to COD as replacement “attic stock”)

NOTE: Panels shall be laid out in a consistently spaced grid, with 1/4" spaces at vertical panel joints and 1 1/4" spaces at horizontal panel joints.

MOCK UP SAMPLES

Provide (1) full size mock up sample of 1" thick maple MDF a-1 natural finished face wood veneer panel, including anti-graffiti overcoat and non-visible standoff blocking/z-clip mounting. Provide (2) 6" x 6" samples of 1" thick maple MDF a-1 panel edge for each color finish.

Provide (2) 12" x 12" mock up samples of Sintra photo image/color block/text direct print panel, including anti-graffiti overcoat and standoff hardware mounting.
W - WEST WALL
ELEVATION W-NORTH

ELEVATION DETAIL
1/4" = 1'-0"
E - EAST WALL
DESIGN INTENT VIEW
(LOOKING NORTH)

RENDERING FOR REFERENCE ONLY, NOT FOR FABRICATION/INSTALLATION
Center graphic panel system on width of Center wall section. Start point for North & South panel groupings to be based on match of Center wall section “EQ” dimension.

Align top edge of panels with height of door (approximately 7’-0” AFF)

New flat screen monitor, mount & in-wall cabinet by others. (TYP)

Existing display case. (NIC)

Existing room sign. Removal & reinstallation by others.

New Partnership Hall introduction text panel.

New graphic panel system. (TYP)
GRAPHIC PANEL SYSTEM - EAST WALL

9 5/8" x 9 5/8" x 1/4" thick maple MDF a-1 natural finished front face to match States Industries 1/4" Maple ApplePly with horizontal grain, veneer edge-band, and anti-graffiti overcoat with satin sheen. Apply backer laminate to balance back side of panel. Some panels are blank & some to receive text and logos. (See below for quantities.) Text and logos to be direct printed to face of panel before anti-graffiti coating is applied. Text & logo color: PMS 439C. Mount to wall with 1/4" space between panels using (4) tamper proof 1/2" diameter x 1" high standoffs in clear anodized aluminum finish (MBS FAH12-30A or approved equal). Inset standoffs 3/4" off corners to centerline.

PANEL QUANTITY: (109) Text/Logo Panels (5 of 109 for COD future “Partner”) (51) Blank Panels (5 of 51 to COD as replacement “attic stock”) Vendor to include in bid the future production of the (5) COD future “Partner” panels.

9 5/8" x 9 5/8" x 1/2" thick maple MDF a-1 natural finished front face to match States Industries 1/4" Maple ApplePly with horizontal grain, veneer edge-band, and anti-graffiti overcoat with satin sheen. Apply backer laminate to balance back side of panel. Edges to receive (6) painted finishes (prep edges as needed for paint). Edge colors (one color per panel): Matthews Paints low VOC paint MP00483, MP00511, MP09250, MP00440, MP04518, & custom match to Pantone PMS 3135C. Mount to wall with 1/4" space between panels using (4) tamper proof 1/2" diameter x 1 3/4" high standoffs in clear anodized aluminum finish (MBS FAH12-50A or approved equal). Inset standoffs 3/4" off corners to centerline.

PANEL QUANTITY: (60) Panels

19 1/2" x 19 1/2" x 1/2" painted MEDEX panel with laser cut vinyl text and anti-graffiti overcoat with matte sheen. Text color: Avery Matte White HP 700-102-0. Paint face, edges and back (prep edges as needed) for Matthews Paints low VOC custom match to Pantone PMS 343C. Mount to wall with 1/4" space between panels using (4) tamper proof 1/2" diameter x 1 3/4" high standoffs in clear anodized aluminum finish (MBS FAH12-30A or approved equal). Inset standoffs 3/4" off corners to centerline.

PANEL QUANTITY: (1) Panel

MOCK UP SAMPLES

Provide (1) full size mock up sample of both 1/4" & 1/2" thick maple MDF a-1 natural finished face wood veneer panel, with edge-band, including anti-graffiti overcoat and standoff hardware mounting. Provide (2) 6" x 6" samples of MEDEX panel edge for each color finish.

Provide (2) 6" x 6" mock up sample of painted MEDEX panel with vinyl text, including anti-graffiti overcoat with matte sheen.
ELEVATION DETAIL - NORTH

1/2” = 1'-0"
ELEVATION E-SOUTH

E - EAST WALL

ELEVATION DETAIL - SOUTH

1/2" = 1'-0"
EXHIBIT B – 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 #: ___________________________

<table>
<thead>
<tr>
<th>Company Name</th>
<th></th>
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</thead>
<tbody>
<tr>
<td>Address:</td>
<td>Suite/Floor</td>
</tr>
<tr>
<td>City:</td>
<td>ST Zip Code</td>
</tr>
<tr>
<td>Phone:</td>
<td>Fax:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contractor Contact Information:</th>
</tr>
</thead>
<tbody>
<tr>
<td>First Name</td>
</tr>
<tr>
<td>Title:</td>
</tr>
<tr>
<td>City:</td>
</tr>
<tr>
<td>Primary Phone:</td>
</tr>
</tbody>
</table>

College of DuPage Project Manager: ___________________________ Date: __________
EXHIBIT C – SAMPLE SMALL PROJECTS AGREEMENT
THIS AGREEMENT ("Agreement") is made as of MAY 2018 by and among Community College District 502 (COLLEGE OF DuPAGE), ("COD") and General Trades ("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 Prior to Aug 15. 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:   $ TBD (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

By: ________________________________
Name: Dr. Brian Caputo
Title: VP Administration, CFO

Contractor:

By: ________________________________
Name: ________________________________
Title: ________________________________
EXHIBIT 1

SCOPE OF WORK

{List Bid Package and any addendums}
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:

<table>
<thead>
<tr>
<th>UNIT RATE SCHEDULE</th>
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<tbody>
<tr>
<td>Description</td>
</tr>
<tr>
<td>NA</td>
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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 Community College District 502, 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.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>MINIMUM INSURANCE COVERAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability</td>
<td>Combined Single Limit Per Occurrence/Aggregate</td>
</tr>
<tr>
<td>1. Premises – Operations</td>
<td>$1,000,000 / $2,000,000</td>
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<tr>
<td>2. Explosion, Underground and Collapse Hazard</td>
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<tr>
<td>3. Products/Completed Operations</td>
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<tr>
<td>4. Contractual Insurance</td>
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<tr>
<td>5. Broad Form Property Damage</td>
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<tr>
<td>6. Independent Contractors</td>
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<tr>
<td>7. Bodily Injury</td>
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</tbody>
</table>

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