

**COLLEGE OF DuPAGE
REGULAR BOARD MEETING**

BOARD APPROVAL

1. **SUBJECT**

Purchase of surveillance cameras for the Information Technology replacement plan.

2. **REASON FOR CONSIDERATION**

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

3. **BACKGROUND INFORMATION**

This purchase represents the FY19 IT Plan cyclical replacement of surveillance cameras. These replacement cameras provide higher resolution images as well as compatibility with the latest video surveillance/recording servers being used at the College. These cameras will be used to replace older cameras currently installed in the Addison Center, Culinary and Hospitality Center, Robert J. Miller Homeland Security Education Center, Student Resource Center, and McAninch Arts Center. The equipment removed from service will be disposed of following the College's procedures for the disposal of obsolete equipment.

A legal notice for an Invitation for Bids was published on June 14, 2018 in the Daily Herald; the invitation, Bid Number 2019-0001, was also posted to the College of DuPage Purchasing website and distributed to in-district Chambers of Commerce. Fourteen (14) vendors were directly solicited. Eighty-two (82) vendors downloaded the bid documents. A public opening was held on June 28, 2018 at 11:00 a.m. in the College of DuPage Purchasing Department Conference Room (BIC 1B03A). The following individuals were in attendance: Jacoby Radford (COD Purchasing Manager/Recorder), Susan Castellanos (COD Buyer/Facilitator), David Virgilio (COD Assistant Financial Controller/Agent of the Board), Keith Zeitz (COD Manager, Office & Classroom Technology) and five (5) vendor representatives. Seventeen (17) bids were received. Two (2) woman/minority owned businesses submitted bids.

One bid was received after the scheduled bid opening and was not accepted. Three (3) bids were rejected due to an incomplete bid response. The bids from CDW Government LLC, Midco Inc., and Adorma Inc. were rejected as non-responsive to the bid submission requirements. The three bidders failed to provide the addendum acknowledgements as required. Two bids were rejected for specifying equipment that did meet bid specifications.

To create a more competitive bidding process two product groups were used. The unique features within each of the two groups are provided by different manufacturers. Some vendors are able to provide more favorable pricing for one group of cameras versus another based on the product lines they offer. Respondents were able to provide pricing for either one or both of the bid groups.

Following is a recap of the bid tabulation:

Bid Group 1: 5 megapixel single lens cameras (Qty. 39), 180-degree multi-sensor cameras (Qty. 6), pendant kits, and mounts.

Bid Group 2: 270-degree multi lens cameras (Qty. 10), 360-degree single sensor camera (Qty. 1), adapters, and mounts

Vendor Name:	Total – Group 1	Total – Group 2
Enterprise Security	\$40,410.28	\$16,049.47
	Alternate Rejected**	
B&H Foto & Electronics Corp.	\$46,845.00	\$15,036.00
*Acamard Technologies, Inc.	\$44,824.45	\$17,061.10
Midwest Computer Products Inc.	\$50,313.00	\$15,396.00
Sound Incorporated	Rejected**	\$16,602.34
Current Technologies Corp.	\$45,978.85	\$17,692.15
Imperial Surveillance Inc.	\$52,337.32	\$21,064.24
Howard Technology Solution	\$42,482.00	No Bid
IP Vision LLC	\$44,796.22	\$16,411.24
Johnson Controls	\$40,742.50	\$15,710.00
Hypertec Direct	\$42,030.31	No Bid
Van Cleve and Associates, Inc.	\$42,730.00	\$15,668.00
Seico Inc.	\$46,796.07	\$18,003.25
*Traneil A. Thomas/T.R.A. Defense Training & Consulting	\$57,891.00	\$19,917.00

Recommend items for award are in bold.

*Woman/Minority Owned Business

** Rejected – Did not meet specifications

Budget Status

<u>GL Account</u>	<u>FY2018</u>	<u>Annual Budget</u>	<u>FY2019</u>	
	<u>YTD Spend</u>		<u>YTD Spend</u>	<u>Available Balance</u>
01-90-90111-5409002	\$ 1,506,198	\$ 1,530,499	\$ 5,837	\$ 1,524,662
<i>IT Plan: Non-Capital Equipment</i>				
			FY2019 Request	\$ 55,446

**YTD Spend equals actuals plus committed as of 07/02/2018.*

This purchase supports Goal #8 of the Strategic Long Range Plan: Infrastructure-Maintaining, improving and developing structures, systems, and facilities necessary for the delivery of high quality education and meaningful cultural events; as well as Strategic Objective 8.2 to revise, integrate and implement the Information Technology Strategic Plan in order to enhance student success, maximize institutional effectiveness and ensure hardware and software are reliable, secure (from data breaches) and are user friendly to students, employees and other stakeholders.

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

4. RECOMMENDATION

That the Board of Trustees awards the bid of audio/visual equipment for the Information Technology replacement plan on a grouped item basis to the lowest responsible bidders as follows:

Bid Group 1 to Enterprise Security, Inc., 1060 N Tustin Ave, Anaheim, CA 92807 for \$40,410.28.

Bid Group 2 to B&H Foto & Electronics Corp., 420 Ninth Ave, New York, NY 10001 for \$15,036.00.

For a total expenditure of \$55,446.28.

Staff Contact: Donna Berliner, Director, Information Technology Services

**COLLEGE OF DuPAGE
REGULAR BOARD MEETING**

BOARD APPROVAL

SIGNATURE PAGE FOR

Purchase of surveillance cameras for the Information Technology replacement plan.

ITEM(S) ON REQUEST

That the Board of Trustees awards the bid of audio/visual equipment for the Information Technology replacement plan on a grouped item basis to the lowest responsible bidders as follows:

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Board Chair 7/19/18
Date

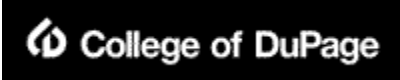


Board Secretary 7/19/18
Date

2019-B0001 Surveillance Cameras Vendor Download List

Company Name	Address	City	State	Zip
Acamard Technologies, Inc.	452 Oakwood Road	Lake Zurich	IL	60047
Acanthus Technology	1300 Greenbrook Blvd	Hanover Park	IL	60133
Accu-Tech Corporation	1660 Wall Street, Suite 200	Mt. Prospect	IL	60056
Ace Supply Corp	7827 S Claremont	Chicago	IL	60620
Add2Payroll Inc	1971 Western Ave, # 248 Albany NY 12203	Albany	NY	12203
Adorama Inc.	42 West 18th Street	New York	NY	10011
Advent Systems	435 West Fullerton	Elmhurst	IL	60126
Agano Zuri	1416 N. Green Meadows Blvd	Streamwood	IL	60107
All-Pro Technologies Inc.	723 Hastings Lane	Buffalo Grove	IL	60086
Anixter, Inc	201 Hansen Ct	Wood Dale	IL	60191
Anzy Supply Inc.	1200 W 35th Street, 4224 S Wallace Street	Chicago	IL	60609
B&H Photo Video	440 9th ave	New York	NY	10001
Bidnet	15 British American Blvd	Latham	NY	12110
Bidocean	po box 40445	Grand Junction	CO	81504
Broadway Electric	831 Oakton	Elk Grove Village	IL	60007
CDW-G	25 Tri State International	Lincolnshire	IL	60069
Celplan Technologies inc	1920 aqssociation drive	Reston	VA	20191
Chicago Communications	200 SPANGLER AVE	Elmhurst	IL	60126
CJIS GROUP	124 Marriot Drive	Tallahassee	FL	32301
CMASS Technologies, Inc.	P.O Box 4251	Lisle	IL	60532
ConstructConnect	3825 Edwards Rd., Suite 800	Cincinnati	OH	45209
Critical Technology Solutions, INcn	1247 Warren Ave	Downers Grove	IL	60515
Current Technologies	450 Eisenhower Lane N	Lombard	IL	60148
DataBid	433 Penn St	Newtown	PA	18940
Dodge Data & Analytics	Third Avenue,	New York	NY	10022
Enterprise Security	1000 E State Pkwy	Schaumburg	IL	60173
Erepublic	100 blue ravine road	Folsom	CA	95630
ESi	1000 E State Pkwy	Schaumburg	IL	60173
Eyes On U Surveillance Systems	333 E. IL Rt 83	Mundelein	IL	60060
Forbel Alarms, Inc.	1342 Ridge Ave	Elk Grove Village	IL	60007
Get Security Inc	153 Bedford Road	Kitchener	Ontario	N2G3A3
Global Security Services	1003 W. 4th Street	Davenport	IA	52802
Go Green LED Alternatives	341 Vertin Boulevard	Shorewood,	IL	60404
Griffon Systems, Inc.	747 N Church Rd #F6	Elmhurst	IL	60126
Howard Technology Solutions	36 Howard Dr.	Ellisville	MS	39437
iEple LLC	1717 N NAPER BLVD STE 00	Naperville	IL	60563
Imperial Surveillnace	1601 E Algonquin rd	Arlington Heights	IL	60005
IPVision, LLC.	762 Burr Oak Dr.	Westmont	IL	60559
IT Risk Managers LLC	2 Mid America Plaza Route 83 & 22nd Street, Suite 800	Oak Brook Terrace	IL	60181
ITPI Group	1611 farmside lane	Bolingbrook	IL	60490
ITS Engineering Ltd.	6 The Court of North Corner	Northbrook	IL	60062
Johnson Controls	2010 Swift Dr	Oak Brook	IL	60523
JP SIMONS AND COMPANY	330 Windy Point Dr	Glendale Heights	IL	60139
JW CO	207 Midwest Club	Villa Park	IL	60181
KELSO-BURNETT CO.	5617 Sockness Drive	Rockford	IL	61109
Light Source	841 Hillen St, Baltimore, MD, USA, 841	Baltimore	MD	21202
M&R	515 Bond	lincolnshire	IL	60069
May Wood Industries	12636 South Springfield	Alsip	IL	60803
Mercer Technologies Firm	1501 E.15th Ave #115	Gary	IN	46402
Midwest Computer Products	33W512 Roosevelt Rd	West Chicago	IL	60184
Minuteman Security Technologies	8200 W. 185th St Suite L	Tinley Park	IL	60487
Ms	48 mall drive	Commack	NY	11725
Onvia	509 Olive Way	Seattle	WA	98101
Pace Systems	2040 Corporate Ln	Naperville	IL	60563
Pentegra Systems	780 W. Belden Ave. Suite A	Addison	IL	60101
Phoenix Systems & Service, Inc.	362 S , Schmale Road	Carol Stream	IL	60188
Premier Technology Solutions, Inc.	19153 S. Blackhawk Parkway, Unit 21	Mokena	IL	60448
Presidio	9500 W. Bryn Mawr Ave.	Rosemont	IL	60018
Prime Vendor	4622 Cedar Ave	Wilmington	NC	28403

RCS	3509 Martens St.	Franklin Park	IL	60131
Red Hawk Fire & Security	8160 South Madison Street	Burr Ridge	IL	60527
Riverside Technologies	748 N 109th Court	Omaha	NE	68154
S&S Systems	603A Country Club Drive, 603A	Bensenville	IL	60106
S2 Security Corporation	1 Speen Street	Framingham	MA	1701
Seico Inc.	132 Court St.	Pekin	IL	61554
Sound Inc	1550 Shore Road	Naperville	IL	60563
Symatic Technologies Inc	171 MICHIGAN DR	Bloomington	IL	60108
Tech Electronics	2112 Morrissey Dr.	Bloomington	IL	61704
The FPI	7501 LEMONT ROAD, #210	Woodridge	IL	60517
TRA Defense Training & Consulting	440 W. Boughton Rd Suite C	Bolingbrook	IL	60440
TSI	609 W Main	Carbondale	IL	62901
UDT	1775 HWY 34	Farmingdale	NJ	7727
Van Cleve & Associates, Inc.	7910 Andrus Road, Suite 4	Alexandria	VA	22306
VELAN SOLUTIONS, LLC	890 E Higgins Rd, Suite 150b	Schaumburg	IL	60173
Videotec Corp.	9801 Spring St.	Highland	IN	46322
Visual Infomedia	coimbatore	Coimbatore	TN	64112
Wired Technologies, Inc.	37 Sherwood Terrace, Unit 131	Lake Bluff	IL	60044



Purchasing Department

425 Fawell Boulevard
Glen Ellyn, Illinois 60137-6599
PHONE (630) 942-2355
FAX (630) 942-4322

2019 – B0001 Surveillance Cameras for College of DuPage

ADDENDUM # 1

June 20, 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 June 28, 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 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, clarifications and responses:

- Q1.** Can we request approval for alternates prior to bid submission?
- R1:** **Bidders may propose an alternative product as part of your bid response and note that information on your bid response, per the bid instructions. A determination as to the appropriateness of any proposed alternates will be made during the bid review process.**
- Q2.** As this is a material only bid, can we get a waiver for the BEP.
 - a. We are not a BEP company.
 - b. There is nothing to sub out.
- R2:** **BEP participation is not mandatory for this RFP. However, the College is committed to the economic development of disadvantaged business enterprises and qualified Minority, Women, and Persons with Disabilities Owned Businesses. Bidders must demonstrate good faith efforts towards**

meeting the goal by completing the Utilization Plan form in Section 5.0 of the bid document.

- Q3.** The 3367 is marked a -v which is indoor only. Just to confirm none of these will be in exterior environment.
- R3.** **The AXIS VAPIX P3367-V cameras are intended for interior use.**
- Q4.** Since this is Parts Only, does the provider still need to be BEP Certified?
- R4.** **See response to Question #2.**
- Q5.** There is a line item for Qty. 8 ArecontVision SV-CAP. Although this is a valid part number, none of the other parts listed uses this CAP. It is my assumption that this is intended to be used with the AV20275DN-08. The correct CAP for this camera is part number SO-CAP. Please advise.
- R5.** **Change the part number (SV-CAP) for the “Mounting Cap for Dome camera” in Group 2, item 2D, to SO-CAP.**
- Q6.** Is a performance bond required for this bid?
- R6.** **A performance bond is not required for this Invitation for Bid.**
- Q7.** Can you please confirm this bid is for equipment only, no labor is required?
- R7.** **Installation services are NOT a requirement of this specification.**
- Q8.** Does a bidder has to be a qualified state licensed alarm contractor (or at least a qualified low voltage installation/integration company), or do you allow anyone to bid (including distributors that only sell parts and don't provide any installation/service)?
- R8.** **See response to Question 7.**
- Q9.** Since there is no bid deposit required is there also no performance and payment bond? 2.10 on page 13
- R9.** **See response to Question #6.**
- Q10.** Three Arecont related questions. Pg 16.
- a. Flush mount adapter SO-FMA is not compatible with AV5245DN-01-D-LG
 - b. Same for SV-CAP
 - c. Same for AV-WMJB but AV-SWMJB would work.
- R10.**
- a. **SO-FMA is the needed part number.**
 - b. **Replace SV-CAP with SO-CAP. See answer to question 5.**
 - c. **AV-WMJB is the needed part number.**

2019 B0001 Surveillance Cameras for College of DuPage

ADDENDUM # 1

June 20, 2018

.....

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 # _____

Company Name: _____

Address: _____

**Authorized
Signature:** _____

BIDDER: _____



COMMUNITY COLLEGE DISTRICT NO. 502

BID NUMBER: 2019-B0001

SURVEILLANCE CAMERAS FOR COLLEGE OF DUPAGE

BIDS DUE: Thursday, June 28, 2018 at 11:00 a.m. Central Time

In the event of a 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:

June 14, 2018

ISSUED BY THE COLLEGE OF DUPAGE PURCHASING DEPARTMENT

Purchasing Department

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

PHONE (630) 942-2217

June 14, 2018

INVITATION TO BID

Sealed bids for **Surveillance Cameras for College of DuPage** will be received by the College of DuPage, District 502, at the office of the Purchasing Manager, Berg Instructional Center (BIC) Building, Room 1B03, 425 Fawell Blvd., Glen Ellyn, IL 60137, until **11:00 a.m. Central Time, Thursday, June 28, 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.

LEGAL NOTICE

BID NOTICE

No. 2019-B0001

The College of DuPage is accepting sealed bids for **Surveillance Cameras for College of DuPage** Bid documents may be downloaded from the Purchasing Website at www.cod.edu/about/purchasing/requests by clicking on the link for this bid and following the instructions.

Bids are due to the College of DuPage Purchasing Department in the Berg Instructional Center (BIC) Building, Room 1B03, 425 Fawell Blvd., Glen Ellyn, IL 60137 up to and no later than **11:00 a.m. Central Time, Thursday, June 28, 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.

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 – 6/14/18
 - Questions Due – on or before 12:00 p.m. on 6/19/18
 - Bids Due – 6/28/18 at 11:00 a.m.
 - Target Board Approval Date – 7/19/18

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.

TYPE OF INSURANCE

MINIMUM INSURANCE COVERAGE

Combined Single Limit Per Occurrence/Aggregate

Commercial General Liability including:

- | | |
|---|---------------------------|
| 1. Premises – Operations | \$1,000,000 / \$2,000,000 |
| 2. Explosion, Underground and Collapse Hazard | |
| 3. Products/Completed Operations | |
| 4. Contractual Insurance | |
| 5. Broad Form Property Damage | |
| 6. Independent Contractors | |
| 7. Bodily Injury | |

Automobile Liability

Owned, Non-owned, or Rented	\$1,000,000 / \$2,000,000
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Workers' Compensation and Employers' Liability	As Required by Applicable Laws
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Professional Liability	If Performance Specifications are Required by the Contract
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1.20 PREVAILING WAGE ACT

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

The prevailing rates of wages are determined by the Illinois Department of Labor and are available on the Department's official website: <http://www.illinois.gov/idol/Laws- Rules/CONMED/Pages/prevaling-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_prevaling_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 **Tuesday, June 19, 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 **11:00 a.m. Central Time on Thursday, June 28, 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, one (1) copy of the completed Bid and
and one flash drive containing all completed documents.

Bids must be in a sealed envelope and delivered to:

ATTN: Bid No. 2019-B0001

College of DuPage
Purchasing Department
BIC Building - Room 1B03
425 Fawell Blvd.
Glen Ellyn, Illinois 60137

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

2.5 EXCEPTIONS

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

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

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

Initial understanding of this requirement: _____

2.6 ERROR IN BID

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

2.7 WITHDRAWAL OF BIDS

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

2.8 NOTICES

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

2.9 BID DEPOSIT

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

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

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

***This project does not requires 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

The Contractor must furnish and deliver Surveillance Camera and Accessory items as specified herein and in accordance with terms and conditions of this specification. **Installation services is Not a requirement of this specification.**

The College may accept bids for equal/equivalent items/product, which meet the specifications listed. If you are bidding on an equal/equivalent product/brand, Contractor must include product literature/brochures with your bid. The following information is provided to describe the Surveillance Camera and accessory equipment utilized across the College's campus:

3.1 SURVEILLANCE CAMERAS AND ACCESSORIES- GROUP 1

Group #	Item #	Description	Specifications
1	1A	5 MP Surveillance Camera	<ul style="list-style-type: none"> • 2592 x 1944 (5MP) to 160 x 90 resolution • Remote zoom and focus • 3.9mm, F1.2 lens • Horizontal field of view: 84 degrees – 30 degrees • Vertical field of view: 63 degrees - 22 degrees • Automatically removable infrared-cut filter • P-Iris control • IR corrected • 2 MP 4:3 (1600 x 1200 and 1080p (1920 x 1080) 30 fps • 3 MP capture mode 20fps • 5 MP capture mode 12 fps • Digital PTZ • Privacy mask • Password protection • IK10 impact-resistant casing • Power over Ethernet • RJ-45 10Base-T/100Base-TX • Supports ExacqVision integration per exacq.com/integration/ipcams/ • AXIS VAPIX P3367-V or approved alternate

Group #	Item #	Description	Specifications
	1B	Multi-sensor, multi-megapixel, 180 degree Surveillance Camera	<ul style="list-style-type: none"> • 3 x lenses, fixed focus, 5.0mm, F2.8 • Combined horizontal 180 degree field of view • Automatically removable infrared-cut filter • Pan +/- 180 degree adjustments • Tilt 18 degrees to 75 degree adjustments • 3 x 5MP (16:9) up to 16/20 FPS • 3 x 5MP (4:3) up to 16/20 fps • Multiple individually configurable streams in H.264 and motion JPEG • Digital PTZ • Password protection • IK10 impact-resistant casing • Power over Ethernet • RJ-45 10Base-T/100Base-TX • Supports ExacqVision integration per exacq.com/integration/ipcams • Outdoor-ready • AXIS Q3709-PVE or approved alternate
1	1C	Pendant Kit	<ul style="list-style-type: none"> • Aluminum pendant kit for mounting camera on 1.5 inch NPS threaded brackets. • AXIS T94A01D or approved alternate
1	1D	Recessed Mount	<ul style="list-style-type: none"> • For AXIS P33 Series Cameras • AXIS T94K02L or approved alternate
1	1E	Telescopic Parapet Mount	<ul style="list-style-type: none"> • Adjustable length, telescopic arm with Swivel • Corrosion protection • Installs to parapet and wall • AXIS T91D62 or approved alternate

3.2 SURVEILLANCE CAMERAS AND ACCESSORIES - GROUP 2

Group #	Item #	Description	Specifications
2	2A	Multi-sensor, multi-megapixel, 270 degree Surveillance Camera	<ul style="list-style-type: none"> • 4 x 5MP CMOS • 4 x 8mm lenses • 7fps (10240 x 1920) • 10fps (5120 x 960) • 3-axis gimbal • Remote Focus • True Day/Night • Power over Ethernet • Indoor/Outdoor • IP66 Weather Rated • IK-10 Impact Resistant • Supports ExacqVision integration per exacq.com/integration/ipcams • ARECONT VISION AV 20275DN-08 or approved alternate

Group #	Item #	Description	Specifications
2	2B	Day Night Surveillance Camera	<ul style="list-style-type: none"> • 5 MP (2592 x 1944) resolution • Integrated ImmerVision Panomorph Solution for 180/360 degree FOV • 14fps at full resolution • H.264 and MJPEG dual encoder • Day Night with Mechanical IR cut filter • Power over Ethernet • Privacy mask • Motion detection • Supports ExacqVision integration per exacq.com/integration/ipcams • ARECONT VISION AV5245DN-01-D-LG or approved alternate
2	2C	Flush Mount Adapter	<ul style="list-style-type: none"> • For SurroundVideo Omni Series Cameras • ARECONT VISION SO-FMA or approved alternate
2	2D	Mounting Cap for Dome Camera	<ul style="list-style-type: none"> • For SurroundVideo Cameras • ARECONT VISION SV-CAP or approved alternate
2	2E	Wall Mount Bracket with Junction Box (Ivory)	<ul style="list-style-type: none"> • For Surround Video Omni Series Cameras • ARECONT VISION AV-WMJB or approved alternate

3.3 BASIS OF AWARD

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 1 - Surveillance Cameras and Accessories Group 1
Group 2 - Surveillance Cameras and Accessories Group 2

The College may accept only approved equal/equivalent or alternate item/product. Bidder must provide the following to information with their Bid if bidding an equal/equivalent or alternate item/product:

- Item/Product Specification Sheet (Technical Specification Sheet)
- Item/Product Manufacture Name
- Authorized dealer / distributor (must include to the bid current written documentation from the proposed manufacturer verifying Contractor's status).

END OF SECTION

4.0 BID FORM

2019-B0001 – Surveillance Cameras for College of DuPage

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.

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

Please Note:

1. Contractors **must quote all specified items in a specified Group**, but is not mandatory to bid all Groups. Contractor 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 or package may not be accepted.**
2. **Bid must be all-inclusive of all shipping and handling/delivery fees.** Equal/Equivalent Bids must include product literature/brochures and meet the specifications listed in this bid request.

If quoting an equal/equivalent or alternate item, indicate manufacturer name, model/part number and attach descriptive literature and specifications. Equal/Equivalent or Alternate items may be considered by the College. Any exceptions to items specified or other terms must be clearly indicated on the bid.

3. Questions regarding availability of an item, must be addressed during the question and answers period of this bid solicitation.

2019-B0001 – SURVEILLANCE CAMERAS FOR COLLEGE OF DUPAGE

Group ID	ITEM #	ITEM DESCRIPTION	QTY	UOM	LIST BRAND NAME AND/OR EQUAL/ EQUIVALENT MODEL #	UNIT PRICE	TOTAL
1	1A	5 MP Surveillance Camera AXIS VAPIX P3367-V or approved alternate	39	EA.		\$	\$
1	1B	Multi-sensor, multi-megapixel, 180 degree Surveillance Camera AXIS Q3709-PVE or approved alternate	6	EA.		\$	\$
1	1C	Pendant Kit AXIS T94A01D or approved alternate	10	EA.		\$	\$
1	1D	Recessed Mount AXIS T94K02L or approved alternate	20	EA.		\$	\$
1	1E	Telescopic Parapet Mount AXIS T91D62 or approved alternate	1	EA.		\$	\$
TOTAL FOR GROUP 1 (ITEMS 1A TO 1E):						\$	

Group ID	ITEM #	ITEM DESCRIPTION	QTY	UOM	LIST BRAND NAME AND/OR EQUAL/ EQUIVALENT MODEL #	UNIT PRICE	TOTAL
2	2A	Multi-sensor, multi-megapixel, 270 degree Surveillance Camera ARECONT VISION AV 20275DN-08 or approved alternate	10	EA.		\$	\$
2	2B	5MP Day Night Surveillance Camera ARECONT VISION AV5245DN-01-D-LG or approved alternate	1	EA.		\$	\$
2	2C	Flush Mount Adapter ARECONT VISION SO-FMA or approved alternate	1	EA.		\$	\$
2	2D	Mounting Cap for Dome Camera ARECONT VISION SV-CAP or approved alternate	8	EA.		\$	\$
2	2E	Wall Mount Bracket with Junction Box ARECONT VISION AV-WMJB or approved alternate	1	EA.		\$	\$
TOTAL FOR GROUP 2 (TEMS 2A TO 2E):						\$ _____	

Comments:

FIRM NAME, CONTACT NAME and PHONE NUMBER

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

Submitted by Print Named

Signature: _____

END OF SECTION

5.0 BUSINESS ENTERPRISE PROGRAM

STATE OF ILLINOIS BUSINESS ENTERPRISE PROGRAM MINORITIES, FEMALES, PERSONS WITH DISABILITY PARTICIPATION AND UTILIZATION PLAN

The Business Enterprise for Minorities, Females and Persons with Disabilities Act (BEP) establishes a goal for community colleges contracting with businesses that have been certified as owned and controlled by persons who are minorities (MBE), female (FBE/ also referred to as WBE), or persons with disabilities (PDBE) (collectively, BEP certified vendor(s)). 30 ILCS 575

Contract Goal to be Achieved by Vendor: This solicitation includes a specific **BEP** participation goal of 20% based on the availability of BEP certified vendors to perform or provide the anticipated services and/or supplies required by this solicitation.

The BEP participation goal is applicable to all bids or offers. In addition to the award criteria established for this solicitation, the College will award this contract to a Vendor that meets the goal or demonstrates good faith efforts to meet the goal. This goal is applicable to change orders and allowances within the scope of work provided by the BEP certified vendors. If Vendor is an MBE and FBE certified vendor, the entire goal is met and no subcontracting with a BEP certified vendors is required; however, **Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.**

Following are guidelines for Vendor's completion of the Utilization Plan. The Utilization Plan must demonstrate that Vendor has either: (1) met the entire contract goal; or (2) made good faith efforts towards meeting the goal.

At the time of bid or offer, Vendor, or Vendor's proposed Subcontractor, must be certified with the Illinois Department of Central Management Services as a BEP certified vendor.

Failure to complete a Utilization Plan or provide Good Faith Effort documentation shall render the bid or offer non-responsive; and subject to rejection and/or disqualification in the College's sole discretion.

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Joint Venture Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Joint Venture Agreement must clearly evidence that the BEP certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the BEP certified vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the BEP certified vendor to be dedicated to the performance of the contract. Established Joint Venture Agreements will only be credited toward BEP goal achievements for specific work performed by the BEP certified vendor. **Each party to the Joint Venture Agreement must execute the bid or offer prior to submission of the bid or offer to the College.**
2. An agreement between a vendor and a BEP certified vendor in which a BEP certified vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The College may

request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the College in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed BEP certified vendor. Failure to cooperate by Vendor and BEP certified vendor may render the bidder or offeror non-responsive or not responsible. **The contract will not be awarded to Vendor unless Vendor's Utilization Plan is approved by the College.**

3. **BEP Certified Vendor Locator References:** Vendor may consult CMS' BEP Vendor Directory at www.sell2.illinois.gov/cms/business, as well as the directories of other certifying agencies, but firms **must be certified with CMS as BEP certified vendors at the time of bid or offer.**
4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the College deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subcontractor or supplier.
5. **Calculating BEP Certified Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all BEP certified vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by BEP certified vendors, by subcontractors or suppliers to such vendors, is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:
 - 5.1 The value of the work actually performed or goods/equipment provided by the BEP certified vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the BEP certified vendor, including supplies purchased or equipment leased by the BEP certified vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.
 - 5.2 A vendor shall count the portion of the total dollar value of the BEP contract equal to the distinct, clearly defined portion of the work of the contract that the BEP certified vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other BEP certified vendor. Work performed by the non- BEP certified party shall not be counted toward the goal. **Work that a BEP certified vendor subcontracts to a non-BEP certified vendor will not count towards the goal.**
 - 5.3 A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a BEP certified vendor manufacturer, BEP certified regular dealer, or BEP certified supplier. A Vendor shall count toward the goal the following expenditures to BEP certified vendors that are not manufacturers, regular dealers, or suppliers:
 - 5.3.1 The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by College to be reasonable and not excessive as compared with fees customarily allowed for similar services.

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
Respondent Name

of our bid or offer in accordance with the requirements of the BEP Program Status and Participation section of the solicitation for Surveillance Cameras for College of DuPage, Bid Number 2019-B0001. We understand that all subcontractors must be certified with the CMS BEP Program at the time of submission of all bids and offers. **We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.**

Vendor submits the following statement:

- Vendor is a BEP certified firm and plans to fully meet the goal through self-performance.
- Vendor has identified BEP certified subcontractor(s) to fully meet the established goal and submits the attached executed Letter(s) of Intent; or
- Vendor has made good faith efforts towards meeting the entire goal as indicated on the attached Utilization Plan, or a portion of the goal, and hereby requests a waiver (complete checklist below).

Vendor's person responsible for compliance with this BEP goal:

Name: _____ Title: _____

Telephone: _____ Email: _____

DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE GOAL AND REQUEST FOR WAIVER

If the BEP participation goal was not achieved, the vendor must provide documented evidence of good faith efforts to achieve the goal.

Below is a checklist of actions that will be used to evaluate a Vendor's Demonstration of Good Faith Efforts and Request for Waiver. **Please check the actions which you completed.** If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed description of such efforts. The College reserves the right to review and audit the results of the vendor's efforts as described below.

- Utilize the Sell2Illinois website: www2.illinois.gov/cms/business to identify BEP certified vendors within the respective commodity/service codes denoted above and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.
- Solicit through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of BEP certified vendors that have the capability to perform the work of the contract. Vendor must solicit this interest within sufficient time to allow the BEP certified vendors to respond to the solicitation. Vendor must determine with certainty if the BEP certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal. Vendor must provide interested BEP certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
- Select portions of the work to be performed by BEP certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP certified vendor participation, even when Vendor might otherwise prefer to perform these work items with its own forces.
- Make a portion of the work available to BEP certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate BEP certified vendor participation.
- Negotiate in good faith with interested BEP certified vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of BEP certified vendors that were considered and an explanation as to why an agreement could not be reached.
- Thoroughly investigate the capabilities of BEP certified vendors and not reject them as unqualified without sound reasons.
- Make efforts to assist interested BEP certified vendors in obtaining lines of credit or insurance as required by the College.
- Make efforts to assist interested BEP certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

6.0 CERTIFICATIONS **Required**

IMPORTANT: All bidders are required to complete and sign this form. Completed form must be returned with bid no later than the advertised bid deadline. Failure to return this completed form may result in disqualification of bid.

THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COLLEGE LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

- A. Prevailing Wage Act. To the extent required by law, Contractor shall not pay less than the prevailing wage as established pursuant to an Act Regulating the Wages of Laborers, Mechanics, and Other Workman employed under Contract for Public Workers 820 ILCS 130/1 *et seq.* Our company certifies that it is eligible for bidding on public contracts and has complied with section 11a of the Prevailing Wage Act, 820 ILCS 130.01-12. **Yes** _____ **No** _____
- B. Human Rights Act. To the extent required by law, Contractor shall abide by the Illinois Human Rights Act, 775 ILCS 10/0.01 *et seq.*
- C. Drug Free Workplace. To the extent required by law, Contractor shall abide with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 *et seq.*
- D. Sexual Harassment Policy. Contractor represents by the signing of this agreement that it has a written sexual harassment policy that is in accordance with 775 ILCS 5/2-105 (A) (4).
- E. Non-debarment. By executing this agreement Contractor certifies that it has not been debarred from public contracts in the State of Illinois for violating either 33E-3 or 33E-4 of the Public Contracts Act, 720 ILCS 5/33E-1 *et seq.*
- F. Fair Employment Practice: Company is in compliance with all State and Federal laws regarding Fair Employment Practice as well as all rules and regulations. **Yes** _____ **No** _____
- G. Our company has an Equal Employment Opportunity and Affirmative Action Program which complies with Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and the Rehabilitation Act of 1973.
Yes _____ **No** _____
- H Our company certifies that it is eligible for bidding on public contracts and is not in violation of either paragraph 33E-3 or 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: _____

7.0 SIGNATURE PAGE **Required**

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.

Company Name: _____ Owners/Principal(s)
Name(s)/Title(s): _____

Vendor Address: _____ City, State, Zip: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Signature

Bidder/Company Official: _____ Date: _____