2018-B0053 Contract for Welding Supplies and Industrial Gasses for the Welding Technology Department

ADDENDUM # 1

May 18, 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 May 23, 2018 no later than 2:00 p.m., Central Time.

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

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

Below are clarifications to this bid:

I. General questions and responses:

Question #1: In Section 4.1 Welding Supplies Core Items (Group A): For items 1A, 2A, 7A, and 9A do you want the stated manufacturer number, or can an alternate be supplied? Only 1A, 2A, 3A, 4A are actual Lincoln part numbers.

Response #1: Non OEM substitutions are allowable provided they conform to OEM fit and function.

Question #2: For 5A, that part number is no longer available. The described product from that vendor is available under a new part number. We will propose that item, or can we quote that item from a different vendor?

Response #2: Parts from other vendors are acceptable provided they conform to OEM fit and function.
Question #3: In Section 4.2 Gasses and Cylinder Rental (Group B): On Cylinder gas rental, it would be difficult to know exactly how many cylinders are on hand in a particular month, can a daily cylinder rate be quoted instead? Or must a monthly cylinder rate be used?

Response #3: The school year is comprised of three semesters. Typically fall enrollment is heavier than spring. A monthly rate should be used.

Question #4: We are asking that on the bid for Section 4.1, A Welding Supplies, Core items, for welding wire and welding rod, prices cannot be held firm for the period of the contract due to the uncertainty of recent tariff on imported goods providing an uncertainty on steel rod and wire.

Response #4: The College expects prices to be held firm for the period of 12 months.

Question #5: On Section 4.2, Gasses and Cylinder Rental for Propane, due to the continuing rise and fluctuation of fuel, prices cannot be held firm for the period of the contract.

Response #5: The College expects prices to be held firm for the period of 12 months.

II. Revision:

Section 3.1 Contract Term is deleted in its entirety and replace with the following:

3.1 CONTRACT TERM

The College is seeking bids on a contract for welding supplies and industrial gases. Contract term shall begin July 1, 2018 and end June 30, 2019.

|-------------|-----------|---|-------------|---|-----------|----------------|

The College is seeking pricing on core items that are most commonly purchased by the Welding Technology Department. In addition, the College seeks pricing on industrial gasses, cylinder rental, and equipment repairs.
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>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Authorized Signature:</td>
<td>___________________________</td>
</tr>
</tbody>
</table>
BID NUMBER: 2018-B0053

Contract for Welding Supplies and Industrial Gasses for the Welding Technology Department

BIDS DUE: Wednesday, May 23, 2018 at 2:00 p.m. Central Time

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

RETURN BIDS TO:

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

Issue Date: May 7, 2018

ISSUED BY THE COLLEGE OF DUPAGE PURCHASING DEPARTMENT
INVITATION TO BID

Sealed bids for Contract for Welding Supplies and Industrial Gases for the Welding Technology Department 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 2:00 p.m. Central Time, Wednesday, May 23, 2018, at which time they will be publicly opened. In the event of College closure due to inclement weather, bid deadline will be extended to the next business day at the same time.

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

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

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

Respondents may download the Bid in addition and any future addenda from the College’s Purchasing website at the following URL address: http://cod.edu/about/purchasing/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.
BID NOTICE

No. 2018-B0053

The College of DuPage is accepting sealed bids for Contract for Welding Supplies and Industrial Gases for the Welding Technology Department. 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 2:00 p.m. Central Time, Wednesday, May 23, 2018, at which time they will publicly opened.

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

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.
# Table of Contents

<table>
<thead>
<tr>
<th>Section</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>BID SUBMISSION CHECKLIST</td>
<td>5</td>
</tr>
<tr>
<td>1.0 GENERAL INFORMATION</td>
<td>6</td>
</tr>
<tr>
<td>1.1 DEFINITIONS</td>
<td>6</td>
</tr>
<tr>
<td>1.2 BIDS TO CONFORM TO REQUIREMENTS OF LEGAL ADVERTISING</td>
<td>6</td>
</tr>
<tr>
<td>1.3 COMPLIANCE</td>
<td>6</td>
</tr>
<tr>
<td>1.4 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS</td>
<td>6</td>
</tr>
<tr>
<td>1.5 REGULATIONS</td>
<td>6</td>
</tr>
<tr>
<td>1.6 BID MODIFICATIONS</td>
<td>7</td>
</tr>
<tr>
<td>1.7 PRICES FIRM</td>
<td>7</td>
</tr>
<tr>
<td>1.8 AWARD OF CONTRACT</td>
<td>7</td>
</tr>
<tr>
<td>1.9 CONSIDERATION OF BIDS</td>
<td>7</td>
</tr>
<tr>
<td>1.10 COMPETENCY OF BIDDER</td>
<td>7</td>
</tr>
<tr>
<td>1.11 BIDDER WARRANTIES</td>
<td>8</td>
</tr>
<tr>
<td>1.12 PAYMENT TERMS</td>
<td>8</td>
</tr>
<tr>
<td>1.13 PAYMENT REMITTANCE</td>
<td>8</td>
</tr>
<tr>
<td>1.14 CASH BILLING DISCOUNTS</td>
<td>8</td>
</tr>
<tr>
<td>1.15 LOCAL BUSINESS PREFERENCE</td>
<td>8</td>
</tr>
<tr>
<td>1.16 EQUAL EMPLOYMENT OPPORTUNITY</td>
<td>8</td>
</tr>
<tr>
<td>1.17 TAX EXEMPTION</td>
<td>8</td>
</tr>
<tr>
<td>1.18 HOLD HARMLESS CLAUSE</td>
<td>8</td>
</tr>
<tr>
<td>1.19 CONTRACTORS LIABILITY INSURANCE</td>
<td>9</td>
</tr>
<tr>
<td>1.20 PREVAILING WAGE ACT</td>
<td>9</td>
</tr>
<tr>
<td>1.21 BUSINESS ENTERPRISE PROGRAM</td>
<td>9</td>
</tr>
<tr>
<td>2.0 INSTRUCTIONS TO BIDDERS</td>
<td>11</td>
</tr>
<tr>
<td>2.1 OUTSIDE DOCUMENT DISCLAIMER</td>
<td>11</td>
</tr>
<tr>
<td>2.2 BLACKOUT PERIOD</td>
<td>11</td>
</tr>
<tr>
<td>2.3 REQUESTS FOR INFORMATION/CLARIFICATION</td>
<td>11</td>
</tr>
<tr>
<td>2.4 BID DEADLINE AND SUBMISSION</td>
<td>11</td>
</tr>
<tr>
<td>2.5 EXCEPTIONS</td>
<td>12</td>
</tr>
<tr>
<td>2.6 ERROR IN BID</td>
<td>12</td>
</tr>
<tr>
<td>2.7 WITHDRAWAL OF BIDS</td>
<td>12</td>
</tr>
<tr>
<td>2.8 NOTICES</td>
<td>12</td>
</tr>
<tr>
<td>2.9 BID DEPOSIT</td>
<td>13</td>
</tr>
<tr>
<td>2.10 PERFORMANCE AND PAYMENT BOND</td>
<td>13</td>
</tr>
<tr>
<td>3.0 BID SPECIFICATIONS</td>
<td>14</td>
</tr>
<tr>
<td>3.1 CONTRACT TERM</td>
<td>14</td>
</tr>
<tr>
<td>3.2 WELDING SUPPLIES AND ACCESSORIES</td>
<td>14</td>
</tr>
<tr>
<td>3.3 GASSES</td>
<td>15</td>
</tr>
<tr>
<td>3.4 ADDITIONAL INFORMATION</td>
<td>15</td>
</tr>
<tr>
<td>3.5 BASIS OF AWARD</td>
<td>15</td>
</tr>
<tr>
<td>4.0 BID FORM</td>
<td>17</td>
</tr>
<tr>
<td>4.1 SUPPLIES (CORE ITEMS AND NON-CORE ITEMS) – Group A</td>
<td>17</td>
</tr>
<tr>
<td>4.2 GASES AND CYLINDER RENTAL – Group B</td>
<td>19</td>
</tr>
<tr>
<td>5.0 CERTIFICATIONS <strong>Required</strong></td>
<td>20</td>
</tr>
<tr>
<td>6.0 SIGNATURE PAGE <strong>Required</strong></td>
<td>21</td>
</tr>
<tr>
<td>7.0 CONFLICT OF INTEREST DISCLOSURE AND NON-COLLUSION FORM <strong>Required</strong></td>
<td>22</td>
</tr>
</tbody>
</table>
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](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 – 5/7/18
   - Questions Due – 5/14/18 12:00 p.m.
   - Bids Due – 5/23/18 at 2:00 p.m.
   - Target Board Approval Date – 6/21/18
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.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>MINIMUM INSURANCE COVERAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Commercial General Liability</strong></td>
<td></td>
</tr>
<tr>
<td>1. Premises – Operations</td>
<td>$1,000,000 / $2,000,000</td>
</tr>
<tr>
<td>2. Explosion, Underground and Collapse Hazard</td>
<td></td>
</tr>
<tr>
<td>3. Products/Completed Operations</td>
<td></td>
</tr>
<tr>
<td>4. Contractual Insurance</td>
<td></td>
</tr>
<tr>
<td>5. Broad Form Property Damage</td>
<td></td>
</tr>
<tr>
<td>6. Independent Contractors</td>
<td></td>
</tr>
<tr>
<td>7. Bodily Injury</td>
<td></td>
</tr>
<tr>
<td><strong>Automobile Liability</strong></td>
<td></td>
</tr>
<tr>
<td>Owned, Non-owned, or Rented</td>
<td>$1,000,000 / $2,000,000</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>
</tr>
</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 May 14, 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 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 2:00 p.m. Central Time on Wednesday, May 23, 2018. Failure by a delivery service company or person to meet the deadline will not excuse the Bidder from the deadline requirement. It is solely the Bidder’s responsibility to ensure that adequate time is allowed for timely, accurate delivery and that the Bid is received as required.

All Bidders shall submit:

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

Bids must be in a sealed envelope and delivered to:

Purchasing Manager
College of DuPage
BIC Building - Room 1B03
425 Fawell Blvd.
Glen Ellyn, Illinois 60137
ATTN: Bid No. 2018-B0053

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

2.5 EXCEPTIONS

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

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

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

Initial understanding of this requirement:_____________________

2.6 ERROR IN BID

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

2.7 WITHDRAWAL OF BIDS

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

2.8 NOTICES

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

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

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

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

*This project does not require a bid deposit.

2.10 PERFORMANCE AND PAYMENT BOND

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

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

END OF SECTION
3.0 BID SPECIFICATIONS

3.1 CONTRACT TERM

The College is seeking bids on a contract for welding supplies and industrial gases. Contract term shall begin July 1, 2018 and end June 30, 2020.

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Month</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fiscal 2019</td>
<td>July</td>
<td>2018</td>
</tr>
<tr>
<td></td>
<td>↓</td>
<td></td>
</tr>
<tr>
<td></td>
<td>January</td>
<td>2019</td>
</tr>
<tr>
<td></td>
<td>↓</td>
<td></td>
</tr>
<tr>
<td></td>
<td>June</td>
<td>2019</td>
</tr>
<tr>
<td>Fiscal 2020</td>
<td>July</td>
<td>2019</td>
</tr>
<tr>
<td></td>
<td>↓</td>
<td></td>
</tr>
<tr>
<td></td>
<td>January</td>
<td>2020</td>
</tr>
<tr>
<td></td>
<td>↓</td>
<td></td>
</tr>
<tr>
<td></td>
<td>June</td>
<td>2020</td>
</tr>
</tbody>
</table>

The College is seeking pricing on core items that are most commonly purchased by the Welding Technology Department. In addition, the College seeks pricing on industrial gases, cylinder rental, and equipment repairs.

3.2 WELDING SUPPLIES AND ACCESSORIES

1. Core Items – Core items listed on the bid tabulation are the most frequently used. The estimated usage is included.

2. Non-core Items – Outside of our core items, the College will also utilize this contract to order other as needed supplies. These items include:

<table>
<thead>
<tr>
<th>Process</th>
<th>Lincoln P/N</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>GMAW</td>
<td>KP2744-035T-B100</td>
<td>TAPERED CONTACT TIP 350A, .035</td>
</tr>
<tr>
<td>GMAW</td>
<td>KP2744-035-B100</td>
<td>CONTACT TIP 350, .035</td>
</tr>
<tr>
<td>GMAW</td>
<td>KP44-116-15-B10</td>
<td>LINER, 052-1/16,10/12/15' GUN</td>
</tr>
<tr>
<td>GMAW</td>
<td>KP3084-1-B25</td>
<td>GASLESS NOZZLE, MAGNUM PRO 100L</td>
</tr>
<tr>
<td>GMAW</td>
<td>KP2742-1-62R-B25</td>
<td>NOZZLE, 350, THREAD-ON, 1/8R 5/8 ID</td>
</tr>
<tr>
<td>GMAW</td>
<td>KP2773-2-B25</td>
<td>INSULATOR 350</td>
</tr>
<tr>
<td>GMAW</td>
<td>KP2746-1-B25</td>
<td>DIFFUSER, THREAD-ON, 350A</td>
</tr>
<tr>
<td>GMAW</td>
<td>ED031664</td>
<td>.052 ULTRACORE 71A85 (M2) 33#FS</td>
</tr>
<tr>
<td>GMAW</td>
<td>ED031663</td>
<td>.045 ULTRACORE 71A85 (M2) 33#FS</td>
</tr>
<tr>
<td>GMAW</td>
<td>ED030638</td>
<td>.045 INNERSHIELD NR-211MP 25# SSP</td>
</tr>
<tr>
<td>SMAW</td>
<td>ED010283</td>
<td>3/32x12 FLEETWELD 5P+ 50# EO CAN</td>
</tr>
<tr>
<td>SMAW</td>
<td>ED028153</td>
<td>1/8x14 FLEETWELD 35 50# CARTON</td>
</tr>
<tr>
<td>SMAW</td>
<td>ED010153</td>
<td>1/8x14 FLEETWELD 37 50# CARTON</td>
</tr>
<tr>
<td>SMAW</td>
<td>ED010161</td>
<td>3/32x12 FLEETWELD 37 50# CARTON</td>
</tr>
<tr>
<td>SMAW</td>
<td>ED028280</td>
<td>3/32x14 EXCALIBUR 7018 MR 50# EO CAN</td>
</tr>
<tr>
<td>GTAW</td>
<td>ED034338</td>
<td>3/32 LINCOLN ER70S-6 30CT/10TB</td>
</tr>
<tr>
<td>FILTER</td>
<td>KP3369-1</td>
<td>FILTER, STATIFLEX FILTER BANK, MERV 16</td>
</tr>
<tr>
<td>FILTER</td>
<td>KP3370-1</td>
<td>FILTER, STATIFLEX FILTER BANK, MERV 11</td>
</tr>
<tr>
<td>FILTER</td>
<td>KP2069-1</td>
<td>FILTER CARTRIDGE, X-TRACTOR 3A, 1GC</td>
</tr>
<tr>
<td>GTAW</td>
<td>ED034442</td>
<td>1/16 LINCOLN ER309/309L 30CT/10TB</td>
</tr>
</tbody>
</table>
### Process | Lincoln P/N | Description
---|---|---
GTAW | ED034443 | 3/32 LINCOLN ER309/309L 30CT/10TB
GTAW | ED034328 | 1/16 LINCOLN ER70S-2 30CT/10TB
GTAW | ED034329 | 3/32 LINCOLN ER70S-2 30CT/10TB
GTAW | K1784-3 | MAGNUM PTW-20 TIG TORCH (12.5FT 3PC)
GTAW | KP2017-2B1 | ALUMINA NOZ #5 (13N09)
GTAW | KP2017-4B1 | ALUMINA NOZ #7 (13N11)
GTAW | KP2019-2B1 | ALUMINA GAS LENS NOZ #5 (53N59)
GTAW | KP2019-4B1 | ALUMINA GAS LENS NOZ #7 (53N61)
GTAW | KP2029-4B1 | COLLET (3/32 2.4MM) (13N23)
GTAW | KP2031-4B1 | COLLET BDY (3/32) (13N28)
GTAW | KP2033-4B1 | GAS LENS, (3/32 2.4MM) (45V44)
GTAW | KP2035-4B1 | BACK CAP, LONG, (41V24)
OFW | VIC1407-0175 | O ring victor
OFW | VIC1407-0177 | O ring victor
SMAW | PRS57101 | Chipping Hammer s-20 cone and CHL
GTAW | PRS20-12 | Type20 TIG torch assy 12'
Abrasive | DEWDW4945 | Backing pad 4.5" w 5/8 x 11tpi arbor
GTAW | PRSCC-3-10 | TIG Cable cover 3"x 10’ PRS
OFW | VIC0781-5209 | Regulator STNESL4-15-025R Edge
OFW | PRS66001 | Goggles 1200 LF 2x4 sh 5 PRS

Discounts – Any educational or volume discounts on supplies will be considered for the contract but will not be a part of the award evaluation. Award will be made based on core items only.

### 3.3 GASSES


Cylinder rental: Cylinders will be rented for the full term of the contract but will not need refilling at any time the College is not in session which includes Holiday and Summer breaks.

### 3.4 ADDITIONAL INFORMATION

- The historic spend for a period of 17 months with a welding equipment supplier was $48,000.
- The college will order supplies on an as needed basis during the contract term.
- The bid will be evaluated on an item by item basis and a total package basis. Awards shall be made based on whichever method is most beneficial to the college. Bids submitted on a total package basis only must clearly state this intent on the bid form. Bids received without any statement shall be evaluated on an item by item basis.

### 3.5 BASIS OF AWARD

Contract will be based on the lowest bid price submitted by the responsive and responsible bidder meeting all the terms and conditions of the specification.

The College reserves the right to award one (1) or more Contracts or reject any or all Bids when the best interest of the College will be served thereby.

Group A – Welding Supplies and Accessories
Group B - Gasses / Cylinder
The College may accept only approved equal/equivalent or alternate item/product. Bidder must provide the following information with their Bid if bidding an equal/equivalent or alternate item/product:

- Item Part Number / Product Manufacture Name on Bid Form
- Authorized dealer / distributor / reseller Information (must include current written documentation from the proposed manufacturer verifying Contractor's status).

End of Section
4.0 BID FORM

The College reserves the right to award one (1) or more Contracts or reject any or all Bids when, the best interest of the College will be served thereby.

Bid pricing for all items must be based on the standard unit of measure indicated. 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.

Contracts will be awarded per Group as described in Section 3 and in the Bid Form based on the lowest total price per Group submitted by the responsive and responsible bidder(s) meeting all the terms and conditions of the specification.

Contract will be based on the lowest price submitted by the responsive and responsible bidder meeting all the terms and conditions of the specification.

Please Note:

1. Bidder must quote all specified items in a specified Group, but is not mandatory to bid all Groups. Bidder may be awarded one (1) or more Groups, Bids submitted to the contrary will be considered incomplete, and as a result, will be rejected. Bid/proposal pricing for all items and/or services must be based on the standard unit of measure indicated. Pricing on alternate unit of measure may not be accepted.
2. Bids submitted without quotes for the specified item will be considered incomplete, and as a result will be rejected.
3. **Bid must be all-inclusive of all shipping and handling/delivery fees.**

The following list of items represents the items desired. It is provided for description and function purposes. Equal of equivalent equipment will also be considered for the award.

4.1 SUPPLIES (CORE ITEMS AND NON-CORE ITEMS) – Group A

A. Welding Supplies (Core Items):

<table>
<thead>
<tr>
<th>ITEM #</th>
<th>Process</th>
<th>Description</th>
<th>Lincoln P/N</th>
<th>Estimated Qty</th>
<th>Price per Unit</th>
<th>Total</th>
<th>Part # / Mfg Quoted</th>
</tr>
</thead>
<tbody>
<tr>
<td>1A</td>
<td>GMAW</td>
<td>LINER, 035-045,10/12/15’ GUN</td>
<td>KP44-3545-15-B10</td>
<td>12</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>2A</td>
<td>GMAW</td>
<td>.035 SUPERARC L-56 33# SPOOL</td>
<td>ED032927</td>
<td>990#s</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>3A</td>
<td>SMAW</td>
<td>1/8x14 FLEETWELD 5P+ 50# EO CAN</td>
<td>ED010278</td>
<td>600#s</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>ITEM #</td>
<td>Process</td>
<td>Description</td>
<td>Lincoln P/N</td>
<td>Estimated Qty</td>
<td>Price per Unit</td>
<td>Total</td>
<td></td>
</tr>
<tr>
<td>--------</td>
<td>---------</td>
<td>-------------------------------------------------</td>
<td>-------------</td>
<td>---------------</td>
<td>----------------</td>
<td>-------</td>
<td></td>
</tr>
<tr>
<td>4A</td>
<td>SMAW</td>
<td>1/8x14 EXCALIBUR 7018 MR 50# EO CAN</td>
<td>ED028281</td>
<td>400#s</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5A</td>
<td>Abrasive</td>
<td>Sanding Disks 4.5&quot; x 7/8 80Grit Fiber back</td>
<td>DEWDW4539</td>
<td>6</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6A</td>
<td>GTAW</td>
<td>Tig Assy Kit HW20 PRS P 3/32</td>
<td>PRSAK-4</td>
<td>5</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>7A</td>
<td>GTAW</td>
<td>TIG Cable cover 10' Leather</td>
<td>COFCC-10</td>
<td>5</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8A</td>
<td>Abrasive</td>
<td>Cutoff wheel 4.5&quot; x 1/8&quot; 7/8 pipe</td>
<td>DEWDW8434</td>
<td>40</td>
<td>$</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9A</td>
<td>SMAW</td>
<td>Electric Holder 250A - A - 316 tong</td>
<td>TWE91101102</td>
<td>20</td>
<td>$</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL COST GROUP A**

$  

**B. NON – CORE ITEM**

Provide Item Discount Percentage pricing. Any educational or volume discounts on supplies will be considered for the contract but will not be a part of the award evaluation. Award will be made based on core items only.

**NON – CORE ITEM DISCOUNT (%):**

_________________
### Gases and Cylinder Rental – Group B

<table>
<thead>
<tr>
<th>Item</th>
<th>Gas Type</th>
<th>Cylinder Size</th>
<th>Estimated Monthly Cylinder Usage</th>
<th>Estimated Contract Term Usage</th>
<th>Price per Unit</th>
<th>Total for Contract Term</th>
<th>Monthly Cylinder Rental Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1B</td>
<td>Acetylene</td>
<td>#5</td>
<td>8</td>
<td>136</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>2B</td>
<td>Argon</td>
<td>T</td>
<td>15</td>
<td>255</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>3B</td>
<td>O2</td>
<td>T</td>
<td>15</td>
<td>255</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>4B</td>
<td>C25 (stargold)</td>
<td>T</td>
<td>10</td>
<td>170</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>5B</td>
<td>C10</td>
<td>T</td>
<td>1</td>
<td>17</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>6B</td>
<td>CO2</td>
<td>T</td>
<td>1</td>
<td>17</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td>7B</td>
<td>Propane</td>
<td>33#</td>
<td>1</td>
<td>17</td>
<td>$</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

Other costs associated with this bid (please explain):

TOTAL FOR GROUP B: $

Comments:

_____________________________________________________

FIRM NAME, CONTACT NAME and PHONE NUMBER

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

Submitted by print Name:

______________________________

Submitted by Name: Signed
5.0 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, 720ILCS 5 with regards to bid rigging/bid rotating. Yes____  No____

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

ADVICE

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

Name of Certifying Entity: __________________________________________________________

Certification #: _____________________________ Expiration Date: ______________________

B. STATE NEGOTIATED COOPERATIVE AGREEMENT: YES_____ NO______ Contract No. __________

Signature
Respondent/Company Official: ___________________________ Date: ______________________
6.0 SIGNATURE PAGE **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.

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.
7.0 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: _________________________