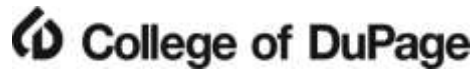


**BIDDER:** \_\_\_\_\_



**COMMUNITY COLLEGE DISTRICT NO. 502**

**Phased Furniture and Equipment Moving Services for General Counsel/Audit Offices  
Remodel Project**

**BID NUMBER: 2017-B0018**

**BIDS DUE: Monday, November 14, 2016, at 2:00pm CST**

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 1540  
425 FAWELL BLVD.  
GLEN ELLYN, ILLINOIS 60137**

**Bid No. 2017-B0018**



**Purchasing Department**

425 Fawell Boulevard  
Glen Ellyn, Illinois 60137-6599  
<http://www.cod.edu>  
PHONE (630) 942-2217  
FAX (630) 942-3750

October 27, 2016

**INVITATION TO BID**

Sealed bids for Phased Furniture and Equipment Moving Services for the General Counsel/Audit Offices Remodel Project will be received by the College of DuPage, District 502, at the office of the Purchasing Manager, Berg Instructional Center (BIC) Building, Room 1540, 425 Fawell Blvd., Glen Ellyn, IL 60137, until **2:00pm CST, Monday, November 14**, 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.

Site visits with the Project Manager will be held November 3, 2016 at 10:00am *and* November 4, 2016 at 10:00am in the Student Resources Center (SRC) at 425 Fawell Blvd, Glen Ellyn IL 60137. Please meet in front of Room SRC 1110. A site visit is not mandatory, but highly recommended. You do not need to attend both site visits, please select one of the dates if you choose to attend.

Any bid received after the date and time stated above will be returned unopened. College of DuPage shall not be responsible for bids that are not received at the specific office location indicated above by the stated deadline. It is solely the bidder's responsibility to ensure that adequate time is allowed for timely and accurate delivery.

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

The award 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 on bid specifications are used for identification purpose only.

No bid shall be withdrawn for a period of ninety (90) days after the bid opening date without the consent of the College.

## LEGAL NOTICE

### BID NOTICE

#### No. 2017-B0018

The College of DuPage is accepting sealed bids for Phased Furniture and Equipment Moving Services for the General Counsel/Audit Offices Remodel Project. Bid documents may be downloaded from the Purchasing Website at [www.cod.edu/about/purchasing/requests/](http://www.cod.edu/about/purchasing/requests/) by clicking on the link for this bid and following the instructions. Bids are due to the Purchasing Department up to and no later **2:00 p.m. CST Monday, November 14 2016**, at which time they will publicly opened. College of DuPage Board of Trustees Reserves the right to reject any and all responses. This invitation is issued in the name of the Board of Trustees of College of DuPage, Community College District 502, Glen Ellyn, Illinois.

Site visits with the Project Manager will be held November 3, 2016 at 10:00am *and* November 4, 2016 at 10:00am in the Student Resources Center (SRC) at 425 Fawell Blvd, Glen Ellyn IL 60137. Please meet in front of Room SRC 1110. A site visit is not mandatory, but highly recommended. You do not need to attend both site visits, please select one of the dates if you choose to attend.

**2016-B0017 Moving Services**

**ADDENDUM**

**November 9, 2016**

**This signed addendum is required to be turned in with your sealed bid.**

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

**Clarifications on Archives Moves**

Vertical Storage Racks - Bidders are advised that they will need to deliver two "speed carts" early in Phase 1 Archives move so that the Archivists can pack the contents of the racks ( see photo below ) into them. The Archivists will, transport those carts to a nearby storage closets, and use those carts as temporary storage for several months until Phase 2 of the move (moving Archives from 2<sup>nd</sup> floor back to 3<sup>rd</sup> floor) begins, at which time the carts will be returned to the moving company. Movement of these vertical storage racks is not in the scope of this bid package.



The scope of work excludes packing and moving of the blue binders shown on this set of shelves. The Archivist will



pack and move these binders.

For the Archivists Office, Computers and phone will be moved by internal staff. All other contents will be packed/moved/unpacked by the Bidder.

**Clarifications on Moves from Area A**

Area A items are no longer being delivered to one space, rather they are separated in 3 to benefit the user group. Reference Revised Exhibit A, E1 and J, and new Exhibits C1, C2 and C3.

**Clarifications on Alternate 1**

For Alternate 1, Bidders should assume moving all furniture, **furniture only**, to area B. ( computers, phones, smart printer, contents of desks and personal items, etc will already be relocated by internal staff). Whiteboards on walls remain in the room, not in scope.

**Exhibits:**

Please discard the following *original* exhibits: A, E1 and J. **The replacement exhibits are attached herein.**

Three new exhibits are being added, Exhibit C1, C2, and C3. **These are attached to this addendum.**

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

This signed Addendum is required to be returned with your Bid no later than the due date set forth in the Invitation to Bid

**\*\*Bids/Proposals with missing/incomplete signed addenda, Certifications Page, Signature Page, or Conflict of Interest and Non-Collusion Forms are considered incomplete, and will be rejected.**

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](mailto:purchasing@cod.edu) no later than the scheduled bid deadline. We will make sure it accompanies your bid.

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

I HAVE RECEIVED ADDENDUM #1 \_\_\_\_\_

Authorized Signature

FIRM NAME & ADDRESS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Sincerely,  
*Purchasing Department*  
*College of DuPage*  
*425 Fawell Blvd. BIC 1540*  
*Glen Ellyn, IL 60137*  
*630-942-2576*



### Summary Table of Areas of Move Scope, Move Schedule and Logistics, Project Phasing and Base Bid Versus Alternates

This document defines Areas of work, delineates which areas are in the base bid versus Alternate 1, which areas are in Phase 1 (December 2016) versus Phase 2 (April 2017), general description of the moving scope, and provides comments regarding the schedule requirements.

Bidders must review this table in conjunction with drawing Exhibits A thru I to understand the basic scope in each area along with logistics of material movement in the SRC building.

Area	Scope	Phase	Description of Scope	Schedule Comments
Area A	Base Bid	One	SRC 1112 Storage, the contents here move to Area C, a designated area in SRC 1159 Storage, <b>C1 a designated area in SRC 1135, and C2, a designated area in SRC 1122 (see Exhibit A and Exhibit C and Exhibit C1 and Exhibit C2 and E1)</b>	Areas A,B,C and G don't have a specific date that the move must take place. These moves must be coordinated with the College staff, but can take place anytime between start of contract ( anticipated as first week of December ) and January 20 2017.
Area B	Alternate 1	One	a designated area in SRC Storage 1159, this area temporarily stores workstations, chairs and office files that are moved down from Area G. (See Exhibit B/C)	
Area C	Base Bid	One	a designated area in SRC Storage 1159, this area receives <b>some of the contents from Area A (See Exhibit A and Exhibit B/C)</b>	
Area C1	Base Bid	One	<b>a designated area in SRC Storage 1135, this area receives some of the contents from Area A (See Exhibit A and Exhibit C1 and Exhibit C3 and Exhibit E1)</b>	
Area C2	Base Bid	One	<b>a designated area in SRC Storage 1122, this area receives some of the contents from Area A (See Exhibit A and Exhibit C2 and Exhibit E1)</b>	
Area D	Base Bid	One	SRC 2032, the contents relocated from Area F are re assembled in this room. (see Exhibit D)	This is the time sensitive portion of Phase 1 with strict deadlines. The physical move From Area F begins Dec 15 2016. Area D must be set up ready for operations end of day December 20 2016. Bidder is expected to work with the Archivist in advance of Dec 15 to organize the move.
Area E	Base Bid	One/Two	SRC Freight Elevator, runs from floors 1 to 3, Bidder uses this car for vertical movement in Phase 1 and Phase 2, See Logistic Maps, Exhibits E1 thru E6	Bidder should assume that they have full use of the freight car during scheduled move days. However, if the College schedules use of car in advance, Bidder will accommodate.
Area F	Base Bid	One	SRC 3018, the contents of this room is relocated to Area D (see Exhibit F,G)	This is the time sensitive portion of Phase 1 with strict deadlines. The physical move From Area F begins Dec 15 2016. Area D must be set up ready for operations end of day December 20 2016. Bidder is expected to work with the Archivist in advance of Dec 15 to organize the move.
Area G	Alternate 1	One	SRC 3118, the contents here are relocated to Area B (see Exhibit F,G)	see schedule note areas A,B,C
Area H	No Scope	NA	New Office Suites ( no move work here, See Exhibit H/I)	No Scope
Area I	Base Bid	Two	New Archives. After remodel is complete, contents of Area D, are relocated and reassembled in this space (see Exhibit H/I)	This move takes place after construction of the New Archives space is complete. This is tentatively scheduled for the 1st week in April, but subject to change. Bidder hold price once move date is determined. College will give minimum two weeks notice of actual move date once it can be determined

ADDENDUM 1 EXHIBIT J



GROUND LEVEL  
DOCK  
TEMPORARY  
LOADING /  
UNLOADING OF  
EQUIPMENT,  
SUPPLIES &  
TOOLS

AREA  
C2

AREA  
C1

RED LINE  
INDICATES  
APPROVED  
HAULING  
ROUTE,  
EXHIBIT 1 TRU  
E4

PH1 - DEC 2014

Student Resource Center (SRC)  
First Floor Plan  
SCALE: NTS  
MAY 26, 2016



BID 2017 00018 - ADDENDUM 1

EXHIBIT E1



CORRIDOR

13991

NOTE 1

SHELVING, CABINETS & CONTENTS ARE RELOCATED TO THIS AREA FROM SRC 1112

SEE NOTE 1

STORAGE

1135A

ELEV EQUIP

1162

ELEVATOR #2

CORRIDOR

C102

CORRIDOR

13102

- 1
- 2
- 3
- 4
- 5

18x36x72

18x36x72

18x36x72

18x36x72

18x36x72

12x31x72

12x35x72

12x36x72

12x48x83

SEE NOTE

EXHIBIT

C3

RE: MULTI-LEVEL SHELVES

SEE NOTE 1

wheeled cart 18x39

20x63x29.5 (2) 2dr laterals below

wheeled cart 25.5x45

COORD

1111M

BOOK STORAGE

1135

EXHIBIT C1

BID 2017-00018 ADDENDUM 1

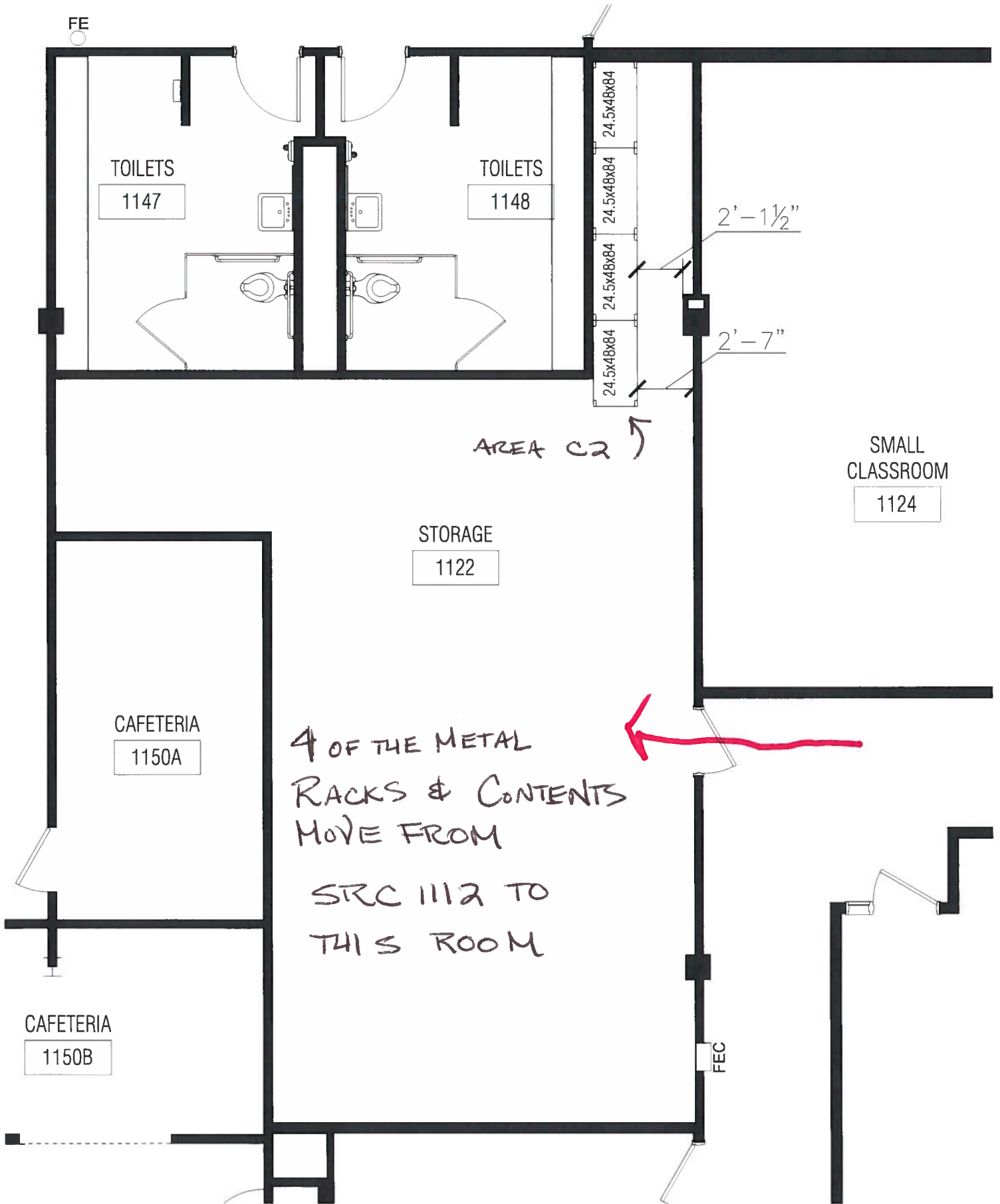


EXHIBIT C2

THE CONTENTS  
OF THESE SHELVES,  
CABINETS/RACKS  
WILL BE MOVED  
TO THE 5 MULTI-  
LEVEL SHELVES  
IN BOOK STORAGE  
1135 (EXHIBIT C1  
NOTE)

THEN, THESE  
SHELVES, CABINETS/  
RACKS WILL BE  
MOVED TO

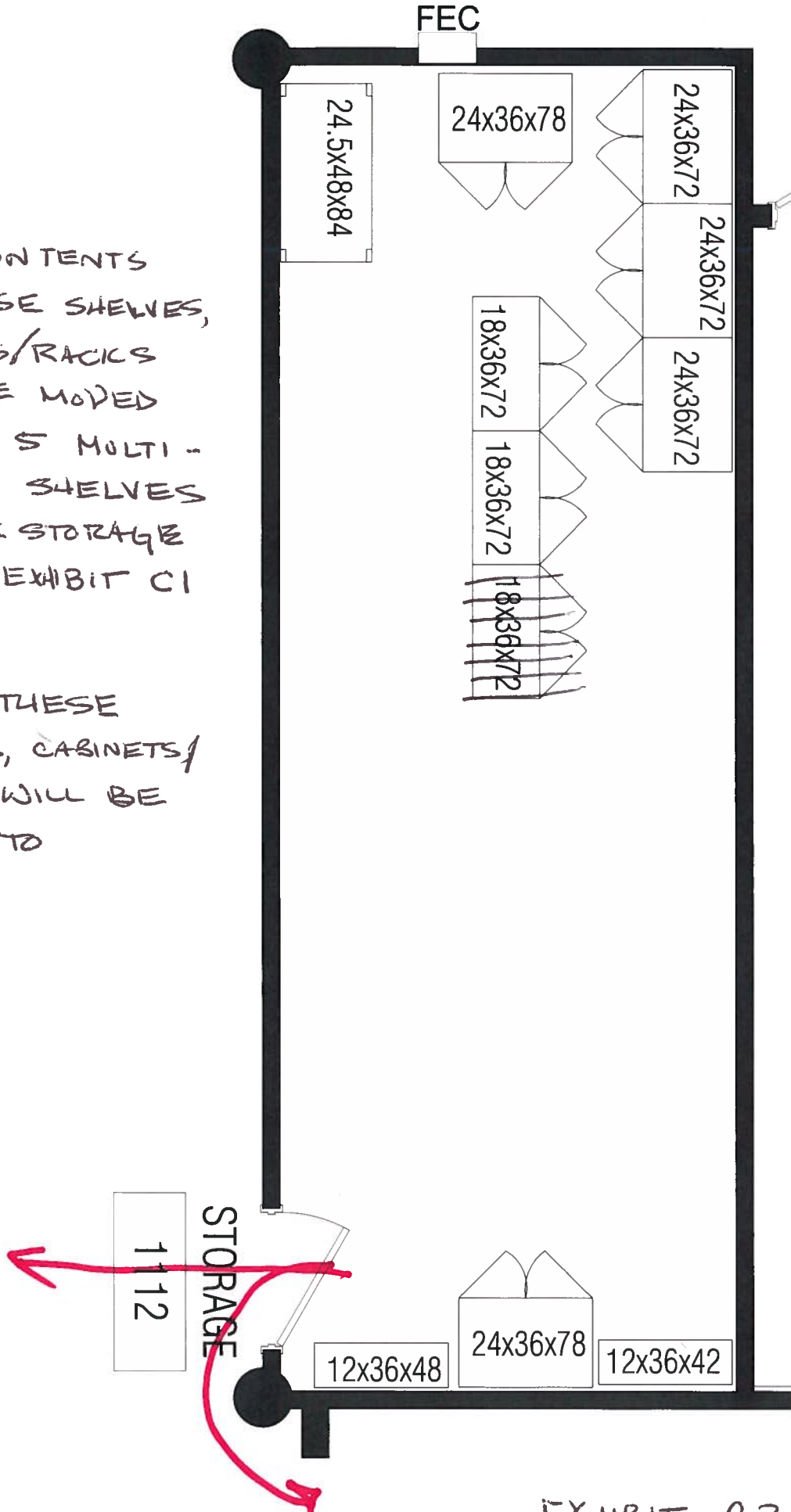


EXHIBIT C3

## BID SUBMISSION CHECKLIST

### Critical 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 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 Section 2.3 Requests for Information/Clarification, 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. Bids will not be accepted if addenda is not signed/acknowledged.
6.  **Review and read the Bid document again to make sure you have addressed all requirements.** Your original response and the requested electronic copy must be identical and be complete. Bids will not be accepted if Sections 5, 6, and 7 are not complete. (Please note there are two (2) signature lines in Section 7 that must be signed.)
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 – 10/28/2016
  - Questions Due – 11/8/2016 11:00AM CST
  - Bids Due – 11/14/2016 2:00PM CST
  - Target Board Approval Date (if Board approval is required) –12/15/2016
  - Purchase Order issued once contract is fully executed and all required documentation is on file.

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## **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.

## **1.9 CONSIDERATION OF BIDS**

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

## **1.10 COMPETENCY OF BIDDER**

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

## **1.11 BIDDER WARRANTIES**

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

## **1.12 PAYMENT REMITTANCE**

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

## **1.13 CASH BILLING DISCOUNTS**

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

## **1.14 LOCAL BUSINESS PREFERENCE**

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

## **1.15 EQUAL EMPLOYMENT OPPORTUNITY**

In the hiring of employees for the performance of work under the Contract and any subcontract thereunder, no Contractor or Subcontractor shall, by reason of race, color, sex, religion, national origin, ancestry, age, marital status, disability, unfavorable military discharge or sexual orientation discriminate against any citizen of the United States, in the employment of Labor or workers, who are qualified and available to perform work to which the employment is

related. Neither shall any Contractor or Subcontractor, or any person on behalf of either, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, color, sex, religion, national origin, ancestry, age, marital status, disability, unfavorable military discharge or sexual orientation.

***1.16 TAX EXEMPTION***

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

***1.17 HOLD HARMLESS CLAUSE***

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

***1.18 INSURANCE***

Insurance requirements for this project are described in Exhibit L

**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.

### **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](mailto:purchasing@cod.edu) no later than **Monday November 8, 2016 11:00am CST**. Questions for which answers are provided will be communicated to all registered recipients of bid documents via addendum. All issued addenda must be signed and returned to the College as per the instructions in the addenda or bid will not be accepted.

### **2.4 SUBMISSION OF BIDS**

All Bidders shall submit:

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

Bids shall be submitted in a sealed envelope and be delivered them to Purchasing Manager, College of DuPage, BIC Building - Room 1540, 425 Fawell Blvd., Glen Ellyn, Illinois 60137 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, subject matter of Bid, 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](mailto:purchasing@cod.edu).

## **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 1540, 425 Fawell Blvd., Glen Ellyn, Illinois 60137, or [purchasing@cod.edu](mailto: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 within fourteen (14) calendar days after service of the Notice of Award. The Surety issuing the Performance and Payment Bond must have a general rating of "A" and shall be a Class V or higher in the financial size category as defined by Best's Key Rating Guide-Property and Casualty.

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

## **END OF SECTION**



### **3.0 BID SPECIFICATIONS**

#### **3.1 SCOPE OF WORK**

##### **Background**

The College is remodeling a section of the SRC 3<sup>rd</sup> floor Library, which will include a spin off project in the SRC 1st floor Continuing Education area. In order to construct these spaces, existing equipment, furniture and materials (FFEM) will need to be relocated before and after construction. Relocation not only includes moving boxes of loose items, but also includes disassembly of FFEM items like workstations, tables, shelving, storage racking, etc. and where necessary, reassembly. Computers and phones and not included in this move scope.

##### **Clarifications**

In addition to the scope clarifications below, Exhibits that follow these specifications define the work. Exhibits A thru K are intended to be read and understood as encompassing the overall move plans between the floor and phases, and should be reviewed concurrently to form a complete cohesive understanding of the scope of this bid package. Please note, while the College has provided EXHIBITS A, F and G that intend to represent graphically the contents of existing materials, these are provided as diagrammatic in nature, and should not be relied upon as full inventory of contents to be moved. The Bidder will be responsible for relocation of all contents of the spaces defined, represented or not on the EXHIBITS, therefore attendance to at least one of the two scheduled area walk-thrus is highly recommended so Bidder includes all contents of the rooms included in the move scope.

Bidders will provide all goods and services necessary to pack, disassemble where required, transport, reassemble where required, unpack, and replace items in shelves, drawers on desktops, etc. as a part of this moving scope.

Bidders understand that the Phase 1 movement of the Archives department from Area F to Area D will begin at 8:00 am December 15<sup>th</sup> and will complete no later than end of day, December 20, 2016.

Bidders understand that other areas in Phase 1 material movement are not required to be moved at the same time as the Archives department. So long as the move is coordinated in advance with the College, these materials can be moved anytime between the execution of the contract and January 19, 2017.

This bid package has two phases of mobilization. These are delineated on Exhibit K.

This bid package has both a Base Bid and one Alternate. These are delineated on Exhibit K.

Alternate 1 relocates all furniture in located in Area G to Area B. Aside from the basic move, this alternate requires disassembly of six work stations in Area G and relocating them in an organized fashion (dissembled) to Area B. This is an additive alternate, which may, at the College's discretion, be added to the contract prior to December 9, 2016.

Bidder is aware that in Area F, there are six storage units that are too large to fit thru the door opening, so they will remain in this room, the contents however are to be moved by the Bidder to Area D. The Bidder will provide a temporary racking system, acceptable to the College for these items, in Area D.

Bidder is aware that in Area F, there are six horizontal storage units for flat filing. During relocations of these units, the contents of the drawers will be removed by Bidder, transported separately to destination, then reinserted in drawers.

Bidder is aware that storage units moved and reinstalled are to be installed so that units are set plumb and square, and where required, attached firmly to existing walls or joined together so that there are no concerns of units toppling during daily use. .

Insurance required under this BID is found in the sample contract attached as EXHIBIT L.

**4.0 BID FORM**

2017-B0018 Phased Furniture and Equipment Moving Services for General Counsel / Audit Offices  
Remodel Project

FIRM NAME, CONTACT NAME and PHONE NUMBER

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

The below prices include all stipulations and requirements of Addenda No(s).\_\_\_\_\_.

Proposes to furnish all labor, materials, equipment and services as required to satisfactorily complete all work described here in as required for phased moving scope as described in the Bid Specifications.

**BASE BID**

Phased Moving Scope – Base Bid Lump Sum Bid	\$
---	----

**ALTERNATE 1**

An Alternate Price shall include all costs associated with the changes, omissions, additions or other adjustments to the Work of this bid package (Contract) which are described in the Alternate, or are reasonably inferable there from. Claims for extras resulting from changes caused by the acceptance or rejection of any Alternate will not be allowed. Alternate Prices shall also include all costs of overhead, profit and bonds associated with the work of the Alternate, whether additive or deductive.

The Drawings, Specifications and other Contract Documents shall be considered appropriately modified by either the acceptance or rejection of the various Alternates. The College of DuPage expressly reserves the right to accept or reject any, or all, Alternate Prices, prior to or after award. Acceptance or rejection of any Alternate does not relieve the Bidder of timely completion of the Work within the time periods indicated.

Phased Moving Scope – Alternate 1 – ADD to Base Bid	\$
---	----

Submitted by: \_\_\_\_\_ (printed)

Submitted by: \_\_\_\_\_ (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** \_\_\_\_\_
- 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, 720ICLS 5 with regards to bid rigging/bid rotating..  
**Yes** \_\_\_\_\_ **No** \_\_\_\_\_
- I When required by law, the bidder and all bidder's subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training as required by Illinois Public Act 093-0642.

**ADVICE**

MINORITY/WOMAN-OWNED, DISADVANTAGED BUSINESS? YES \_\_\_\_\_ NO \_\_\_\_\_. If yes, please attach copy of certification and advise certification number and expiration date below:

STATE NEGOTIATED BID/ COOPERATIVE AGREEMENT: YES \_\_\_\_\_ NO \_\_\_\_\_ Contract No. \_\_\_\_\_

Name of Certifying Entity: \_\_\_\_\_

Certification #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

**6.0 SIGNATURE PAGE \*\*Required\*\***

**IMPORTANT:** All bidders are required to complete and sign this form. Completed form must be returned with bid to [purchasing@cod.edu](mailto:purchasing@cod.edu) no later than the advertised bid deadline. Failure to return this completed form may result in disqualification of bid.

Check One:

**SOLE PROPRIETOR**     **PARTNERSHIP** (and/or JOINT VENTURE)     **LIMITED LIABILITY COMPANY**

**CORPORATION**

The undersigned acknowledges receipt of a full set of Bid Documents and Addenda Numbers \_\_\_\_\_ (None unless indicated here). **All issued addenda must be signed and returned to the College as per the instructions in the addenda or bid will not be accepted.**

The undersigned makes the foregoing Bid subject to all of the terms and conditions of the Bid Documents. The undersigned certifies that all of the foregoing statements of the Vendor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this Bid are true and correct. Upon award and execution of this Contract by the College of DuPage Board of Trustees, the undersigned agrees that execution of this Bid shall stand as the undersigned's execution of this Contract.

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

CELLULAR TELEPHONE NUMBER: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

AUTHORIZED SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Subscribed to and sworn before me this

\_\_\_\_\_ Day of \_\_\_\_\_, 2016.                      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.

Company Name: \_\_\_\_\_ Owners/Principal(s) Name(s)/Title(s): \_\_\_\_\_

Vendor Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature  
Bidder/Company Official: \_\_\_\_\_ Date: \_\_\_\_\_





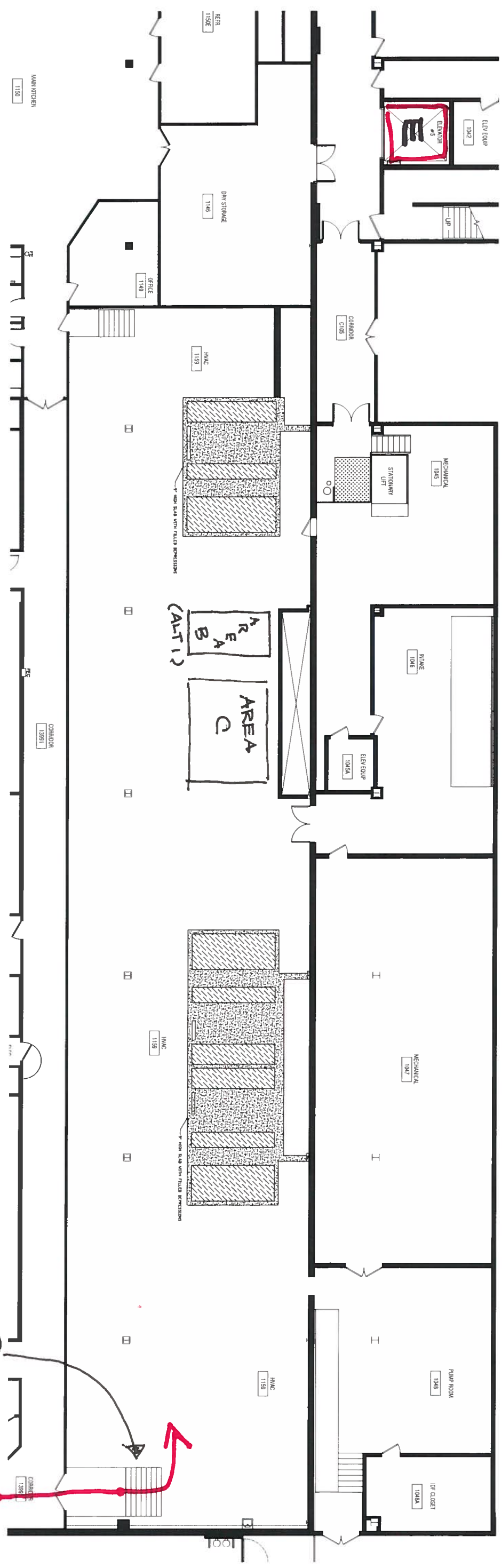


EXHIBIT B/C

EXHIBIT B/C

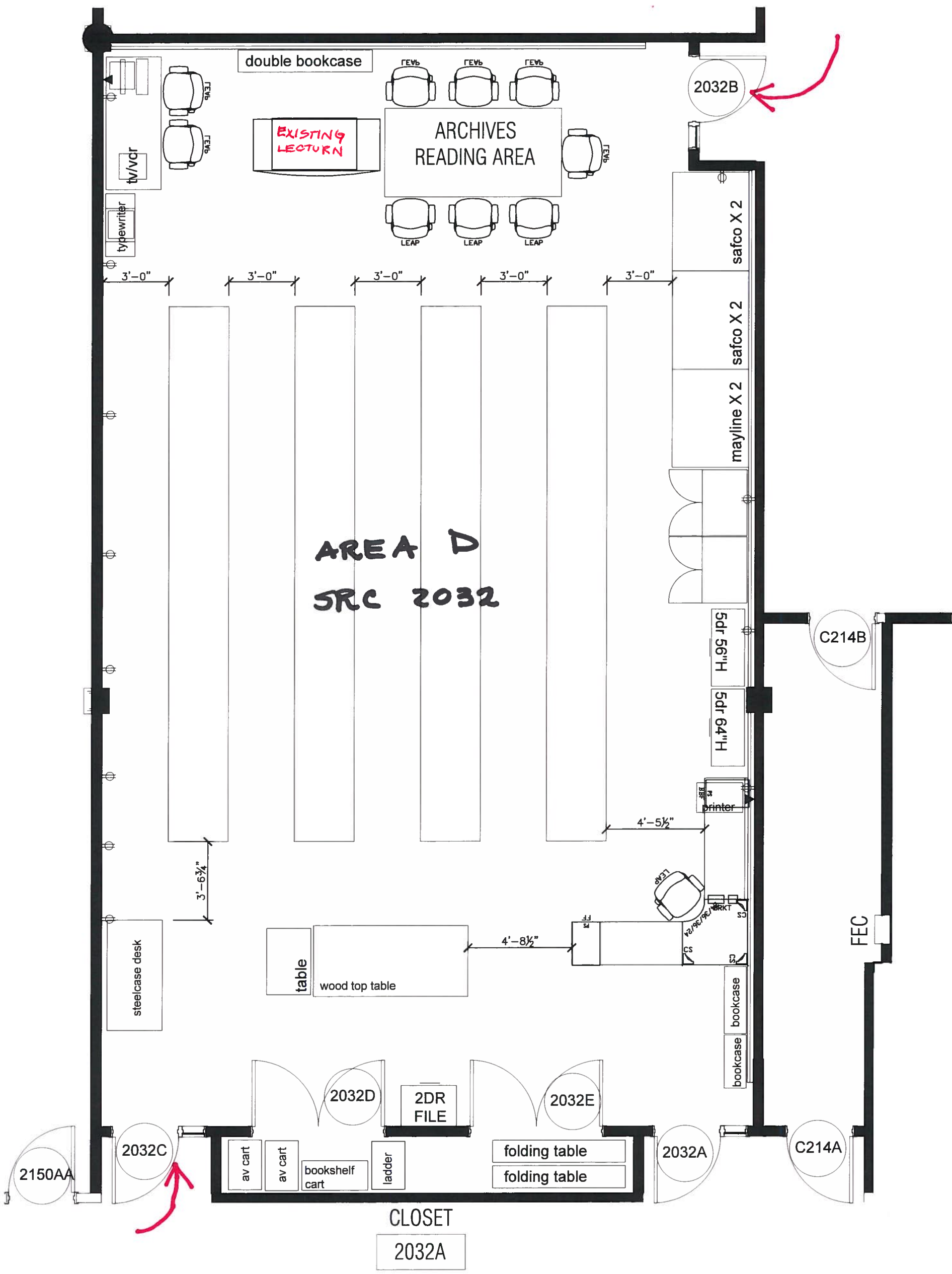
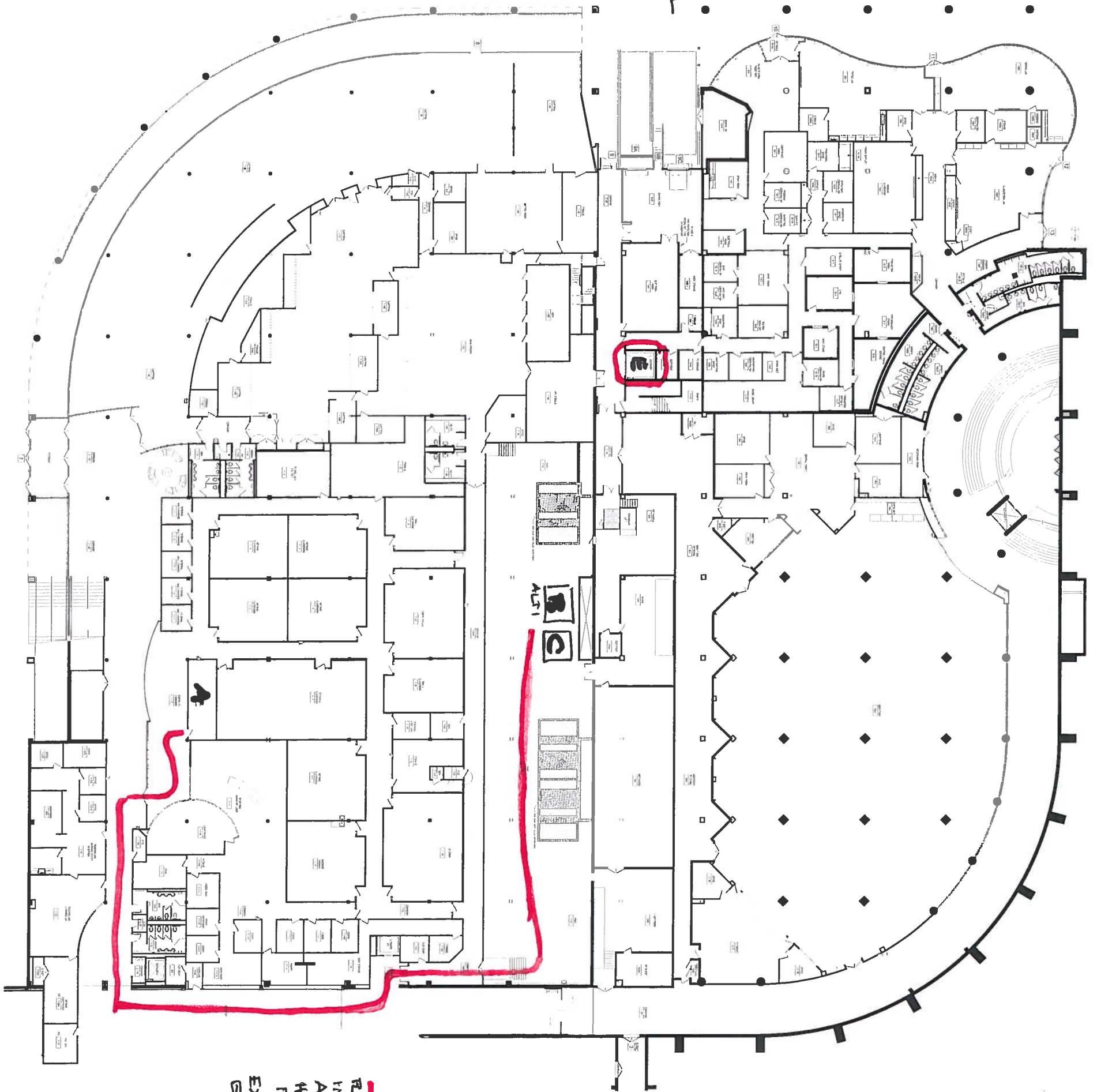


EXHIBIT D

GROUND LEVEL  
DOCK  
TEMPORARY  
LOADING /  
UNLOADING OF  
EQUIPMENT,  
SUPPLIES &  
TOOLS



**RED LINE**  
INDICATES  
APPROVED  
HAULING  
ROUTE,  
EXHIBIT YARD  
Etc

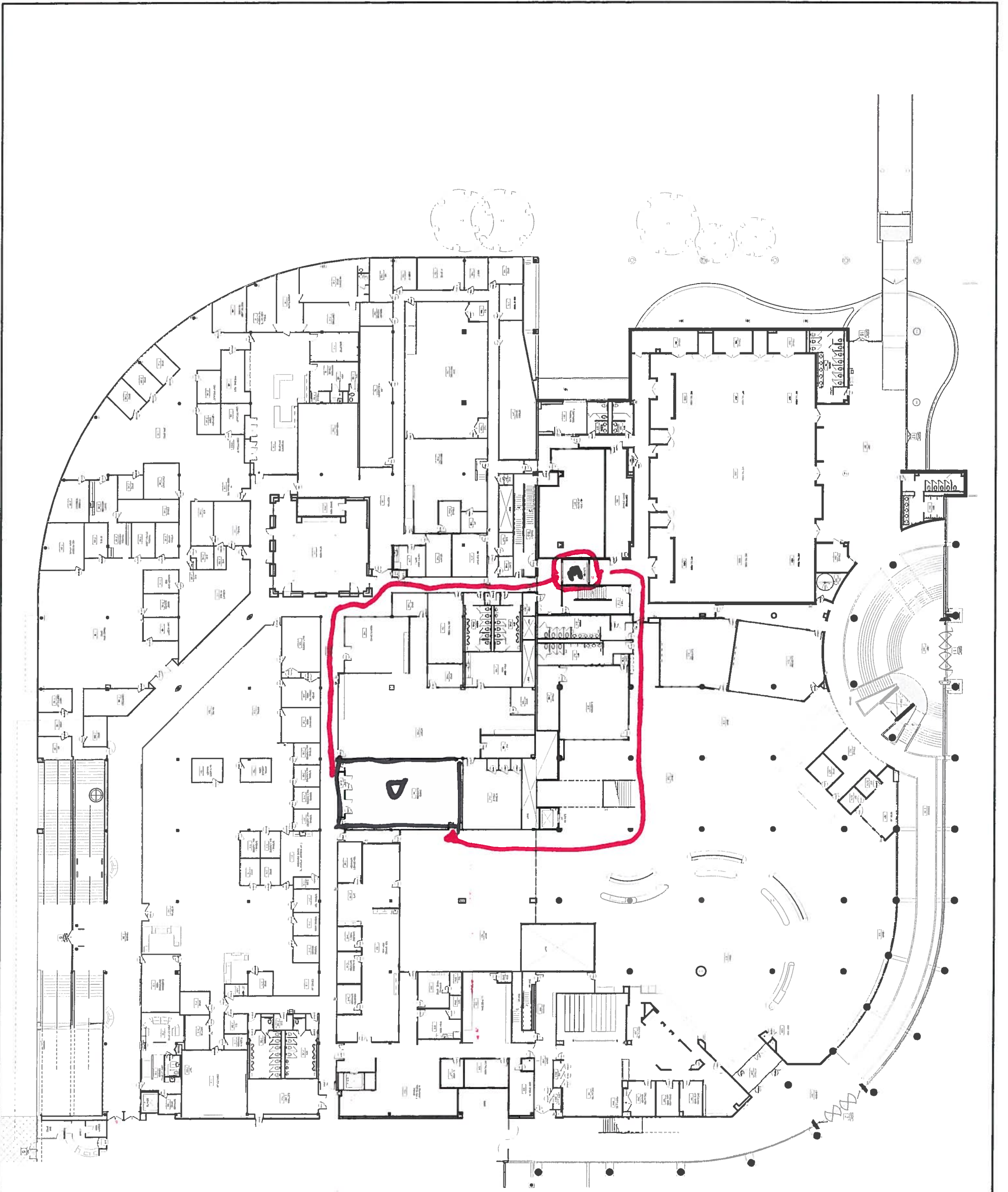
PH1 - DEC 2014

Student Resource Center (SRC)  
First Floor Plan  
SCALE: NTS  
MAY 26, 2016



EXHIBIT E1





BIDDER MAY  
 USE EITHER  
 RED PATHWAY  
 TO TRANSPORT  
 FURNITURE &  
 MATERIALS FROM  
 FREIGHT  
 ELEVATOR

PH1 - DEC 2016

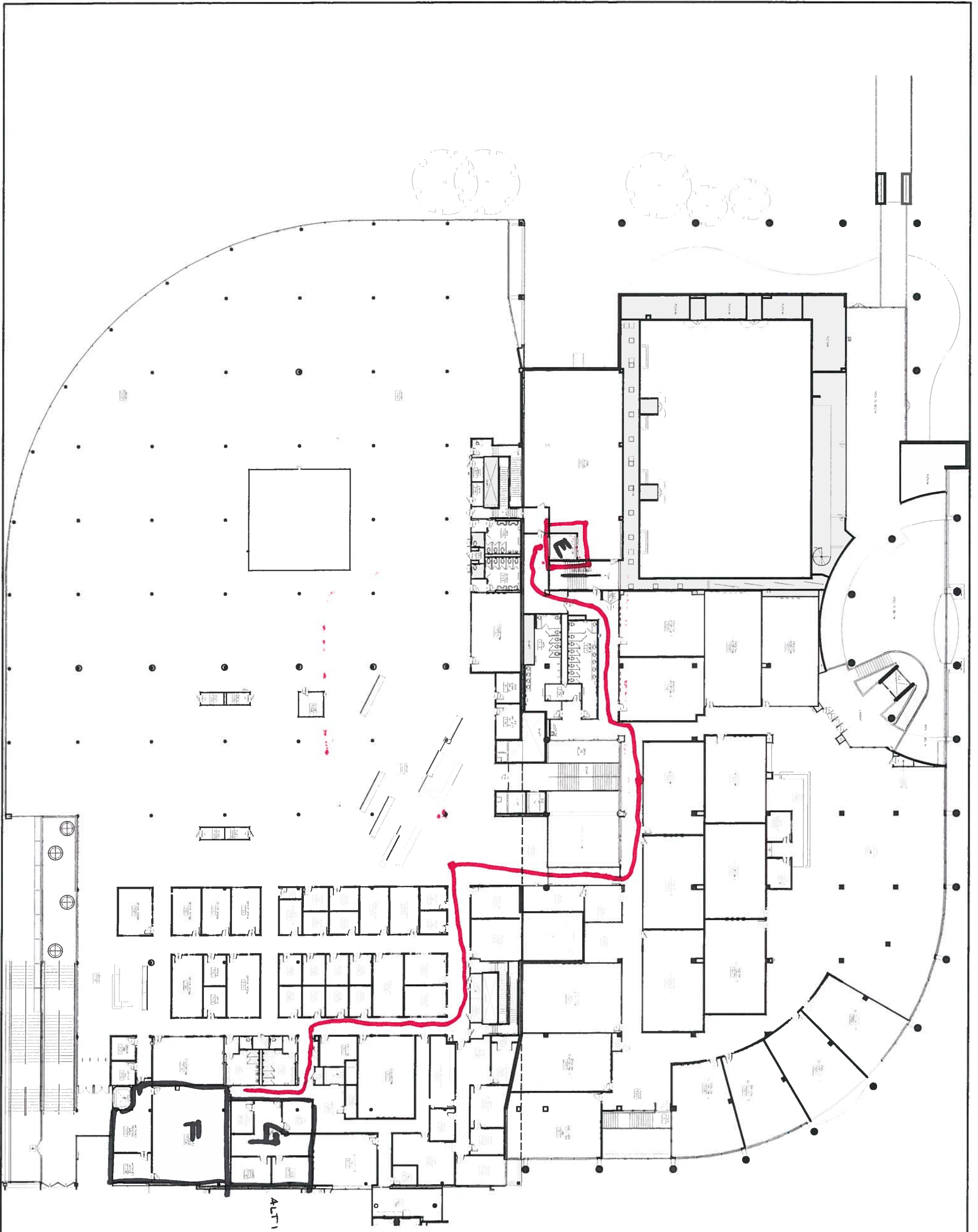
Student Resource Center (SRC)  
 Second Floor Plan

SCALE: NTS  
 JULY 7, 2016



EXHIBIT E2





PH1 - DEC 2014

Student Resource Center (SRC)  
Third Floor Plan

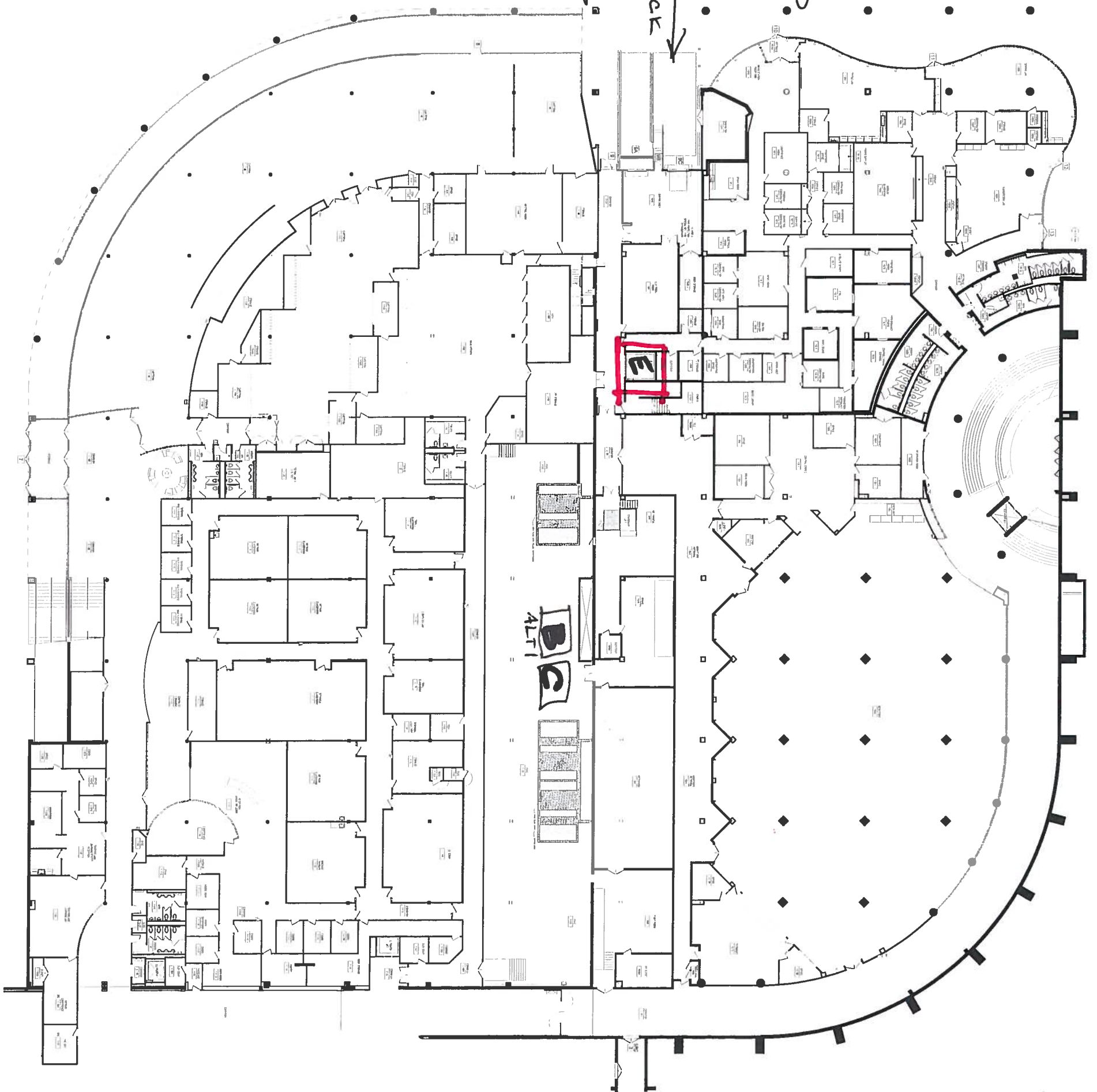
SCALE: NTS  
FEBRUARY 24, 2015



EXHIBIT E3

IN PHASE 2,  
THERE IS  
NO MOVEMENT  
ON THIS FLOOR  
AREAS B & C MOVED  
HERE IN PHASE 1  
PERMANENTLY

AROUND LEVEL DOCK  
TEMPORARY LOADING/  
UNLOADING OF  
EQUIPMENT, SUPPLIES,  
& TOOLS



PH2 APR 2017

Student Resource Center (SRC)  
First Floor Plan  
SCALE NTS  
MAY 26, 2016

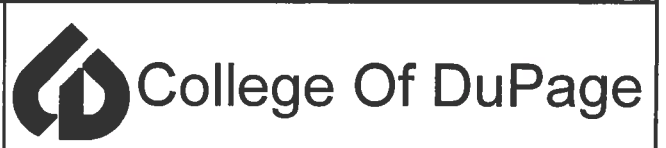
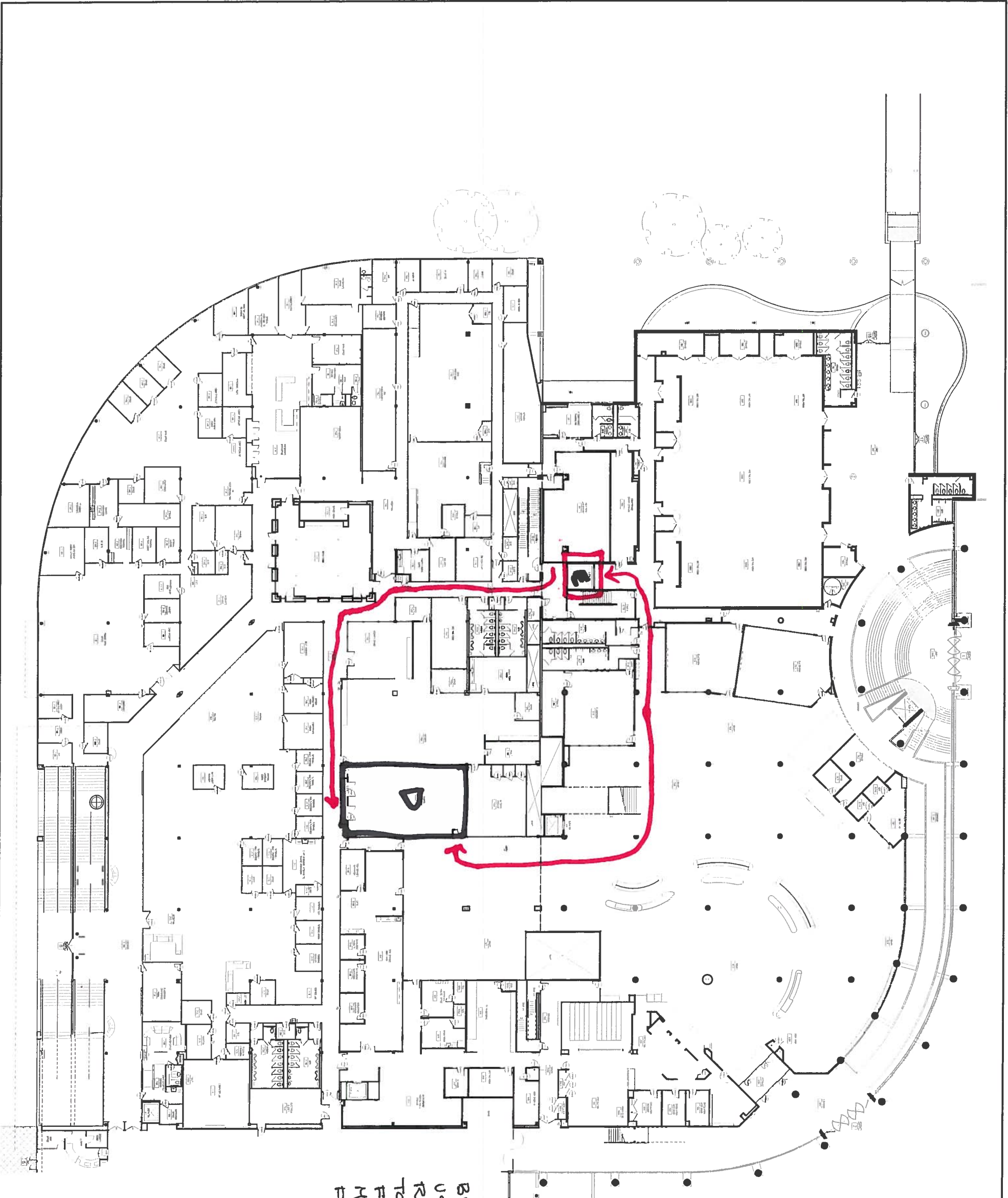


EXHIBIT E4



BIDDER MAY  
 USE EITHER  
 RED PATHWAY  
 TO TRANSPORT  
 FURNITURE &  
 MATERIALS TO  
 FREIGHT ELEVATOR

PH2 APR 2017

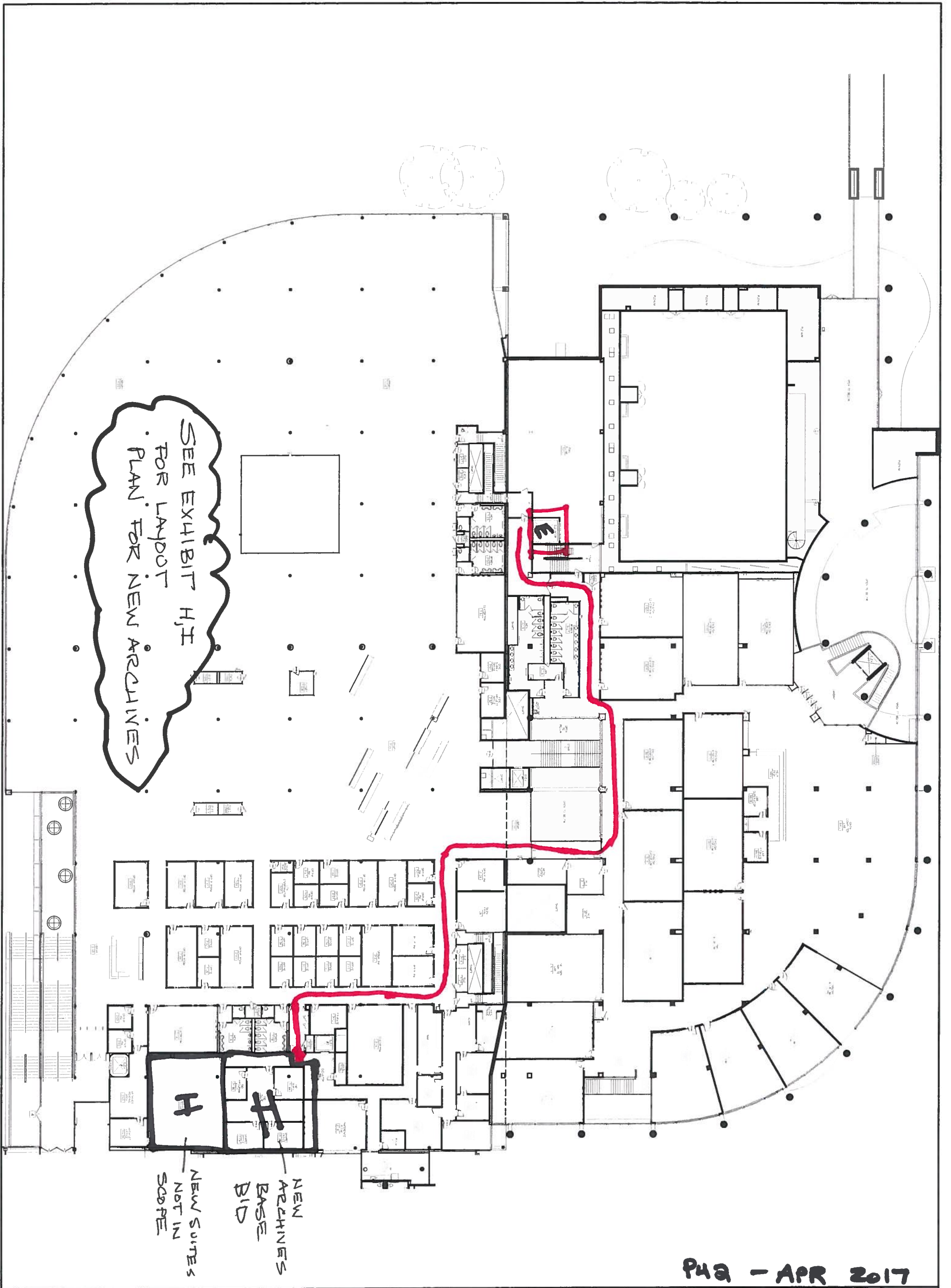
Student Resource Center (SRC)  
 Second Floor Plan

SCALE NTS  
 JULY 7, 2016



EXHIBIT E5





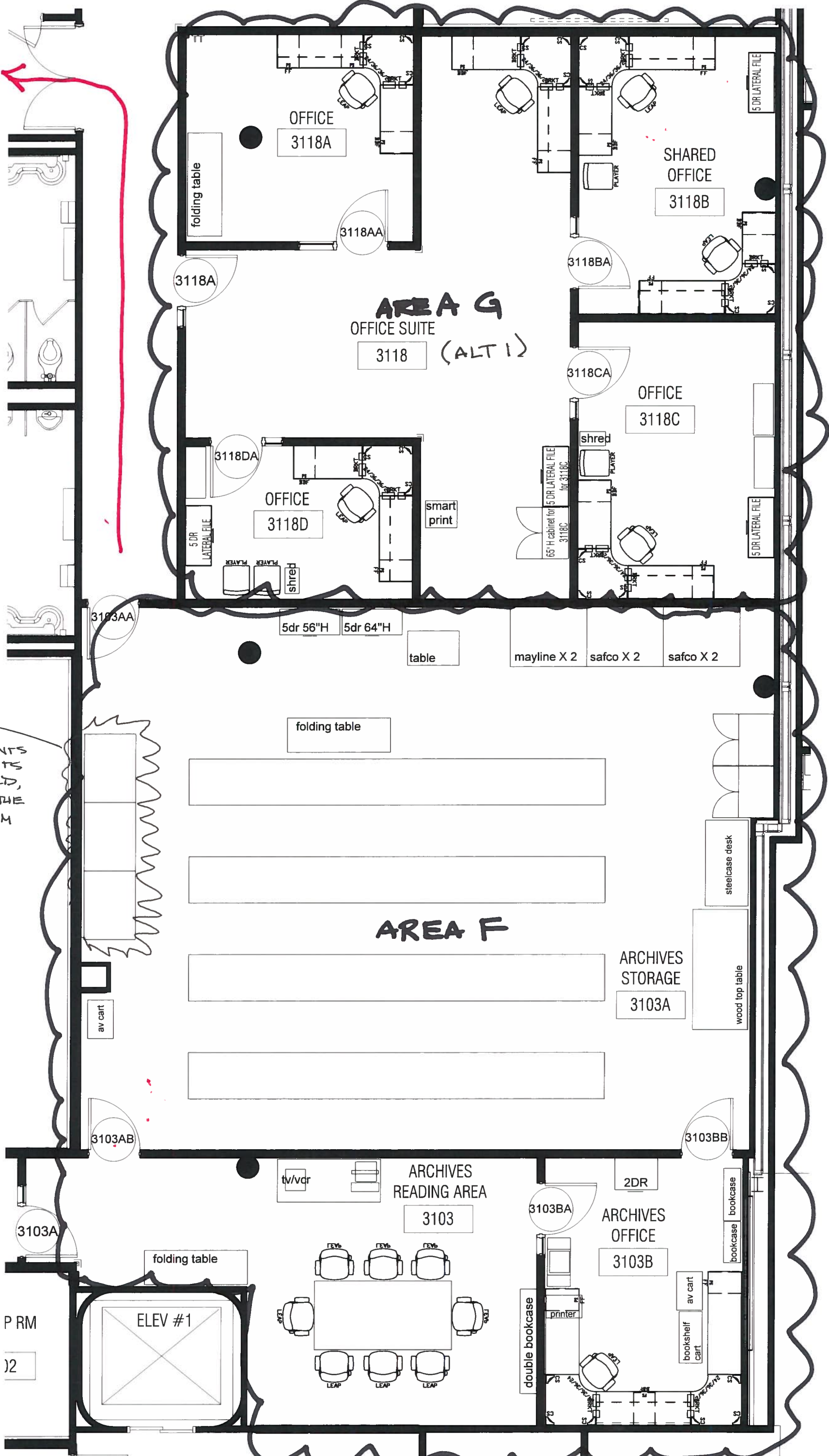
Student Resource Center (SRC)  
Third Floor Plan

SCALE: NTS  
FEBRUARY 24, 2015



PH2 - APR 2017

EXHIBIT E4



THE CONTENTS THESE UNITS GET MOVED, HOWEVER THE UNITS THEMSELVES STAY IN AREA F

EXHIBIT F/4



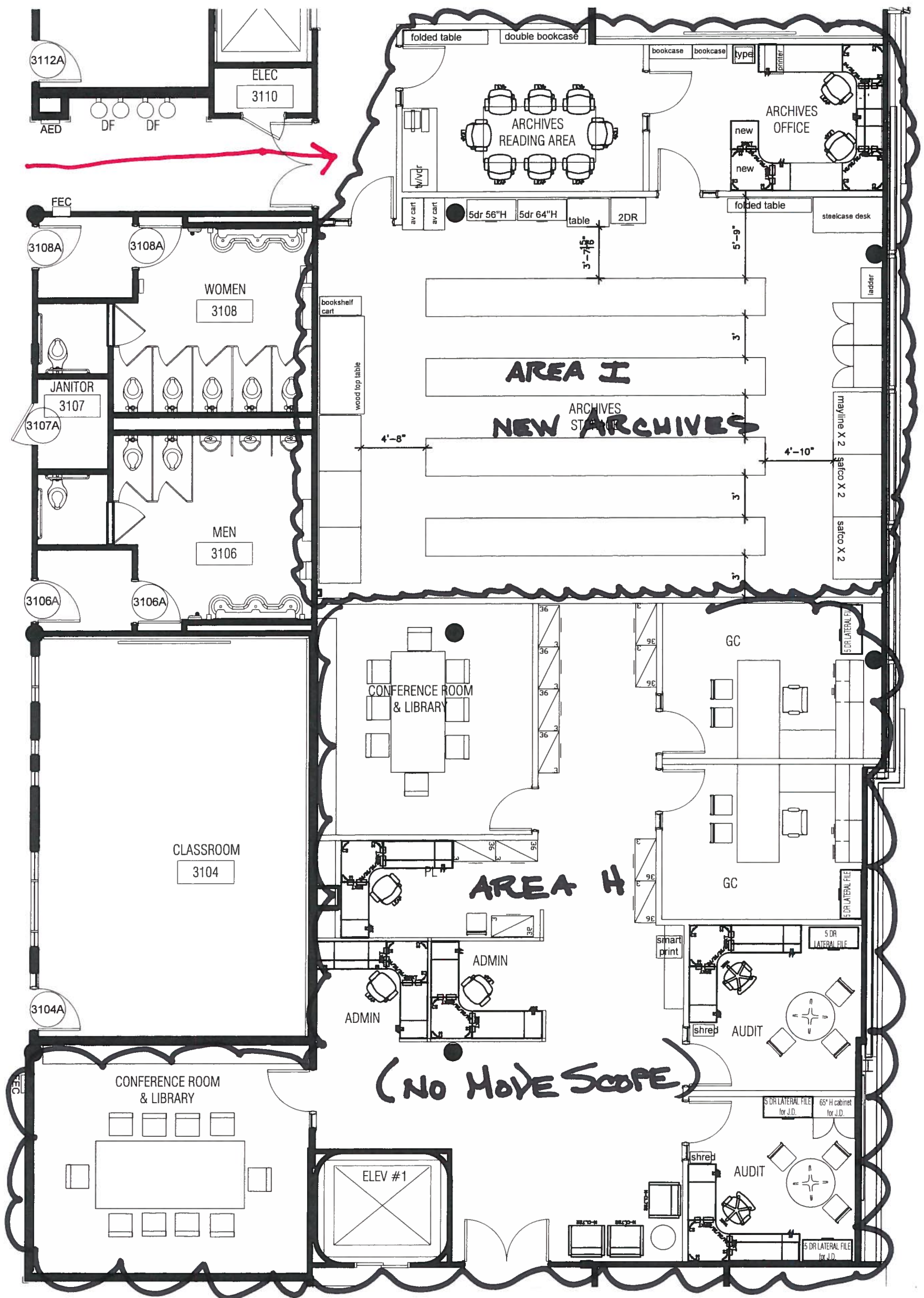


EXHIBIT H/I

## Summary Table of Areas of Move Scope, Move Schedule and Logistics, Project Phasing and Base Bid Versus Alternates

This document defines Areas of work, delineates which areas are in the base bid versus Alternate 1, which areas are in Phase 1 (December 2016) versus Phase 2 (April 2017), general description of the moving scope, and provides comments regarding the schedule requirements.

Bidders must review this table in conjunction with drawing Exhibits A thru I to understand the basic scope in each area along with logistics of material movement in the SRC building.

Area	Scope	Phase	Description of Scope	Schedule Comments
Area A	Base Bid	One	SRC 1112 Storage, the contents here move to Area C, a designated area in SRC 1159 Storage (see Exhibit A)	Areas A,B,C and G don't have a specific date that the move must take place. These moves must be coordinated with the College staff, but can take place anytime between start of contract ( anticipated as first week of December ) and January 20 2017.
Area B	Alternate 1	One	a designated area in SRC Storage 1159, this area temporarily stores workstations, chairs and office files that are moved down from Area G. (See Exhibit B,C)	
Area C	Base Bid	One	a designated area in SRC Storage 1159, this area receives the contents from Area A (See Exhibit B,C)	This is the time sensitive portion of Phase 1 with strict deadlines. The physical move From Area F begins Dec 15 2016. Area D must be set up ready for operations end of day December 20 2016. Bidder is expected to work with the Archivist in advance of Dec 15 to organize the move.
Area D	Base Bid	One	SRC 2032, the contents relocated from Area F are re assembled in this room. (see Exhibit D)	Bidder should assume that they have full use of the freight car during scheduled move days. However, if the College schedules use of car in advance, Bidder will accommodate.
Area E	Base Bid	One/Two	SRC Freight Elevator, runs from floors 1 to 3, Bidder uses this car for vertical movement in Phase 1 and Phase 2, See Logistic Maps, Exhibits E1 thru E6	This is the time sensitive portion of Phase 1 with strict deadlines. The physical move From Area F begins Dec 15 2016. Area D must be set up ready for operations end of day December 20 2016. Bidder is expected to work with the Archivist in advance of Dec 15 to organize the move.
Area F	Base Bid	One	SRC 3018, the contents of this room is relocated to Area D (see Exhibit F,G)	see schedule note areas A,B,C
Area G	Alternate 1	One	SRC 3118, the contents here are relocated to Area B (see Exhibit F,G)	No Scope
Area H	No Scope	NA	New Office Suites ( no move work here, See Exhibit H/I))	
Area I	Base Bid	Two	New Archives. After remodel is complete, contents of Area D, are relocated and reassembled in this space (see Exhibit H/I)	This move takes place after construction of the New Archives space is complete. This is tentatively scheduled for the 1st week in April, but subject to change. Bidder hold price once move date is determined. College will give minimum two weeks notice of actual move date once it can be determined



Verify that all of your Illinois Sales Tax Exemption Certificate information is correct

If not, contact us immediately.

*Do not discard* - your Illinois Sales Tax Exemption Certificate is an important tax document that authorizes you to purchase tangible personal property for use or consumption tax-free.

\_\_\_\_\_  
\_\_\_\_\_



**Illinois Sales Tax Exemption Certificate**

COLLEGE OF DUPAGE

425 FAWELL BLVD  
GLEN ELLYN IL 60137-6708

**Sales Tax Exemption Certificate**

Issue date:	Sales Tax Exemption	(E99973391)
01/02/2015		
Expiration date:		
03/01/2020		

This entity is authorized under the Retailers' Occupation Tax Act to purchase tangible personal property for use or consumption tax-free.

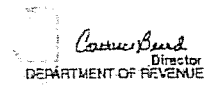
  
Director  
DEPARTMENT OF REVENUE



EXHIBIT K



**Illinois Department of Revenue**

Central Registration Division  
Sales Tax Exemption Section, 3-222  
101 W. Jefferson Street  
Springfield, Illinois 62702  
217 782-8881

February 6, 2015

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COLLEGE OF DUPAGE  
THOMAS GLASER  
425 FAWELL BLVD  
GLEN ELLYN IL 60137

Effective January 1, 2015, we have renewed your governmental exemption from payment of the Retailers' Occupation Tax, the Service Occupation Tax (both state and local), the Use Tax, and the Service Use Tax, as required by Illinois law.

We have issued the following new tax exemption identification number:

E9997-3391-07  
to  
COLLEGE OF DUPAGE  
of  
GLEN ELLYN, IL

The terms and conditions governing use of your exemption number remain unchanged.

Central Registration Division  
Illinois Department of Revenue

COLLEGE OF DUPAGE  
SMALL PROJECTS AGREEMENT  
BETWEEN COLLEGE OF DUPAGE AND CONTRACTOR

THIS AGREEMENT ("Agreement") is made as of \_\_\_\_\_ by and among COLLEGE OF DUPAGE ("COD") and \_\_\_\_\_ ("Contractor").

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

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

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

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

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

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

Total Contract Sum: \$ \_\_\_\_\_

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

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4. Indemnification and Insurance. Contractor hereby agrees to indemnify and hold COD, its trustees, officers, agents, employees and any other parties designated by COD (COD, its trustees, officers, agents, employees any other parties designated by COD hereinafter collectively called the "Indemnitees") harmless from all losses, claims, liabilities, injuries, damages and expenses, including but not limited to, all attorneys' fees, defense and court costs and expenses, that the Indemnitees may incur arising out of, or occurring in connection with, the acts, omissions, or breaches by Contractor of its duties and obligations under or pursuant to this Agreement. This indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

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

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

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

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

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

9. Changes in Scope of Work. COD may, without invalidating this Agreement, request changes in the scope of the work, whether taking the form of additions, deletions, or other revisions. No such work shall be performed unless and until such change is agreed in writing by COD and Contractor. If the change in work will

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result in a change in contract price, the change in price shall be calculated by 1) lump sum, 2) agreed unit rates, or 3) time and material reimbursable plus mark-up. COD shall solely select the method of pricing.

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

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

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

13. Prevailing Wage Act. To the extent required by law, contractor shall not pay less than the prevailing wage as established pursuant to an Act Regulating The Wages of Laborers, Mechanics, and Other Workman employed under Contract for Public Workers 820 ILCS 130/1 *et seq.*

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

15. Drug Free Workplace. To the extent required by law, contractor shall abide with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 *et seq.*

16. Sexual Harassment Policy. Contractor represents by the signing of this Agreement that it has a written sexual harassment policy that is in accordance with 775 ILCS 5/2-105 (A)(4).

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

COLLEGE OF DUPAGE

Contractor:

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

SCOPE OF WORK

[List Drawings and Specifications if any.]

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EXHIBIT 2

Contractor shall submit monthly statements for work rendered. The statements will be based upon Contractor's work completed at the time of billing on the basis of actual work performed. COD shall make payments to Contractor thirty (30) days after receipt of Contractor's statements properly submitted. Monthly statements shall detail Amount Currently Due, Previous Amount Billed, and Balance of Contract Outstanding. In the event of termination for convenience by COD as herein provided, Contractor shall be paid for work properly rendered prior to termination, or as otherwise provided herein.

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

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

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

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

UNIT RATE SCHEDULE

Description	Unit	Rate (\$)

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



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EXHIBIT 3

CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall not commence work under this contract until all insurance required herein is obtained and approved by the Owner. Nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

The Contractor shall furnish COD with two (2) original Certificates of Insurance, with College of DuPage named as an additional insured for Commercial General and Automobile Liability, showing the following minimum coverage with an insurance company acceptable to the College. Further, the Certificate of Insurance shall state that coverage provided is primary to any other coverage available to College of DuPage. The foregoing Certificates 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:	\$3,000,000/\$3,000,000
1. Premises - Operations	
2. Explosion, Underground and Collapse Hazard	
3. Products/Completed Operations	
4. Contractual Insurance	
5. Broad Form Property Damage	
6. Independent Contractors	
7. Bodily Injury	

Automobile Liability Owned, Non-owned, or Rented	\$3,000,000/\$3,000,000
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Workers' Compensation and Occupational Diseases	As Required by Applicable Laws
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Employer's Liability	\$3,000,000
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Professional Liability (if performance specifications)	\$3,000,000/\$3,000,000
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