1. **SUBJECT**

   Furniture Purchase for Innovation DuPage First Floor

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**

   On October 26, 2017, the Board of Trustees adopted a resolution authorizing the Administration to create Innovation DuPage. On December 14, 2017, the Board of Trustees approved the Innovation DuPage projected budget of $2,526,498, which included $215,000.00 for furniture.

   A legal notice for an Invitation for Bids was published on January 15, 2019 in the Daily Herald; the invitation for Bid Number 2019-B0021 was also posted on the College of DuPage Purchasing website and distributed to the College of DuPage Center for Entrepreneurship and in-district Chambers of Commerce. Thirty-six (36) vendors were directly solicited. Forty-seven (47) vendors downloaded the bid documents. A public opening was held on February 5, 2019 at 10:00 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), Rich Kulig (COD Manager, Network Services/Agent of the Board), Don Inman (Senior Project Manager/Facilities), Samantha Josh (Interior Designer, Dewberry) and representatives from three (3) companies. Five (5) bids were received. One (1) woman/minority owned business submitted a bid.
The following is a tabulation of the results:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Total Base Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Henricksen</td>
<td>$124,181.37</td>
</tr>
<tr>
<td>Interior Investment</td>
<td>$129,325.35</td>
</tr>
<tr>
<td>Midwest Office Interior</td>
<td>$133,104.94</td>
</tr>
<tr>
<td>*Corporate Concept</td>
<td>$151,739.10</td>
</tr>
<tr>
<td>Space Continuum</td>
<td>$156,693.02</td>
</tr>
</tbody>
</table>

*Woman/Minority Owned Business
Recommended award in bold

Budget Status

<table>
<thead>
<tr>
<th>GL Account</th>
<th>FY2018</th>
<th>FY2019</th>
<th>Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>03-90-39024-5805001</td>
<td>$6,585</td>
<td>$340,220</td>
<td>$340,120</td>
</tr>
</tbody>
</table>

*YTD Spend equals actuals plus committed as of 2/6/19.

Innovation DuPage Renovation: Equipment-Office

FY2019 Request $124,181

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

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

4. RECOMMENDATION

That the Board of Trustees approves a contract for the purchase of furniture for the first floor of Innovation DuPage with Henricksen, 1101 W Thorndale Avenue, Itasca, IL 60143 for the total amount of $124,181.37.

Staff Contact: Bruce Schmiedl, Facilities Director
Ellen Roberts, Interim Vice President, Administrative Affairs
Furniture Purchase for First Floor Innovation DuPage

ITEM(S) ON REQUEST

That the Board of Trustees approves a contract for the purchase of furniture for the first floor of Innovation DuPage with Henricksen, 1101 W Thorndale Avenue, Itasca, IL 60143 for the total amount of $124,181.37.

[Signature]

BOARD CHAIR

[Signature]

BOARD SECRETARY

February 21, 2019

2/21/19

2-21-19

DATE

DATE
Furniture being purchased for the first floor of Innovation DuPage is graphically shown above with shaded tables, chairs, desks, and common area work surfaces.
2019-B0021 INNOVATION DUPAGE 1ST FLOOR FURNITURE

ADDENDUM # 4
January 29, 2019

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/Proposal accordingly.

For which Bids are scheduled to be received on February 5, 2019 no later than 10:00 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.

I. Substitution Approval
The College has received several substitution requests for furniture. The following items are approved for substitution:

Group 1
- HON Bookcases – may be substituted for Basis of Design, National Universal Bookcase #10N3672BCOFL, Amber (MC) laminate must be used.

Group 2
- Global Roma Nester – Mesh Medium Back Armchair Number 1899 may be substituted for Basis of Design, Sit-On-It Seating, Movi #711-18

Group 3
- Arcadia Upward Barstool # 3130 may be substituted for Basis of Design National Jewel: # N44SM2WBL
Group 4
- OASIS-BERCO Linear Phone Booth may be substituted for Basis of Design Framery O

Group 12, 12A
- Group Lacrosse Options – O-N-DT3072, O –N DT 3036, and customs may be substituted for Basis of Design, National Waveworks, Amber (MC) laminate must be used.

Note: Bidder must complete the Bid Form in Section 4 of the Bid Document; Bidders must clearly indicate if their bid includes approved substitutions. If bid response includes approve substitution, Bidder must provide with its bid, copies of approved substitution request forms indicating manufacturer and model number being substituted for the basis of design group. Refer to the Bid Form, Section 4.0 for detailed instructions.

II. Questions

Q1. In the bid package there is contradictory guideline about submittal dates for substitution. In the main document the instructions state you have up till (5) days before the bid opening date to submit a request. On Exhibit B it states you must submit the substitution by January 22nd. Which is the absolute date?

R1. The absolute date for Substitution requests (Exhibit B) and questions were due on January 22, 2019, Question Due Date.
III. Acknowledgement:

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 proposal, if necessary.

I HAVE RECEIVED THIS ADDENDUM #_______
2019-B0021 INNOVATION DUPAGE 1ST FLOOR FURNITURE

ADDENDUM # 3

January 24, 2019

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/Proposal accordingly.

For which Bids are scheduled to be received on February 5, 2019 no later than 10:00 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.

I. General Questions and Responses

<table>
<thead>
<tr>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Addendum # 2 - Clarification 1- Does this mean we are to supply these items for substitutions only?</td>
<td>Bids received without approved substitution forms are assumed to be bidding Basis of Design products, and no supplemental information is required at bid submittal. However, if your bid includes products other than the Basis of Design, then you must provide with your bid, copies of approved substitution request forms which indicate the manufacturer and model number being substituted for the Basis of Design group. See Exhibit B of the bid document for further requirements of substitution requests.</td>
</tr>
<tr>
<td>Question</td>
<td>Response</td>
</tr>
<tr>
<td>---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>2. What is the timeline for order placement, delivery and installation?</td>
<td>The timeline for order would be shortly after the contract is awarded by the Board of Trustees, anticipated February 21, 2019. The furniture is scheduled to be complete April 22.</td>
</tr>
<tr>
<td>3. DK1, 2 &amp; 3 - Do you want a tack board above the return or just above the desk in these L-shaped configurations?</td>
<td>Just above the front of the desk. “Windows are located above the return.”</td>
</tr>
<tr>
<td>4. DK1, 2 &amp; 3 - Does wire trough need to run continuous or can properly spaced sections wire managers be supplied?</td>
<td>As long as the cord is securely affixed without dropping below worksurface, wire managers may be used in lieu of troughs.</td>
</tr>
<tr>
<td>5. DK1 – please confirm that the length of the return is to be 108”, not including the depth of the 30” desk.</td>
<td>Correct, the 108” dimension doesn’t include the 30” desk. The 108” section does, per the notes on the documents, need to be cut in the field to fit within the wall to wall dimension.</td>
</tr>
<tr>
<td>6. T48306 - Please confirm whether any equipment will be used on the end surfaces that will require a grommet or any electrical/data.</td>
<td>No grommets for data and power at the end workstations.</td>
</tr>
<tr>
<td>7. Section 2.03 A2 Grommet – grommet size called out in this section is 2” x 3.5”. National Waveworks standard racetrack grommet is 2 23/32” x 4 7/32” – is this acceptable?</td>
<td>Yes.</td>
</tr>
</tbody>
</table>
II. Acknowledgement:

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:

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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 proposal, if necessary.

I HAVE RECEIVED THIS ADDENDUM #_______

<table>
<thead>
<tr>
<th>Company Name:</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Authorized Signature:</td>
<td></td>
</tr>
</tbody>
</table>
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/Proposal accordingly.

For which Bids are scheduled to be received on February 5, 2019 no later than 10:00 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.

I. Clarification

1. Correction to Addendum number 1, Section 1 Revisions number 3 which currently reads
   4.0 BID FORM, Instruction Note number 3 has been revised.

   Bids submitted without complete product specifications and descriptions, and conceptual drawings may considered incomplete and as a result will be rejected.

   Revision and response do not apply to the Bid specification.
II. Acknowledgement:

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 proposal, if necessary.

I HAVE RECEIVED THIS ADDENDUM #_______
2019-B0021 INNOVATION DUPAGE 1ST FLOOR FURNITURE

ADDENDUM # 1

January 16, 2019

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/Proposal accordingly.

For which Bids are scheduled to be received on February 5, 2019 no later than 10:00 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.

I. Revisions

1. Correction to the first paragraph of the Bid Notice advertised on the Daily Herald; currently reads:

BID NOTICE
No. 2019-B0021

The College of DuPage is accepting sealed bids for Administrative Building Remodel. 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.

Change to:

BID NOTICE
No. 2019-B0021

The College of DuPage is accepting sealed bids for Furniture for Innovation DuPage 1st Floor. 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.

2. 2.9 BID DEPOSIT: Clarification to bid deposit requirement: This project DOES NOT require a bid deposit.

3. 4.0 BID FORM, Instruction Note #3 has been revised.

   Bids submitted without complete product specifications and descriptions, and conceptual drawings may considered incomplete and as a result will be rejected.

   Change to:

   Bids must include complete product specifications and descriptions, and conceptual drawings. Bids submitted without these items may be considered incomplete and as a result will be rejected.

4. 3.0 BID SPECIFICATIONS, 2nd paragraph currently reads:

   All furniture included in this bid package is indicated on EXHIBIT C Drawing and EXHIBIT D Basis of Design specifications attached to this bid package, and as noted below.

   Change to:

   All work and furniture included in this bid package is indicated in Exhibit A, Technical Specifications Workstations, Tables and Desks; Exhibit C, Furniture Floor Plan; and Exhibit D, Basis of Design Furniture Specifications attached to this bid package, and as noted below.
II. Acknowledgement:

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**

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</thead>
<tbody>
<tr>
<td>Address:</td>
<td></td>
</tr>
<tr>
<td>Authorized Signature:</td>
<td></td>
</tr>
</tbody>
</table>
COMMUNITY COLLEGE DISTRICT NO. 502

BID NUMBER: 2019-B0021

INNOVATION DUPAGE 1ST FLOOR FURNITURE

BIDS DUE: TUESDAY, FEBRUARY 5, 2019 AT 10:00 A.M. CENTRAL TIME

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

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

Issue Date: January 14, 2019

ISSUED BY THE COLLEGE OF DUPAGE PURCHASING DEPARTMENT
INVITATION FOR BID

Sealed bids for **Innovation DuPage 1st Floor Furniture** 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 10:00 a.m. **Central Time, Tuesday, February 5, 2019**, 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 to any future addenda from the College’s Purchasing website at the following URL address:  [http://cod.edu/about/purchasing/requests/index.aspx](http://cod.edu/about/purchasing/requests/index.aspx).

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

No. 2019-B0021

The College of DuPage is accepting sealed bids for Innovation DuPage 1st Floor Furniture. 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 10:00 a.m. Central Time, Tuesday, February 5, 2019, at which time they will publicly opened.

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

College of DuPage Board of Trustees Reserves the right to reject any and all responses. This invitation is issued in the name of the Board of Trustees of College of DuPage, Community College District 502, Glen Ellyn, Illinois.
Table of Contents

1.0 GENERAL INFORMATION ........................................................................................................... 6
  1.1 DEFINITIONS .......................................................................................................................... 6
  1.2 BIDS TO CONFORM TO REQUIREMENTS OF LEGAL ADVERTISING ................................... 6
  1.3 COMPLIANCE ........................................................................................................................ 6
  1.4 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS ............................................................ 6
  1.5 REGULATIONS ...................................................................................................................... 6
  1.6 BID MODIFICATIONS ............................................................................................................. 7
  1.7 PRICES FIRM .......................................................................................................................... 7
  1.8 AWARD OF CONTRACT ......................................................................................................... 7
  1.9 CONSIDERATION OF BIDS ................................................................................................... 7
  1.10 COMPETENCY OF BIDDER ................................................................................................... 7
  1.11 BIDDER WARRANTIES ........................................................................................................... 7
  1.12 PAYMENT TERMS ............................................................................................................... 8
  1.13 PAYMENT REMITTANCE ...................................................................................................... 8
  1.14 CASH BILLING DISCOUNTS ............................................................................................... 8
  1.15 LOCAL BUSINESS PREFERENCE ...................................................................................... 8
  1.16 EQUAL EMPLOYMENT OPPORTUNITY .............................................................................. 8
  1.17 TAX EXEMPTION ................................................................................................................. 8
  1.18 HOLD HARMLESS CLAUSE ............................................................................................... 8
  1.19 CONTRACTORS LIABILITY INSURANCE ............................................................................. 8
  1.20 PREVAILING WAGE ACT ................................................................................................... 9
  1.21 BUSINESS ENTERPRISE PROGRAM .................................................................................. 9
  2.0 INSTRUCTIONS TO BIDDERS ............................................................................................. 10
    2.1 OUTSIDE DOCUMENT DISCLAIMER .................................................................................. 10
    2.2 BLACKOUT PERIOD ............................................................................................................ 10
    2.3 REQUESTS FOR INFORMATION/CLARIFICATION ............................................................. 10
    2.4 BID DEADLINE AND SUBMISSION .................................................................................... 10
    2.5 EXCEPTIONS ....................................................................................................................... 11
    2.6 ERROR IN BID ..................................................................................................................... 11
    2.7 WITHDRAWAL OF BIDS .................................................................................................... 11
    2.8 NOTICES ............................................................................................................................ 11
    2.9 BID DEPOSIT ...................................................................................................................... 11
    2.10 PERFORMANCE AND PAYMENT BOND .......................................................................... 12
    3.0 BID SPECIFICATIONS .......................................................................................................... 13
    4.0 BID FORM ............................................................................................................................ 14
    5.0 BUSINESS ENTERPRISE PROGRAM .................................................................................. 15
    6.0 CERTIFICATIONS **Required** .......................................................................................... 21
    7.0 SIGNATURE PAGE **Required** ......................................................................................... 22
    8.0 CONFLICT OF INTEREST DISCLOSURE AND NON-COLLUSION FORM **Required** ....... 23
EXHIBIT A – TECHNICAL SPECIFICATIONS WORKSTATIONS, TABLES AND DESKS ............ 24
EXHIBIT B – SUBSTITUTION REQUESTS ..................................................................................... 37
EXHIBIT C – FURNITURE FLOOR PLAN ....................................................................................... 40
EXHIBIT D – BASIS OF DESIGN FURNITURE SPECIFICATIONS ................................................ 41
EXHIBIT E – PREVAILING WAGE FORM ..................................................................................... 42
EXHIBIT F – SAMPLE SMALL PROJECT AGREEMENT ................................................................... 43
1. **Read the entire document.** In your review, note critical items such as: blackout period, required goods and services, submittal dates, submission requirements, etc.

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

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

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

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

6. **Review and read the bid document again to make sure you have addressed all requirements.** *Your original response and the requested electronic copy (flash drive) must be identical and be complete.*
   *Bids will not be accepted if Sections 6, 7, and 8 are not completed. (Please note there are two (2) signature lines in Section 8 that must be signed.)*
   *If your company is a Certified Women-Owned, Minority-owned, or Persons with Disability-owned business, please include a copy of any and all certifications."

7. **Submit your response on time.** Note the date and time listed on the front page of the Invitation to Bid and be sure to submit all required items on time. Late responses will not be accepted and will be returned, unopened. Ensure the box (s) containing your proposal is appropriately labeled. Please allow adequate time for delivery to the Purchasing Department.

8. **Important dates to know:**
   - Bid Publication Date – 1/14/19
   - Questions Due – 1/22/19 by 12:00 p.m. Central Time
   - Bids Due – 2/5/19 at 10:00 a.m. Central Time
   - Target Board Approval Date – 2/21/19
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 for 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 workers 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 to the contractor within sixty (60) days of receipt of properly submitted invoices, 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

Contractor shall indemnify, hold harmless and defend the College of DuPage, its officers, trustees, agents, servants, and employees, from and against any and all claims, lawsuits, demands, liabilities, and losses whatsoever occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with Contractor’s performance of this agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the College of DuPage.

“Contractors performance” includes Contractor’s action or inaction and the action or inaction of Contractor’s officers, employees, agents and Subcontractors.

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 College. 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

**Commercial General Liability** including:

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

<table>
<thead>
<tr>
<th>Minimum Insurance Coverage</th>
<th>Commercial General Liability</th>
</tr>
</thead>
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<tr>
<td>$1,000,000 / $2,000,000</td>
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</tr>
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**Workers’ Compensation and Employers’ Liability**

As Required by Applicable Laws

**Professional Liability**

If Performance Specifications are Required by the Contract

### 1.20 PREVAILING WAGE ACT

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

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

### 1.21 BUSINESS ENTERPRISE PROGRAM

The College of DuPage encourages the participation of qualified minorities, females, and persons with disabilities owned businesses in public contracts. It is the practice of the College to ensure full and equitable economic opportunities to persons and businesses that compete for business with the College of DuPage, including minorities, females, and persons with disabilities owned business enterprises. The College is committed to the economic development of disadvantaged business enterprises and the award of contracts to businesses owned by minorities, females, and persons with disabilities for services to the extent provided by the Business Enterprise for Minorities, Females and Persons with Disabilities Act ("Act"), 30 ILCS 575.

**END OF SECTION**
2.0 INSTRUCTIONS TO BIDDERS

2.1 OUTSIDE DOCUMENT DISCLAIMER

The College of DuPage cannot warrant, represent, or guarantee the accuracy or completeness of documents which have not been obtained directly from the College. If you have obtained these documents from a third party source, the College is not responsible for any loss or damage including, but not limited to, time, money, or goodwill arising from errors, inaccuracies or omissions in any third party bid documents.

To obtain official documents, please visit: https://www.cod.edu/about/purchasing/requests/index.aspx. Click on the link for this project, and follow the prompts to enter your information onto our vendor list and download the original documents. This will ensure your contact information is registered on our vendor list, and we can send you any addenda that may be issued. This website is the only official website for prospective bidders to obtain digital copies of bid documents. It is the responsibility of each prospective bidder to verify the completeness of their printed bid documents before submitting a bid and accompanying executed addenda acknowledgement, and other required forms.

2.2 BLACKOUT PERIOD

Under no circumstances are respondents to contact or discuss this Invitation to Bid, or any of the information contained herein or about this project in general, with any College of DuPage trustee, employee, vendor, contractor or subcontractor, other than using the methods outlined in this bid. Respondents are strictly forbidden from visiting the College’s locations or approaching any College trustee, employee, vendor, contractor or subcontractor for any information related to this Invitation to Bid or this project without the direct knowledge and authorization in writing in advance from the Purchasing Manager or Buyer. Violation of these provisions may subject the respondent to immediate disqualification.

Initial your understanding of this requirement

2.3 REQUESTS FOR INFORMATION/CLARIFICATION

If any firm submitting a bid for this project is in doubt as to the true meaning of the specifications or other documents or any part thereof, bidder shall request clarification from the Purchasing Department. Questions must be submitted in writing and be directed via email to the Purchasing Department at purchasing@cod.edu no later than January 22, 2019 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 10:00 a.m. Central Time on Tuesday, February 5, 2019. Failure by a delivery service company or person to meet the deadline will not excuse the Bidder from the deadline requirement. It is solely the Bidder’s responsibility to ensure that adequate time is allowed for timely, accurate delivery and that the Bid is received as required.

All Bidders shall submit:

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

Bids must be in a sealed envelope and delivered to:

ATTN: Bid No. 2019-B0021
Purchasing Manager
College of DuPage
BIC Building - Room 1B03
425 Fawell Blvd.
Glen Ellyn, Illinois 60137
Bids must be received by the date and hour of the Bid Opening as shown in the legal advertisement. The sealed envelope submitted by the Bidder shall carry the following information on the face of the envelope: Bidder's name, address, Bid Notice Number, advertised date of Bid Opening and the hour designated for Bid Opening as shown in the legal advertisement. Unless otherwise stated, all blank spaces on the bid forms shall be fully completed. Bidder bears all responsibility for error or omissions in the submission of the Bid.

2.5 EXCEPTIONS

If any Respondent intends to take any deviations or exceptions from the specifications or other bid documents, Respondent shall submit to the Purchasing Manager 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 Purchasing Manager considers such deviation or exception acceptable, the Purchasing Manager 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 Purchasing Manager 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 Purchasing Manager is convinced that a bona fide mistake has been made, the Purchasing Manager 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. Requests for withdrawal must be made in writing on the Bidder’s letterhead to the College’s Purchasing Department. Bidders must make their own arrangements for the return of their Bid.

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 in the amount of 10% of the total base bid.*

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

Scope of Work – Furniture for Innovation DuPage (as part of Glen Ellyn Civic Center Renovation)

This scope is furnish and install workstations, tables, chairs, stools, book cases, lounge furniture, sitting pods and phone booth on the first floor of the Glen Ellyn Civic Center, 535 Duane Street, Glen Ellyn Illinois, 60137. There are several floors being renovated in this building. This bid package represents new furniture for “Innovation DuPage”, located on the South section of the first floor of the Civic Center.

All furniture included in this bid package is indicated on EXHIBIT C Drawing and EXHIBIT D Basis of Design specifications attached to this bid package, and as noted below.

The College desires to promote fair competition among all purchases, and as such will accept approved substitutions from vendors. Substitution groups and request forms are included in EXHIBIT B attached to this bid package. To avoid mismatches in furniture sets, the individual furniture items have been bundled into 12 groups. (These groups are identified in the SUBSTITUTION REQUEST CATEGORIES matrix in EXHIBIT B).

Vendors desiring to substitute furniture manufacturers must submit the form prior to the deadline indicated on the substitution request form.

Bidder is advised that unless specifically defined otherwise in the Basis of Design document, all table tops/work surfaces should include one 2 and ½” grommet, with trim ring.

This project is will be awarded to one firm for all materials specified or approved thru substitution. Contracts, submittals, approvals and coordination to occur immediately following the College’s Board of Trustee approval. Furniture installation is tentatively schedule to begin in April 2019, completing April 22, 2019. All bidder’s confirm that by submitting a bid they have confirmed with the manufacturers that factory lead times/product delivery times are such to comply with the completion deadline.

The Awarded bidder will be required to complete a Unit Price List form of the required furniture and will execute with no alterations and comply with terms and conditions of sample contract attached to this bid package; Exhibit F. Please note the entirety of the insurance requirements. Awarded bidder must provide the appropriate certificate at time of award.

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

All bidders understand that furniture installation occurs when the space is deemed substantially complete. The current schedule indicates the space to be ready in mid April. Awarded bidder must have the capacity to begin installation upon receipt of notice-to-proceed issued by the College.

END OF SECTION
4.0 BID FORM

2019-B0021 Innovation DuPage 1st Floor Furniture

SEE EXHIBIT D – Basis of Design Furniture Specifications for required furniture types and quantities. Bidders may substitute products by following instructions for EXHIBIT B “SUBSTITUTION REQUESTS” and section 3.0 “BID SPECIFICATIONS”.

FIRM NAME, CONTACT NAME and PHONE NUMBER

__________________________________________________________________________

__________________________________________________________________________

__________________________________________________________________________

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

Proposes to furnish all labor, materials, equipment and services as required to satisfactorily complete all work described here in as required for the delivery and installation of the project where bid below:

<table>
<thead>
<tr>
<th>Description</th>
<th>Total</th>
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<tbody>
<tr>
<td>Furniture</td>
<td></td>
</tr>
<tr>
<td>Installation</td>
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</table>

| Total Bid $ |

List below all groups where the bid includes substitution for the basis of design furniture groups.

<table>
<thead>
<tr>
<th>Group #</th>
<th>Group #</th>
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<tbody>
<tr>
<td>Group #</td>
<td>Group #</td>
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<tr>
<td>Group #</td>
<td>Group #</td>
</tr>
</tbody>
</table>

Provide with your bid, copies of approved substitution request forms indicating manufacturer and model number being substituted for the basis of design group.

Submitted by : _________________________________________(printed)

Submitted by : __________________________________________(signed)

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

Contract Goal to be Achieved by Vendor: This solicitation includes an aspirational 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.

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

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

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

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

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

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

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

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

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

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

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

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

________________________________________ (Vendor) submits the following Utilization Plan as part of our bid or offer in accordance with the requirements of the BEP Program Status and Participation section of the solicitation for **Innovation DuPage 1st Floor Furniture, Bid Number 2019-B0021**. 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 __________**


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 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 ______________________, 2019. My commission expires: ________________

X ____________________________________________ Notary Public Signature

Notary Seal

* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.

** If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

*** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

*** If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.**** In the event that this Signature Page is signed by any persons other than the President and Secretary, attach either a certified copy of the corporate by-laws, a resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.
8.0 CONFLICT OF INTEREST DISCLOSURE AND NON-COLLUSION FORM **Required**

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

BID #: ____________________________    DATE: _______________________

CONFLICT OF INTEREST DISCLOSURE

College of DuPage (COD) reserves the right, at its sole discretion, to reject any and all bids, revise the submission timeline as described in the solicitation, and to discontinue at any time the submission process as described in the solicitation. College of DuPage is requiring that any and all relationships with the College, its Administrators, Trustees, Committee members, COD Foundation Trustees, or any other Employee of the College be disclosed in writing as a part of any bid submitted. Contact with any employee of the College of DuPage during the pre-award period, except as noted in the solicitation, is strictly forbidden and is considered sufficient grounds for dismissal from the Bid/RFP process.

VENDOR CONFLICT OF INTEREST DISCLOSURE

Define the relationship with any College of DuPage Administrator, Trustee, Employee, COD Foundation Board member, Committee member, or their immediate family member, with which your company or any of its owners, officers, Trustees, employees, or their immediate family, does business or is likely to do business with, or for which there is an opportunity to influence a related College decision; include the name and relationship to any immediate family member.

___________________________________________________________________________________________________
___________________________________________________________________________________________________
___________________________________________________________________________________________________
___________________________________________________________________________________________________

Vendor certifies that there is no known conflict of interest with any COD Administrator, Employee, Trustee, Committee member, or COD Foundation Trustee, or their immediate family.

Vendor Printed Name: ____________________________Title: _________________________________

Signature: ________________________________________   Date:   ____________________

NON-COLLUSION STATEMENT

The undersigned affirms that he/she is duly authorized to execute this contract and that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid have not been Communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this bid.

Owners/Principal(s)
Company Name: ______________________________        Name(s)/Title(s): __________________________

Vendor Address: ______________________________ City, State, Zip: _____________________
Phone Number: ______________________________ Fax Number: ____________________________
Email Address: ______________________________

Signature
Bidder/Company Official: _______________________________Date: _________________________

END OF SECTION
EXHIBIT A – TECHNICAL SPECIFICATIONS WORKSTATIONS, TABLES AND DESKS

SECTION 06411 – ARCHITECTURAL CASEWORK TABLES and SECTION 12500 – COMMERCIAL FURNITURE – WORKSTATIONS & DESKS
SECTION 06411 – ARCHITECTURAL CASEWORK TABLES

PART 1 GENERAL

1.01 DESCRIPTION

A. Work under this section is subject to requirements of the Contract Documents including the General Conditions and Supplementary Conditions and applicable portions of Division 1 – General Requirements.

B. The work consists of all labor, material, and equipment necessary and required to complete all Architectural Casework Tables as shown on the drawings and specified herein.

1.02 RELATED WORK SPECIFIED ELSEWHERE

A. Furnishing and connecting-up of electrical fixtures: Division 16.

1.03 SUBMITTALS

A. General: Submit each item in this Article according to the Conditions of the Contract and Division 1 Specification Sections.

B. Product data for each type of product and process specified and incorporated into items during fabrication, finishing, and installation.

C. Shop drawings showing each item, as coordinated with the supplier prior to submission, key floor plans, dimensioned plans, sections, and elevations, large-scale details, edge details, materials, attachment details and devices, trim, joints, finishes, accessories, related work, and other components.

D. Samples for initial selection of the following in the form of manufacturer’s color charts consisting of actual units or sections of units showing the full range of finishes, colors, textures, and patterns available for each type of material indicated.

E. Qualification data for firms and persons specified in the “Quality Assurance” Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

1.04 QUALITY ASSURANCE

A. Single-Source Responsibility for this section: Engage a qualified firm to assume responsibility for fabricating, finishing, and installing all specified in this Section.

B. Fabricator Qualifications: Firm experienced in producing work similar to that indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units without delaying the Work. Manufacturer to have a minimum of 10 years’ experience providing casework for similar projects.

C. Installer Qualifications: Arrange for installation by a firm that can demonstrate successful experience in installing items similar in type and quality to those required for this Project.

D. Comply with A.D.A., all applicable local codes, standards, regulations, and any special local conditions.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Protect casework during transit, delivery, storage, and handling to prevent damage, soilage, and deterioration.
B. Do not deliver casework until painting and similar operations that could damage, soil, or deteriorate casework have been completed in installation areas. If casework must be stored in other than installation areas, store only in areas whose environmental conditions meet requirements specified in "Project Conditions."

1.06 PROJECT CONDITIONS

A. Environmental Limitations: Do not deliver or install casework until building is enclosed, wet-work is completed, and HVAC system is operating and will maintain temperature and relative humidity at occupancy levels during the remainder of the construction period.

B. Coordinate finishes of tables with other Library casework, and other related work specified in other Sections to ensure a uniform finish in different casework components.

1.07. WARRANTY

A. Manufacturer’s Warranty: Provide written warranty, No Dollar Limit, non-prorated, signed by manufacturer, agreeing to replace defective materials and workmanship. Warranty shall include Project title and building address.

1. Warranty period: 10 years.

PART 2 PRODUCTS

2.01 MATERIALS

A. Nominal sizes are indicated, except as shown by detailed dimensions. Provide dressed or worked and dressed lumber, as applicable, manufactured to the actual sizes as required by pattern as shown, unless otherwise indicated.

B. Moisture content of hardwood lumber: Provide kiln-dried (KD) lumber having a moisture content from time of manufacture until time of installation within the ranges required in the referenced woodworking standard.

C. Table Top: 1-1/4 inch thick, 3-ply particleboard construction, including a 0.050 inch thick high-pressure particleboard construction, including a 0.050 inch thick high-pressure laminate top surface and a 0.028 inch thick backing sheet.

1. Edges: Band with 5/8 inch thick x 1-5/8 inch wide solid oak intern drop edge band. Profile to be straight edge, unless indicated otherwise.

2. Top Support: Minimum 14-gauge steel reinforcing

D. Stretcher Panel: 1 1/4 inch thick, solid hardwood. Attach to legs with concealed fasteners, unless decorative connecting screws are indicated.

E. Fasteners and anchorages: Provide nails, screws and other anchoring devices of the proper type, size, material and finish for application indicated to provide secure attachment, concealed.

F. All exposed to view interior Hardwood, for transparent finish, solid stock or veneer, shall match the exterior species as specified, unless otherwise noted or specified.

1. Pre-finish, transparent finish the following wood items at the shop and touch up finish as required at site: All woodwork.

G. Particleboard: ANSI A208.1, Grade M-2:

1. Made with phenol-formaldehyde resins.
H. Adhesive for Bonding Plastic Laminate: Contact cement.

2.02 PLASTIC LAMINATE MATERIALS
A. Particleboard: Industrial Grade particleboard, ANSI A 208.1-1999, M-3., moisture content not to exceed 8 percent.
1. Sustainable Construction: Use particleboard containing no formaldehyde glues, for all casework construction.
B. Plywood: Seven-ply Poplar plywood with cross and face plies bonded with water resistant glue.
C. Glue: Water resistant, with all gluing done in clamps and jigs. Laminate adhesives of PVA glue (similar to white glue) not contact adhesives.

2.03 ACCESSORIES
A. Grommet:
1. Grommet: Sleeve: 3-inch diameter PVC sleeve, factory installed. Provide in top where indicated.
2. Grommet with Cover: 2-inch x 3 1/2-inch self-rimming sleeve, with flush mounted black cover. Factory installed. Provide in top where indicated.
B. Glides: 1-3/16 inch diameter adjustable cushioned leveling glide with a minimum 15/16 inch long stem. Anchor to bottom of each leg.
C. Electrical Spine: Black plastic with metal weighted floor base, table-fixing element.

2.04 INSTALLATION MATERIALS
A. Screws: Select material, type, size, and finish required for each use. Comply with ASME B18.6.1 for applicable requirements.
B. Anchors: Select material, type, size, and finish required for each substrate for secure concealed anchorage to the accessories to be provided.

2.05 FABRICATION, GENERAL
A. Wood Moisture Content: Comply with requirements of referenced quality standard for wood moisture content in relation to relative humidity conditions existing during time of fabrication and in installation areas.
B. Shop Fabrication: Finish and install table components in manufacturer’s shop.
C. Fabricate to dimensions and profiles indicated.
D. Table Top Height: 29 inches high, unless otherwise indicated.

PART 3 EXECUTION
3.01 INSPECTION
A. Examine the substrate and conditions, including floors, under which the work under this section is to be performed and notify the Contractor in writing of unsatisfactory conditions. Do not proceed with work under this section until unsatisfactory conditions have been corrected.

3.02 PREPARATION
A. Condition casework to average prevailing humidity conditions in installation areas before installing.

B. Before installing architectural casework, examine shop-fabricated work for completion and complete work as required, including back priming and removal of packing.

3.03 INSTALLATION

A. Unless shown or specified otherwise installation shall be in accordance with the recommendations of the manufacturer of the item installed. Attachments shall be rigid and substantial. The work shall be left in a first-class condition.

B. The Contractor shall furnish all anchors, screws, bolts, clip angles, inserts, nails, etc., required for approved complete assembly and installation of all items herein specified.

1. Where bolts, screws, etc., are called out to be exposed, they shall be bronze, brass, stainless steel or chromium finish, as selected by Architect.

C. Quality Standard: Install casework to comply with AWI for the same grade specified of this Section for type of casework involved.

D. Install all casework plumb, level, true, and straight with no distortions. Shim as required with concealed shims. Install to a tolerance of 1/8 inch in 96 inches for plumb and level (including tops).

3.04 ADJUSTING AND CLEANING

A. Repair damaged and defective casework where possible to eliminate functional and visual defects; where not possible to repair, replace casework. Adjust joinery for uniform appearance.

B. Clean casework on exposed and semi-exposed surfaces. Touch up shop-applied finishes to restore damaged or soiled areas.

3.05 PROTECTION

A. Provide final protection and maintain conditions in a manner that ensures that casework is without damage or deterioration at the time of Substantial Completion.

END OF SECTION 06411
SECTION 12500 – COMMERCIAL FURNITURE – WORKSTATIONS & DESKS

PART 4 GENERAL

4.01 DESCRIPTION:

A. The work consists of all labor, material, and equipment necessary and required to complete all Commercial Furniture - Workstations & Desks as shown on the drawings and specified herein.

1. All project Commercial Furniture - Workstations & Desks and related work as shown on drawings.

2. Associated work or materials, as shown, required, or listed herein.

4.02 SUBMITTALS

A. Product Literature. Submit three complete sets of manufacturer's general catalog or literature which provides data and part numbers for all components and furniture to be furnished under the contract. Manufacturer's complete catalog and price list. Manufacturer's latest installation instructions for all components and furniture to be furnished under the contract.

B. Shop Drawings: showing all work, each item, key floor plans, dimensioned plans, Commercial Furniture - Workstations & Desks schedules, identification numbers/codes, typical work station elevations & cross section, each individual work station, each individual component, shelving, cabinets, floor/wall attachment details where applicable, paint & fabric & work surface & other finishes, call out all unfinished surfaces (of workstations, panel faces, etc.), call out all cabinet & shelving interior back surfaces, work surfaces & supports, tack surfaces, panel sizes & designations, locking & keying, hardware, wire management systems including wire grommet holes, power & low voltage outlets, lighting units, accessories, related work, and other components. Submit Shop Drawings in sufficient detail to verify installation method and compliance with requirements.

C. Shop Drawings: isometric drawings of each work station type.

D. A Keying Schedule shall be submitted to the Architect at shop drawing phase, and after approval, resubmit updated version upon project completion.

E. Samples: Samples for initial selection of paint, work surface, and fabric color selection in the form of manufacturer's charts showing the full range of finishes, colors. Three sets of the actual samples listed hereinafter are required for the project. No work shall proceed without sample approval in writing from the Architect.

1. All fabric types and colors, including tack surfaces. Samples shall measure a minimum of 6 x 6 inches and shall have labels on the back designating the manufacturer, color, fiber content, fabric weight and fire rating.

2. All work surface types. Samples shall measure a minimum of 2 x 2 inches and shall have labels on the back designating the manufacturer, material composition, thickness, color and finish.

3. All work surface banding trim. Samples shall measure a minimum of 2 inches and shall have labels on the back designating the manufacturer, material composition, thickness, color and finish.

4. All panel and component trim. Samples shall have labels designating the materials and the colors or stains.
5. Metal components with factory baked enamel or painted finishes. Samples shall be a minimum of 2 x 2 inches and have labels designating the materials and the colors.

6. Other color or fabric selections as applicable.

4.03 QUALITY ASSURANCE

A. Single-Source Responsibility: All of the work in this specification section shall be provided by and performed by a single Contractor.

B. Contractor Qualifications: Contractor experienced in producing work similar to that indicated for this project and with a record of a minimum of 3 similar successful projects within the last 5 years.

C. The Installer shall have at least 5 years of experience installing Commercial Furniture - Workstations & Desks similar to that required by this project.

D. The Contractor shall establish and maintain quality control to ensure compliance with contract requirements and shall maintain records of quality control for all materials, equipment and construction operations.

E. Training: None required.

F. Special Tools: For every 10 workstations, the contractor shall provide one set of special tools and equipment necessary for assembly and disassembly.

G. Comply with A.D.A., all applicable local codes, standards, regulations, and any special local conditions.

4.04 DELIVERY, STORAGE, AND HANDLING

A. Protect Commercial Furniture - Workstations & Desks during transit, delivery, storage, and handling to prevent damage, soilage, and deterioration.

B. Do not deliver Commercial Furniture - Workstations & Desks until painting and similar operations that could damage, soil, or deteriorate Commercial Furniture - Workstations & Desks have been completed in installation areas. If Commercial Furniture - Workstations & Desks must be staged in other than installation areas, stage only in areas whose environmental conditions meet requirements specified in "Project Conditions."

4.05 PROJECT CONDITIONS

A. Environmental Limitations: Do not deliver or install Commercial Furniture - Workstations & Desks until building is enclosed, wet-work is completed, and HVAC system is operating and will maintain temperature and relative humidity at occupancy levels during the remainder of the construction period.

B. Field Measurements: Where Commercial Furniture - Workstations & Desks is indicated to be fitted to other construction, check actual dimensions of other construction by accurate field measurements before final fabrication, and show recorded measurements on final shop drawings. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

4.06 WARRANTIES

A. Manufacturer shall guarantee for a period of 8 years, availability of components, fabrics and finishes compatible with original installation.

B. Manufacturer’s Warranty: Provide written warranty, agreeing to replace/repair defective materials and workmanship, including abnormal aging or deterioration of materials, and to perform as designed within warranty period. Warranty period shall be for 5 years, for materials, from the date of substantial completion.
C. Contractor’s Warranty: Provide written warranty, agreeing to replace/repair defective materials and workmanship, including abnormal aging or deterioration of materials, and to perform as designed within warranty period. Warranty period shall be for 1 year(s), labor & materials, from the date of substantial completion.

PART 5 PRODUCTS

5.01 MATERIALS DESCRIPTION; GENERAL

A. Station configurations shall conform to standard manufactured components. All panels, components, hardware, etc. shall be standard products as shown in the most recent published price lists or amendments and shall be of same manufacturer unless otherwise specified. All finished, exposed surfaces shall be free of sharp edges, burrs or other defects which compromise the operation or are harmful to persons or materials in contact with them. Leading edge of work surfaces shall have a eased edge. Maintain a 3/4” thickness of edge elements throughout, unless otherwise indicated.

B. All product lines and their components shall meet the specification requirements listed herein, the scheduled or drawn components, and the manufacturer’s published information, whichever is higher quality, as determined by the Architect.

C. All panels used along main means of egress shall meet Class A requirements and have a maximum smoke development rating of 50, as specified by the NFPA 225 or ASTM E 84. All other panels shall have a Class B rating not to exceed a smoke development rating of 100.

5.02 TECHNICAL ASSEMBLY

A. Assembly of equipment shall be possible with conventional tools locally available. If special tools are required they shall be furnished. All workstations shall permit easy assembly and disassembly by owner personnel. Back to back workstations shall be assembled in such a manner so that components (bins, shelves, work surfaces, etc.) may be completely removed from one side without disturbing the other workstation. The system shall be capable of being installed on top of finished flooring regardless of type, without penetrating the finished floor or using floor fasteners.

5.03 PANEL SYSTEM

A. The panel system shall be capable of structurally supporting cantilevered work surfaces, shelves, files and other components in the configurations shown on the prototypicals, without special modifications to the panels. The panel system shall be capable of structurally supporting more than two fully-loaded components per panel per side and at vertical mounting intervals of approximately one inch. Panel support legs shall be provided where panel configuration does not provide sufficient support or where load conditions dictate. Legs shall be of an abrasion and stain resistant coated surface on metal and shall be capable of attaching into panel-slotted side rail before or after panel erection. Glides shall be provided for adjustment and support. Panels shall have the capability of assembly and disassembly in a vertical position and shall be non-progressive (a centrally located panel can be removed without disassembly of the entire panel run). All panels shall be capable of accommodating fabric-covered tack boards. The fabric material and color shall be coordinated with the panel fabric.

B. The acoustical panels offered shall have a minimum noise-reduction coefficient (NRC) of 0.85 for the speech frequency range of 1000,2000 and 4000 Hertz. The minimum sound-transmission coefficient (STC) shall be 20.

C. Base Electrical Power Raceways shall be an integral part of each panel. Field cut base to provide accessibility to the power junction box and communication junction box from the building where required.

5.04 LEVELING AND ALIGNMENT

A. The system shall provide precise alignment of adjacent panels and shall include leveling glides to compensate for uneven floors. A minimum one inch adjustment range is required. When placed on a level surface with the glides fully retracted the maximum distance between the panel and the floor shall be one and one half inch.
5.05 PANEL CONNECTION SYSTEM

A. The panel system shall be capable of connection in a variety of configurations, including connection of panels of differing heights and connection of two, three or four panels from a single point. The panel system shall have connectors that accommodate a variety of panel configurations. The connector system shall provide tight connections that provide continuous visual and acoustical seals. The finish of all filler posts shall match the finish and the color of the panel trim. Each filler post shall have a top cover that shall match finish and color of the panel trim and shall be level with the panel top rail. The connector system shall allow removal of a single panel within a typical workstation configuration, without requiring disassembly of the workstation or removal of adjacent panels. Right angle connections shall not interfere with the capability to hang work surfaces and other components on any adjacent panel. Connectors shall withstand forces generated when typical fully assembled workstation configurations are relocated by sliding on a carpeted floor.

B. The connector system shall provide, as required, for the continuation of electrical and communications wiring within workstations and from workstation to workstation.

5.06 WORK SURFACES

A. Work surfaces shall be nominal depths of 30 inches, unless shown otherwise. Work surfaces shall be available in nominal lengths from 24 to 96 inches and in nominal thickness from 1 1/8 to 1 3/4 inches. All work surfaces shall be either fully supported from the panels or supported jointly by the panels and supplemental legs, pedestals or furniture end panels. Supplemental end supports should only be used under work surfaces when the work station configuration does not permit full support by the panels. Metal support brackets, in colors and finishes to match or coordinate with panel trim or work surfaces shall be used to support work surfaces from the panels. These brackets shall provide metal-to-metal fitting to the vertical uprights of the panels and shall lock the work surfaces in place without any panel modifications. Work surfaces shall be height adjustable in 1 to 1 1/2 inch increments from 25 to 41 inches above the finished floor. Supports for peninsula work surfaces shall accommodate varying heights. Provide all hardware necessary to attach peninsula work surfaces to a panel or to other work surfaces of varying heights. Abutting work surfaces shall meet at equal heights when used in side-by-side or side-to-end configurations in order to provide a continuous and level work surface unless otherwise specified. Work surfaces shall be non-handed with all edges eased equally. If abutting surfaces are of different heights, provide caps enclosing open gaps between surfaces.

B. Work surfaces spanning between supports, open underneath, or overhanging shall be built to support 300 lbs. (per lineal foot) vertical down load, with less than l/180 deflection.

C. Work surfaces shall have a finished top surface of high-pressure plastic laminate with 3mm PVC molded edge, and shall have a smoothly finished underside.

D. Work surfaces shall have wire access holes (minimum or 1.5 inches by 3 inches, each) with metal grommets, 3 foot o.c. and appropriately located (thus not located over file drawers or such.)

E. Work surfaces shall be capable of accepting an attached articulating adjustable keyboard tray.

5.07 PEDESTALS

A. Pedestals shall mount to the underside of work surfaces, be freestanding or mobile. Drawers and drawer pedestals shall be of 22-gauge painted steel finish. Color shall match panel trim, and all four sides shall be finished. Drawer faces shall be of 20-gauge painted steel and shall be integral with the remainder of the drawer or shall be securely attached with screws to the drawer front. Drawer faces shall match panel trim. All file drawers shall have full extension ball bearing suspensions. All 12-inch file drawers shall have cradle type suspension and shall operate smoothly and shall not open accidentally. Hanging files or a paper compression system are acceptable. Adapters shall be furnished with each file drawer to accommodate hanging folders front-to-back or side-to-side for legal or letter folders. All drawer pedestals shall be field interchangeable from left to right or right to left and shall retain the pedestal locking system capability. Pedestals shall have the capability to protect wires from being damaged by drawer opening and closing when wire management runs behind or along the side of the drawers. Drawer depth shall be at a minimum 90% of the depth of the case. All pedestals attached or
freestanding shall have a 1" adjustable leveling glide. Pedestals shall be maximum of 15" wide and a minimum of 27" high.

B. All drawers within the pedestal shall be lockable either by a central lock that controls all pedestals under one work surface or individual keyed lock in each pedestal. Locks shall be standard. Lock options shall include keyed-alike and master keyed.

C. Box drawers shall have pencil or convenience trays and one divider.

D. Steel fillers or steel end panels shall be provided at all locations where a file is exposed at the end of a workstation run.

5.08 SHELF UNITS AND FLIPPER DOOR CABINETS

A. Shelves unit shall be constructed of 18-gauge painted steel with formed edges to conceal task light. All shelves shall have a depth to accommodate a standard 3-inch ring binder (8 1/2x11 inch filler) and shall span the full length of the supporting panel. All shelf supporting end panels shall provide metal-to-metal connections to the supporting wall panels. The underside of all shelf units shall have the same finish and color as the end support panels and shall accommodate the attachment of task lights. Shelf and door units shall have mechanical safety catches or other devices to prevent accidental disengagement. Shelf widths shall include 24" to 60". Shelf shall have a minimum depth of 13". Shelves shall be attached to metal supporting end panels with metal screws or lock clips and to particle board supporting end panels with wood screws or lock clips. Shelves shall be capable of supporting a uniform load of 36 pounds per linear foot, without deflecting more than ¼ inch. Shelf-supporting end panels shall be of metal construction with formed edges and a factory baked enamel finish or shall be high density particle board, minimum 1/2" thickness, covered with high pressure plastic laminate or vinyl "T" molding edge.

B. Shelf shall have a backstop to protect panel fabric.

C. All shelf units shall have relocatable shelf dividers at a minimum of 9 inches on center horizontally. The dividers shall be of metal construction with a factory baked enamel finish matching or compatible to the shelf unit.

5.09 LATERAL FILES

A. Lateral files shall be available in 30", 36", and 42" widths; and in freestanding versions. Lateral file drawers shall be constructed of 22-gauge painted steel. File fronts and end support panels shall be constructed of 20-gauge painted steel. All hardware shall be flush, recessed or protrude no more than 1/4". Lateral files shall have a built-in interlock mechanism that allows one drawer to be opened at a time for safety purposes. Lateral files shall include adjustable glides to provide up to 1" of leveling adjustment. All lateral file drawers shall have full extension, ball bearing drawer slides and shall operate smoothly, but shall not open accidentally. Two-high lateral file shall include counterweights (freestanding units only). All lateral files (freestanding and under-work surface) to include front-to-back filing rails and side-to-side filing rails.

B. All lateral file drawers shall be available with individual key-operated locks. Locks shall be standard on lateral files with lock options of keyed-alike and master-keyed.

5.10 LOCKS AND KEYING

A. All drawers, flipper door cabinets, lateral files and file bins shall have keyed locks, unless otherwise noted. Field changeable lock cylinders shall be provided with a minimum of 100 different key operations.

B. All workstations shall be keyed by room. All locks within a workstation shall be keyed alike. All central file and storage units that are grouped together but are not part of a workstation shall be keyed alike, unless noted otherwise.

C. Two keys shall be provided for each lock and 3 duplicate master keys shall be provided to the Owner. Keys and lock cylinders shall be numbered for ease of replacement. All locking equipment must be clearly labeled/tagged as to the workstation, key number and its location.

D. A Keying Schedule shall be submitted to the Architect at shop drawing phase, and after approval, resubmit upon project completion.
5.11 OTHER COMPONENTS AND ACCESSORIES.

A. The Contractor shall provide all brackets, supports, hangers, clips, panel-supported legs, connectors, adjustable feet, cover plates, stabilizers and other miscellaneous hardware required to provide a completed assembly. Wall tracks should be used when necessary. Where provided they must be in pairs where components are required. Tracks shall be of heavy-duty extruded metal finish and color to match panel trim and shall be slotted on 1" centers in heights required. Slot spacing should match slot spacing for wall panels. Wall mount kits shall be provided as required for securing panel ends to building walls at 90 degree angles. Kit shall match panel height and trim.

5.12 ELECTRICAL

A. The entire system shall use copper wiring and shall meet the applicable requirements of Underwriters Laboratory (UL) Standard 1286, National Electrical Code, and all other applicable electric codes. The label or listing of Underwriters Laboratories, Inc. will be accepted as evidence that the materials or equipment conform to the applicable standards of that agency. All panels shall have two base raceways, one for power and one for communications (telephone and computer data). All panel bases shall have a minimum of two knockout per panel, per side, for every four feet for electrical access and a minimum of two additional knockouts per workstation for telephone and local area network wiring and electrical outlets. Note: Power and communication wiring shall be in one separate raceway per NEC requirements.

B. Base covers shall be securely mounted to panels but permit easy access to the raceway. Accidental dislodgment is not acceptable. Panel base covers shall not be secured by magnets. The panel bases shall not extend past either panel face by more than one-half inch. Metal or plastic end covers that attach securely to the panel base shall be provided and shall match the finish and color of the panel base. All receptacles shall be commercial grade and identified easily by line or circuit identification number (or letter) and phase identification.

C. Accessories for an Externally Mounted vertical and horizontal wire management and concealment system shall be provided.

D. Horizontal Wire Managers shall be supplied for mounting under all work surfaces, where required or shown. The wire managers shall be attached either to the underside of the work surface or to the vertical panel without damage to the face of the vertical panel. Exposed or loose wiring shall not be acceptable.

5.13 COMMUNICATIONS

A. Workstations shall provide appropriate cable management for telephone and computer data cables.

B. All instrument connections and wiring through the raceways shall be accomplished by others.

C. The Owner will be responsible for telephone installation.

5.14 TASK LIGHTING

A. Task lights shall be provided as indicated on the drawings or schedule. Such lights shall be a standard component of the manufacturer's system furniture products. All fixtures shall be Underwriters Laboratory (UL) approved. All fixtures shall have prismatic lenses, baffles or reflector systems necessary to provide a glare-free light and shall provide a minimum of 75 foot-candles of light without veiling reflections on the work surface directly below the fixture. Each fixture shall have an easily accessible on-off switch. All fixture diffusers, grilles or other coverings shall be easily removable to permit cleaning and relamping. Each fixture shall have a minimum of a six-foot factory-installed, heavy duty electrical cord set with a grounded plug and be UL approved.

B. A vertical, panel-mounted wire manager shall be installed with each task light. This wire manager shall be pre-finished. The wire manager shall be attached to the panel edge or connector strip without damaging panel surfaces.
5.15 OTHER
A. Typical and Special units as indicated.
B. Accessories and related components as indicated or required.

PART 6 EXECUTION

6.01 GENERAL.
A. The Contractor shall be responsible for verification of all site dimensions and facility conditions. The Contractor shall notify the Architect if installation cannot be successfully completed because of existing conditions prior to installation.

6.02 DELIVERY, STORAGE AND HANDLING
A. All Commercial Furniture - Workstations & Desks products shall be new and shall be delivered in the manufacturer's original and unopened packaging or crating. Products shall be packaged to prevent damage during transit and storage. The Contractor shall be responsible for the receipt, storage and handling of all products and supplies necessary to provide a complete installation. The Contractor shall comply with manufacturer's requirements for handling and shall take all necessary precautions to prevent damage.

6.03 INSTALLATION
A. The Contractor shall have a full time Installation crew. Each member of the crew shall be a manufacturer authorized Commercial Furniture - Workstations & Desks handler and technical installer capable of performing the job requirements outlined on the final approved workstation layout drawings. Installation shall be in accordance with the manufacturer's installation procedures.
B. All Commercial Furniture - Workstations & Desks panels and components shall be installed level, plumb, square, and with proper alignment with adjoining furniture. The furniture shall be securely interconnected and shall be securely attached to the building where required.
C. The Contractor shall inspect all panels and components to ensure that the installation is complete and that the furniture is free of defects and ready for use. The Contractor shall repair all defects or replace damaged components.
D. The Contractor shall provide coordination with the Owner and other contractors.

6.04 WIRING
A. The Contractor is responsible for all electrical wiring for the workstations and between workstations. Another contractor will make all hard-wire connections to the building electrical distribution system.
B. All electrical wiring shall be in accordance with the approved layout, the Commercial Furniture - Workstations & Desks manufacturer's installation procedures, National Electrical Code, and all other applicable electric codes.

6.05 ADJUSTING AND CLEANING
A. Repair damaged and defective Commercial Furniture - Workstations & Desks where possible to eliminate functional and visual defects; where not possible to repair, replace Commercial Furniture - Workstations & Desks. Adjust joinery for uniform appearance.
B. Clean Commercial Furniture - Workstations & Desks on exposed and semi-exposed surfaces. Touch up shop-applied finishes to restore damaged or soiled areas.

C. Field install one additional grommet wire access hole, for each 3 work stations provided during punch list adjustments, as directed by Architect.

6.06 PROTECTION

A. Provide final protection and maintain conditions in a manner that ensures that Commercial Furniture - Workstations & Desks is without damage or deterioration at the time of Substantial Completion.

END OF SECTION 12700
EXHIBIT B – SUBSTITUTION REQUESTS

A. SUBSTITUTION REQUEST GROUPING CATEGORIES
B. SUBSTITUTION REQUEST FORM
Requests for substitution in lieu of Basis of Design products must be submitted by Group numbers as designated below. Submit only one substitution group per substitution form. For instance, if your firm intends to submit substitutions for groups 10, 11 and 12, that would be 3 separate forms.

<table>
<thead>
<tr>
<th>Substitution Group</th>
<th>Basis of Design Item #</th>
<th>TAG</th>
<th>Description</th>
<th>Basis of Design Manufacturer</th>
<th>Basis of Design Model</th>
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<tbody>
<tr>
<td>1</td>
<td>1</td>
<td>BK1</td>
<td>Bookcase</td>
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<td>Universal Bookcase</td>
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<td>#10N367BCOFL</td>
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<td>2</td>
<td>2</td>
<td>CO1</td>
<td>Nesting Computer Chairs</td>
<td>Sit On it Seating</td>
<td>Movi: #711-18</td>
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<td>3</td>
<td>3</td>
<td>ST2</td>
<td>Bar Height Stool (hard floor)</td>
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<td>Framery</td>
<td>Framery O</td>
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<td>5</td>
<td>POD1</td>
<td>Seating Pod</td>
<td>Arcadia</td>
<td>Co - Op #6515-65TA</td>
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<td>Coact #F78145-H</td>
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<td>Coact #F78042-H</td>
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<td>DK3</td>
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<td>DK1</td>
<td>L Shaped Desk 30x72x66</td>
<td>National</td>
<td>Waveworks</td>
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EXHIBIT B - SUBSTITUTION REQUEST FORM

Project: Glen Ellyn Civic Center Renovation – Innovation DuPage Furniture

Bidder requests for substitutions will be considered upon receipt of this completed Substitution Request Form and supporting documentation which clearly indicate the features, materials, and finishes of the furniture proposed as “or equal” to the materials designated as Basis of Design. Bids received that contain materials that are not the basis of design or an approved substitution will be considered incomplete and invalid.

All Substitution requests are to be submitted by email to purchasing@cod.edu no later than January 22, 2019 at 12:00 pm. The email shall include “Substitution Request – B0021 - Furniture” in the subject line.

Substitution approvals will be made at the sole discretion of the College of DuPage. Approved substitutions will be published as an addendum and will become a part of the project specifications.

***** Submit one substitution request for each group proposed for review*****

The Bidder proposes the following substitution in accordance with the requirements of the Contract Documents:

<table>
<thead>
<tr>
<th>Scope of Substitution:</th>
<th>Basis of Design Group # ____________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Basis of Design Product Description:</td>
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<tr>
<td>Proposed Substitution:</td>
<td>Manufacturer __________________________________________</td>
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<tr>
<td></td>
<td>Product Line __________________________________________</td>
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<td>Model ________________________________________________</td>
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<tr>
<td></td>
<td>Numbers ______________________________________________</td>
</tr>
<tr>
<td>List all Deviations from Specified Requirements:</td>
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<tr>
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</tbody>
</table>

Attachments: ______ Yes ______ No. Attach supporting documentation sufficient to evaluate substitution, specifically to include Product Brochures and Product Specifications. Substitution Request Forms submitted without adequate documentation will not be reviewed.

Signature below signifies acceptance of responsibility for accuracy and completeness of information included in the Substitution Request Form.

Provide Contact Name, Firm Name and Phone Number Below:

________________________________________________________

Authorized Signature:- ________________________________ Date: ________________________________
EXHIBIT C – FURNITURE FLOOR PLAN

See attached Drawing I-111 dated 11/20/18
THIS DRAWING GRAPHICALLY SHOWS THE QUANTITIES AND LOCATIONS OF ALL FURNITURE INCLUDED IN THE BID. EXHIBIT D IDENTIFIES THE PIECES FURTHER, DEFINING THE BASIS OF DESIGN MANUFACTURER, MODEL, FEATURES AND QUANTITIES OF EACH SET OF FURNITURE.
EXHIBIT D – BASIS OF DESIGN FURNITURE SPECIFICATIONS

See attached 17 page document “Basis of Design Furniture Specifications”
**Item 1 Commercial Furniture Bid Package (CF)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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<tbody>
<tr>
<td>BK1</td>
<td>Bookcase, 36&quot;L</td>
</tr>
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</table>

**Manufacturer:** National - Contact: Christine Gould @ 773.230.8024  
**Model:** Universal Bookcase: #10N3672BCOFL  
**Finish:** LAMINATE: Amber (MC)  
**Upholstery:** N/A  
**Contact:** N/A  
**Dimensions:** 35.75"W  11.75"D  72"H  
**Specification:** Universal Bookcase, Laminate bookcase with (3) adjustable shelves & (1) fixed shelf. Bookcase to have flat edge detail.

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<th>Quantity</th>
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Total Items: 3
### Item 2 Commercial Furniture Bid Package (CF)

<table>
<thead>
<tr>
<th>C01</th>
<th>Computer Chair, Nesting</th>
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<tbody>
<tr>
<td><strong>Manufacturer:</strong></td>
<td>Sit-On-It Seating - Contact: Sean Canty @ 630.649.8252</td>
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<tr>
<td><strong>Model:</strong></td>
<td>Movi: #711-18</td>
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<tr>
<td><strong>Finish:</strong></td>
<td>FRAME/CASTER: Black</td>
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<td><strong>Upholstery:</strong></td>
<td>MESH: Apple; UPHOLSTERY: Designtex; Jaunt 3568-402; Color: Baltic</td>
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<tr>
<td><strong>Contact:</strong></td>
<td>Designtex; Elizabeth Hynes @ 800.221.1540</td>
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<tr>
<td><strong>Dimensions:</strong></td>
<td>23&quot;W  22.75&quot;D  34.62109375&quot;H</td>
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<tr>
<td><strong>Specification:</strong></td>
<td>Movi; Nester chair with mesh back and upholstered seat. Fixed arm, black base and casters approved for carpet.</td>
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<table>
<thead>
<tr>
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<td>INCUBATION HUB</td>
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</table>

Total Items: 63
Item 12 Commercial Furniture Bid Package (CF)

| Manufacturer: | National - Contact: Christine Gould @ 773.230.8024 |
| Model: | Waveworks |
| Finish: | LAMINATE: Amber (MC) |
| Upholstery: | TACK PANEL: Grade A; Color: TBD |
| Contact: | N/A |
| Dimensions: | 30"D 30"H |
| Specification: | Waveworks, "L" Shaped laminate desk with full height laminate ends panels and laminate support panels as needed. Front laminate workstation to be 84"L x 30" D with (2) black racetrack grommets. Above provide 20"H tack panel the length of surface and return to be 108"L x 30"D cut size to fit in field with (1) black racetrack grommet. Under return stacked on left to be (1) laminate box file pedestal & (1) laminate file file pedestal with cinder beam pulls, provide locks that are keyed per room. Include wire trough running length of both surfaces. Include (1) pencil tray and all necessary attachment brackets as required for a complete installation. Contractor to verify handedness of desk based on layout in plans. |

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<th>ACCELERATOR HUB</th>
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Item 12A Commercial Furniture Bid Package (CF)

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<td>Model:</td>
<td>Waveworks</td>
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<td>Finish:</td>
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<tr>
<td>Upholstery:</td>
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<td>Dimensions:</td>
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</tr>
</tbody>
</table>

Specification: Waveworks, "L" Shaped laminate desk with full height laminate ends panels and laminate support panels as needed. Front laminate workstation to be 90"L x 30"D with (2) black racetrack grommets. Above provide 20"H tack panel the length of surface and return to be 42"L x 30"D with (1) black racetrack grommet. Under return stacked on right to be (1) laminate box box file pedestal with cinder beam pulls, provide locks that are keyed per room. Include wire trough running length of both surfaces. Include (1) pencil tray and all necessary attachment brackets as required for a complete installation. Contractor to verify handedness of desk based on layout in plans.

<table>
<thead>
<tr>
<th>Room: 126</th>
<th>INCUBATION HUB</th>
<th>COD ID Space</th>
<th>Quantity: 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>INCUBATION HUB</td>
<td>COD ID Space</td>
<td>Quantity: 2</td>
<td></td>
</tr>
</tbody>
</table>

Total Items: 2
Item 12B Commercial Furniture Bid Package (CF)

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Manufacturer</th>
<th>Contact</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>DK3</td>
<td>&quot;L&quot; Shaped Desk, 30&quot;D x 84&quot; x 114&quot;</td>
<td>National</td>
<td>Christine Gould @ 773.230.8024</td>
<td>1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Waveworks</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>LAMINATE: Amber (MC); METAL: Cinder</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>TACK PANEL: Grade A; Color: TBD</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>N/A</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>30&quot;D 30&quot;H</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Specification</td>
<td>Waveworks, &quot;L&quot; Shaped laminate desk with full height laminate ends panels and laminate support panels as needed. Front laminate workstation to be 84&quot;L x 30&quot; D with (2) black racetrack grommets. Above provide 20&quot;H tack panel the length of surface and return to be 84&quot;L x 30&quot;D with (1) black racetrack grommet. Under return stacked on left to be (1) lamiante box box file pedestal &amp; (1) laminate file file pedestal with cinder beam pulls, provide locks that are keyed per room. Include wire trough running length of both surfaces. Include (1) pencil tray and all necessary attachment brackets as required for a complete installation. Contractor to verify handedness of desk based on layout in plans.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Room</th>
<th>Space</th>
<th>COD ID</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>118</td>
<td>C.E.O.</td>
<td></td>
<td>1</td>
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<tr>
<td>120</td>
<td>COMMUNITY DIR.</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>121</td>
<td>PARTNER OFC.</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>122</td>
<td>PARTNER OFC.</td>
<td></td>
<td>1</td>
</tr>
<tr>
<td>123</td>
<td>PARTNER OFC.</td>
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<td>1</td>
</tr>
</tbody>
</table>

Total Items: 5
### Item 6 Commercial Furniture Bid Package (CF)

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Manufacturer</th>
<th>Model</th>
<th>Finish</th>
<th>Upholstery</th>
<th>Contact</th>
<th>Dimensions</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>ML1</td>
<td>Modular Lounge, Straight</td>
<td>OFS - Contact: Stacey Harloe @ 312.222.9377</td>
<td>Coact: #F78042-H</td>
<td>WOOD: Ebony</td>
<td>BASE/BACK: Pallas; Construct; Color: Midnight; SEAT: Pallas; Adele; Color: Pavement</td>
<td>Pallas: Sean Canty @ 630.649.8252</td>
<td>45&quot;W 24.5&quot;D 49.75&quot;H</td>
<td>Coact Modular Lounge; Fully upholstered high back (2) seater single booth unit with wood square tapered legs. Include ganging brackets and all necessary attachment brackets for a complete installation.</td>
</tr>
</tbody>
</table>

**Room:** 125  
**Shared Workspaces:** COD ID Space  
**Quantity:** 3

**Total Items:** 3

---

<table>
<thead>
<tr>
<th>Item 6A</th>
<th>Modular Lounge, Curved Corner</th>
<th>Manufacturer</th>
<th>Model</th>
<th>Finish</th>
<th>Upholstery</th>
<th>Contact</th>
<th>Dimensions</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>ML2</td>
<td>OFS - Contact: Stacey Harloe @ 312.222.9377</td>
<td>Coact: #F78145-H</td>
<td>WOOD: Ebony</td>
<td>BASE/BACK: Pallas; Construct; Color: Midnight; SEAT: Pallas; Adele; Color: Pavement</td>
<td>Pallas: Sean Canty @ 630.649.8252</td>
<td>43&quot;W 43&quot;D 49.75&quot;H</td>
<td>Coact Modular Lounge; Fully upholstered high back corner unit with wood square tapered legs. Include ganging brackets and all necessary attachment brackets required for a complete installation.</td>
<td></td>
</tr>
</tbody>
</table>

**Room:** 125  
**Shared Workspaces:** COD ID Space  
**Quantity:** 1

**Total Items:** 1

---

12500 - Commercial Furniture (CF)
Item 4 Commercial Furniture Bid Package (CF)

<table>
<thead>
<tr>
<th>PB1</th>
<th>Phone Booth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manufacturer:</td>
<td>Framery - Contact: Reid Ruberti @ 617.688.7699</td>
</tr>
<tr>
<td>Model:</td>
<td>Framery O</td>
</tr>
<tr>
<td>Finish:</td>
<td>LAMINATE: Cloudy Gray; EXTERIOR FRAME: Misty Blue; INTERIOR: Standard</td>
</tr>
<tr>
<td>Upholstery:</td>
<td>N/A</td>
</tr>
<tr>
<td>Contact:</td>
<td>N/A</td>
</tr>
<tr>
<td>Dimensions:</td>
<td>40&quot;W 40&quot;D 87&quot;H</td>
</tr>
<tr>
<td>Specification:</td>
<td>Framery O; Quick call phone booth with wide table, self closing hinges, and standard handle/lock. Include power &amp; USB port.</td>
</tr>
</tbody>
</table>

Room: 125  | SHARED WORKSPACES  | COD ID Space  | Quantity: 1 |
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Item 5</td>
<td>Total Items: 1</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Item 5 Seating Pod

<table>
<thead>
<tr>
<th>POD1</th>
<th>Seating Pod</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manufacturer:</td>
<td>Arcadia - Contact: Elyse Wyatt @ 815.494.5791</td>
</tr>
<tr>
<td>Model:</td>
<td>Co-Op: #6515-65TA</td>
</tr>
<tr>
<td>Finish:</td>
<td>(B) VENEER: Autumn Maple</td>
</tr>
<tr>
<td>Upholstery:</td>
<td>FRAME (C): Pallas; Construct; Color: Midnight; SEAT (D,E &amp; F): Pallas; Adele; Color: Pavement</td>
</tr>
<tr>
<td>Contact:</td>
<td>Pallas: Sean Canty @ 630.649.8252</td>
</tr>
<tr>
<td>Dimensions:</td>
<td>58.5&quot;W 30&quot;D 56.75&quot;H</td>
</tr>
<tr>
<td>Specification:</td>
<td>Co-Op; Private single work module, left side seated, as facing with non-upholstered veneer accent tier and contrasting seat/panel upholstery. Include silver power band 3 on seat (L1) (dual power, two USB). Wall outlets to be provided, contractor to verify locations for correct cord length. Provide all necessary attachments &amp; accessories for complete installation.</td>
</tr>
</tbody>
</table>

Room: 125  | SHARED WORKSPACES  | COD ID Space  | Quantity: 4 |
<table>
<thead>
<tr>
<th></th>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Items: 4</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Item 3 Commercial Furniture Bid Package (CF)

#### ST1 Bar Height Stool

<table>
<thead>
<tr>
<th>Manufacturer:</th>
<th>National - Contact: Christine Gould @ 773.230.8024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Model:</td>
<td>Jewel: #N44SM2WBL</td>
</tr>
<tr>
<td>Finish:</td>
<td>WOOD: Black; METAL: Polished Aluminum</td>
</tr>
<tr>
<td>Upholstery:</td>
<td>N/A</td>
</tr>
<tr>
<td>Contact:</td>
<td>N/A</td>
</tr>
<tr>
<td>Dimensions:</td>
<td>21.5&quot;W 24.75&quot;D 43.75&quot;H</td>
</tr>
<tr>
<td>Specification:</td>
<td>Jewel; Armless stool with molded plywood seat and back and tubular steel base. Include glides approved for carpet.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Room: 125</th>
<th>SHARE WORKSPACES COD ID Space</th>
<th>Quantity: 8</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Items: 8</td>
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<td></td>
</tr>
</tbody>
</table>

#### ST2 Bar Height Stool

<table>
<thead>
<tr>
<th>Manufacturer:</th>
<th>National - Contact: Christine Gould @ 773.230.8024</th>
</tr>
</thead>
<tbody>
<tr>
<td>Model:</td>
<td>Jewel: #N44SM2WBL</td>
</tr>
<tr>
<td>Finish:</td>
<td>WOOD: Black; METAL: Polished Aluminum</td>
</tr>
<tr>
<td>Upholstery:</td>
<td>N/A</td>
</tr>
<tr>
<td>Contact:</td>
<td>N/A</td>
</tr>
<tr>
<td>Dimensions:</td>
<td>21.5&quot;W 24.75&quot;D 43.75&quot;H</td>
</tr>
<tr>
<td>Specification:</td>
<td>Jewel; Armless stool with molded plywood seat and back and tubular steel base. Include glides approved for hard surface.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Room: 138</th>
<th>MULTI-USE EVENT SPACE COD ID Space</th>
<th>Quantity: 16</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Items: 16</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### Item 7 Commercial Furniture Bid Package (CF)

<table>
<thead>
<tr>
<th>T30</th>
<th>Bar Height Table, 30&quot; Round</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Manufacturer:</strong></td>
<td>Bernhardt - Contact: Kristin Peschke @ 312.961.4177</td>
</tr>
<tr>
<td><strong>Model:</strong></td>
<td>Story #6FX &amp; #YAX</td>
</tr>
<tr>
<td><strong>Finish:</strong></td>
<td>METAL: Polished Aluminum; LAMINATE: Wilsonart; Portico Teak 821K-28</td>
</tr>
<tr>
<td><strong>Upholstery:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Contact:</strong></td>
<td>Bernhardt: Ed Connealy @ 773.263.2662</td>
</tr>
<tr>
<td><strong>Dimensions:</strong></td>
<td>30&quot;W 40.25&quot;H</td>
</tr>
<tr>
<td><strong>Specification:</strong></td>
<td>Story; Round laminate top with RB Edge and bar height fixed base. Include glides approved for carpet.</td>
</tr>
</tbody>
</table>

| Room: 125 | SHARED WORKSPACES | COD ID Space | Quantity: 2 |
| Room: 138 | MULTI-USE EVENT SPACE | COD ID Space | Quantity: 4 |

**Total Items: 6**
**Item 11 Commercial Furniture Bid Package (CF)**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Manufacturer</th>
<th>Model</th>
<th>Finish</th>
<th>Upholstery</th>
<th>Dimensions</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>T2448</td>
<td>Rectangular Desk, 24&quot;D x 48&quot;L</td>
<td>National</td>
<td>Alloy</td>
<td>LAMINATE: Formica; Elemental Concrete 8830-58; METAL (LEGS): Cinder METAL (BEAM): Silver</td>
<td>N/A</td>
<td>24''D 30''H 48''L</td>
<td>Alloy, Rectangular laminate desking with softened PVC edge. Surface to provide (1) single sided fixed powered stations 24''D x 48''W with metal square support base &amp; power poles as needed. Cable trough to run length of each workstation. Include power trough for individual workstations with (2) receptacles &amp; (2) USB ports per workstation and center cutout to be left open for owner to run data cords. Wall outlets will be provided, contractor to verify locations to provide correct length of cords. Include all necessary ganging and wire management accessories as needed.</td>
</tr>
</tbody>
</table>

**Room: 126 INCUBATION HUB COD ID Space**

<table>
<thead>
<tr>
<th></th>
<th></th>
<th>Quantity: 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Items:</td>
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</tr>
</tbody>
</table>
# Item 11A Commercial Furniture Bid Package (CF)

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>T24192</td>
<td>Rectangular Desk, 24&quot;D x 192&quot;L</td>
</tr>
</tbody>
</table>

**Manufacturer:** National - Contact: Christine Gould @ 773.230.8024

**Model:** Alloy

**Finish:**
- LAMINATE: Formica; Elemental Concrete 8830-58; METAL (LEGS): Cinder METAL (BEAM): Silver
- N/A

**Upholstery:** N/A

**Contact:** N/A

**Dimensions:** 24"D 30"H 192"L

**Specification:**
Alloy, Rectangular laminate desking with softened PVC edge. Surface to provide (4) single sided fixed powered stations 24"D x 48"W as shown on plan. Cable trough to run length of each workstation. Gang surfaces together using combination of start, mid, & end surfaces with metal square support base & power poles as needed. Include power trough for individual workstations with (2) receptacles & (2) USB ports per workstation and center cutout to be left open for owner to run data cords. Wall outlets will be provided, contractor to verify locations to provide correct length of cords. Include all necessary ganging and wire management accessories as needed for a complete installation.

---

**Room: 126**

**INCUBATION HUB**

**COD ID Space**

**Quantity:** 1

**Total Items:** 1
Item 11B Commercial Furniture Bid Package (CF)

<table>
<thead>
<tr>
<th>T24240</th>
<th>Rectangular Desk, 24&quot;D x 240&quot;L</th>
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</thead>
<tbody>
<tr>
<td>Manufacturer:</td>
<td>National - Contact: Christine Gould @ 773.230.8024</td>
</tr>
<tr>
<td>Model:</td>
<td>Alloy</td>
</tr>
<tr>
<td>Finish:</td>
<td>LAMINATE: Formica; Elemental Concrete 8830-58; METAL (LEGS): Cinder ;METAL (BEAM): Silver</td>
</tr>
<tr>
<td>Upholstery:</td>
<td>N/A</td>
</tr>
<tr>
<td>Contact:</td>
<td>N/A</td>
</tr>
<tr>
<td>Dimensions:</td>
<td>24&quot;D  30&quot;H  240&quot;L</td>
</tr>
<tr>
<td>Specification:</td>
<td>Alloy, Rectangular laminate desking with softened PVC edge. Surface to provide (5) single sided fixed powered stations 24&quot;D x 48&quot;W as shown on plan. Cable trough to run length of each workstation. Gang surfaces together using combination of start, mid, &amp; end surfaces with metal square support base &amp; power poles as needed. Include power trough for individual workstations with (2) receptacles &amp; (2) USB ports per workstation and center cutout to be left open for owner to run data cords. Wall outlets will be provided, contractor to verify locations to provide correct length of cords. Include all necessary ganging and wire management accessories as needed for a complete installation.</td>
</tr>
</tbody>
</table>

Room: 126  INCUBATION HUB  COD ID Space  Quantity: 1

Total Items: 1
### Item 10 Commercial Furniture Bid Package (CF)

<table>
<thead>
<tr>
<th>T24270</th>
<th>Rectangular Desk, 24&quot;D x 270&quot;L</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manufacturer:</td>
<td>National - Contact: Christine Gould @ 773.230.8024</td>
</tr>
<tr>
<td>Model:</td>
<td>Alloy</td>
</tr>
<tr>
<td>Finish:</td>
<td>LAMINATE: Formica; Elemental Concrete 8830-58; METAL (LEGS): Cinder METAL (BEAM): Silver; RESIN: Frosted</td>
</tr>
<tr>
<td>Upholstery:</td>
<td>N/A</td>
</tr>
<tr>
<td>Contact:</td>
<td>N/A</td>
</tr>
<tr>
<td>Dimensions:</td>
<td>24&quot;W  30&quot;H  270&quot;L</td>
</tr>
<tr>
<td>Specification:</td>
<td>Alloy, Rectangular laminate desking with softened PVC edge. Surface to provide (5) single sided fixed powered stations 24&quot;D x 54&quot;W as shown on plan. Cable trough to run length of each workstation. Gang surfaces together using combination of start, mid, &amp; end surfaces with metal square support base &amp; power poles as needed. Include beam mounted 13&quot;H acrylic privacy screen entire length of workstations. Include power trough for individual workstations with (2) receptacles &amp; (2) USB ports per workstation and center cutout to be left open for owner to run data cords. Floor boxes will be provided at each end, contractor to verify locations to provide correct length of cords. Include all necessary ganging and wire management accessories as needed for a complete installation.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Room: 124</th>
<th>SHARED WORKSPACES</th>
<th>COD ID Space</th>
<th>Quantity: 1</th>
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</table>

Total Items: 1
Item 12C Commercial Furniture Bid Package (CF)

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>T36144</td>
<td>Rectangular Desk, 36&quot;D x 144&quot;L</td>
</tr>
</tbody>
</table>

Manufacturer: National - Contact: Christine Gould @ 773.230.8024
Model: Waveworks
Finish: LAMINATE: Formica; Elemental Concrete 8830-58; EDGE: Platinum Grey; METAL: Cinder; RESIN: Frosted
Upholstery: N/A
Contact: N/A
Dimensions: 36"D 30"H 144"L
Specification: Waveworks, Rectangular laminate desking with softened PVC edge. Surface to provide (3) double stations 18"D x 48"W as shown on plans. Cable trough to run length of each workstation. Gang surfaces together using combination of start, mid, & end surfaces with metal square support base & power poles as needed. Include beam mounted 13"H acrylic privacy screen entire length of workstations. Provide (6) G12A Pivoting power/USB Grommet (1 per workstation) & 2 3/4" round grommet for data cords, locations to be confirmed in shop drawings. Floor boxes will be provided at each end, contractor to verify locations to provide correct length of cords. Include all necessary ganging and wire management accessories as needed for a complete installation.

Room: 127  ACCELERATOR HUB  COD ID Space  Quantity: 1

Total Items: 1
### Item 10A Commercial Furniture Bid Package (CF)

<table>
<thead>
<tr>
<th>T48306</th>
<th>Rectangular Desk, 48&quot;D x 306&quot;L</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Manufacturer:</strong></td>
<td>National</td>
</tr>
<tr>
<td><strong>Model:</strong></td>
<td>Alloy</td>
</tr>
<tr>
<td><strong>Finish:</strong></td>
<td>LAMINATE: Formica; Elemental Concrete 8830-58; METAL (LEGS): Cinder METAL (BEAM): Silver; RESIN: Frosted</td>
</tr>
<tr>
<td><strong>Upholstery:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Contact:</strong></td>
<td>N/A</td>
</tr>
<tr>
<td><strong>Dimensions:</strong></td>
<td>48&quot;W 30&quot;H 306&quot;L</td>
</tr>
<tr>
<td><strong>Specification:</strong></td>
<td>Alloy, Rectangular laminate desking with softened PVC edge. Surface to provide (5) double sided fixed powered stations 24&quot;D x 54&quot;W with ends to have 18&quot;D x 48&quot;W extended surface as shown on plan. Cable trough to run length of each workstation. Gang surfaces together using combination of start, mid, &amp; end surfaces with metal square support base &amp; power poles as needed. Include beam mounted 13&quot;H acrylic privacy screen entire length of workstations. Include power trough for individual workstations with (2) receptacles &amp; (2) USB ports per workstation and center cutout to be left open for owner to run data cords. Floor boxes will be provided at each end, contractor to verify locations to provide correct length of cords. Include all necessary ganging and wire management accessories as needed for a complete installation.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Room: 124</th>
<th>SHARED WORKSPACES</th>
<th>COD ID Space</th>
<th>Quantity: 1</th>
</tr>
</thead>
</table>

| **Total Items:** | 1 |
Item 9 Commercial Furniture Bid Package (CF)

<table>
<thead>
<tr>
<th>TC1</th>
<th>Task Chair</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manufacturer:</td>
<td>Sit-On-It Seating - Contact: Sean Canty @ 630.649.8252</td>
</tr>
<tr>
<td>Model:</td>
<td>Torsa: #711-18</td>
</tr>
<tr>
<td>Finish:</td>
<td>FRAME/BACK: Graphite</td>
</tr>
<tr>
<td>Upholstery:</td>
<td>MESH: Navy; SEAT: Pallas; Adele; Color: Midnight</td>
</tr>
<tr>
<td>Contact:</td>
<td>Pallas: Sean Canty @ 630.649.8252</td>
</tr>
<tr>
<td>Dimensions:</td>
<td>27&quot;W 27.125&quot;D 44.5&quot;H</td>
</tr>
<tr>
<td>Specification:</td>
<td>Torsa, Highback task chair with enhanced synchro mechanism, seat depth adjustment, standard cylinder, multi-adjustable (height/width) nylon arms and nylon base. Include casters approved for carpet.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Room</th>
<th>C.E.O.</th>
<th>COMMUNITY DIR.</th>
<th>PARTNER OFC.</th>
<th>PARTNER OFC.</th>
<th>PARTNER OFC.</th>
<th>SHARED WORKSPACES</th>
<th>INCUBATION HUB</th>
<th>ACCELERATOR HUB</th>
<th>RECEPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Code ID</td>
<td>118</td>
<td>120</td>
<td>121</td>
<td>122</td>
<td>123</td>
<td>124</td>
<td>126</td>
<td>127</td>
<td>132</td>
</tr>
<tr>
<td>Space</td>
<td>COD ID Space</td>
<td>COD ID Space</td>
<td>COD ID Space</td>
<td>COD ID Space</td>
<td>COD ID Space</td>
<td>COD ID Space</td>
<td>COD ID Space</td>
<td>COD ID Space</td>
<td>COD ID Space</td>
</tr>
<tr>
<td>Quantity</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>1</td>
<td>15</td>
<td>2</td>
<td>1</td>
<td>2</td>
</tr>
</tbody>
</table>

Total Items: 25
### Item 8 Commercial Furniture Bid Package (CF)

<table>
<thead>
<tr>
<th>Table, 36&quot;D x 72&quot;L</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manufacturer: Nevins - Contact: Joanne Giannis @ 630.947.3614</td>
</tr>
<tr>
<td>Model: Oscar: #RE3672AOC1Y01250</td>
</tr>
<tr>
<td>Finish: LAMINATE: Formica; Elemental Concrete (Custom); METAL: BC08 Black</td>
</tr>
<tr>
<td>Upholstery: N/A</td>
</tr>
<tr>
<td>Contact: N/A</td>
</tr>
<tr>
<td>Dimensions: 36&quot;W 29.25&quot;H 72&quot;L</td>
</tr>
<tr>
<td>Specification: Oscar; Fixed laminate top with 3MM PVC knife edge with Y-base and stretcher. Provide (1) COV4U Cover (Power/USB) located in center of table. Wall outlets to be provided, contractor to verify locations to provide correct length of cords. Include 4-loop wire manager (black) and all necessary accessories as needed.</td>
</tr>
</tbody>
</table>

| Room: 130  | PODCAST/CONF. RM.  | COD ID Space  | Quantity: 1 |
| Room: 131  | CONFERENCE RM  | COD ID Space  | Quantity: 1 |

Total Items: 2

---

### Item 8A

<table>
<thead>
<tr>
<th>Table, 42&quot;D x 108&quot;L</th>
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<tbody>
<tr>
<td>Manufacturer: Nevins - Contact: Joanne Giannis @ 630.947.3614</td>
</tr>
<tr>
<td>Model: Oscar #RE4296AOC1Y01166 - Modified</td>
</tr>
<tr>
<td>Finish: LAMINATE: Formica; Elemental Concrete (Custom); METAL: BC08 Black</td>
</tr>
<tr>
<td>Upholstery: N/A</td>
</tr>
<tr>
<td>Contact: N/A</td>
</tr>
<tr>
<td>Dimensions: 42&quot;W 29&quot;H 108&quot;L</td>
</tr>
<tr>
<td>Specification: Oscar; Fixed laminate top with 3MM PVC knife edge with Y-base and stretcher. Size modified to 42&quot;D x 108&quot;L. Provide (1) COV4U Cover (Power/USB) located in center of table. Wall outlets to be provided, contractor to verify locations to provide correct length of cords. Include 4-loop wire manager (black) and all necessary accessories as needed.</td>
</tr>
</tbody>
</table>

| Room: 129  | CONFERENCE RM.  | COD ID Space  | Quantity: 1 |

Total Items: 1
EXHIBIT E – PREVAILING WAGE FORM

Prevailing Wage Form

In an effort to meet the Prevailing Wage Survey requirements of the State of Illinois, the College of DuPage has established the Prevailing Wage Form that will assist in reporting Prevailing Wage information. Please complete the information below and return to the College of DuPage Project Manager.

Project Name: ________________________________

Project Bid/RFP#: ____________________________

Contractor Information:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Suite/Floor</th>
<th>Street Address</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>City</th>
<th>ST</th>
<th>Zip Code</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone</th>
<th>Fax</th>
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<tbody>
<tr>
<td></td>
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</table>

Contractor Contact Information:

<table>
<thead>
<tr>
<th>First Name</th>
<th>MI</th>
<th>Last Name</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Title</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
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</table>

<table>
<thead>
<tr>
<th>City</th>
<th>ST</th>
<th>Zip</th>
</tr>
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<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Primary Phone</th>
</tr>
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<tbody>
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</tr>
</tbody>
</table>

College of DuPage Project Manager: __________________________ Date: __________
EXHIBIT F – SAMPLE SMALL PROJECT AGREEMENT

See attached 5 page document “SMALL PROJECTS AGREEMENT FOR Sample Project”
THIS AGREEMENT ("Agreement") is made as of February 22, 2019 by and among Community College District 502 (COLLEGE OF DuPAGE), ("COD") and Furniture Vendor ("Contractor").

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

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

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

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

The work shall be completed Prior to April 22. Time is of the essence under this Agreement.

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

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

4. Indemnification and Insurance. Contractor hereby agrees to indemnify and hold COD, its trustees, officers, agents, employees and any other parties designated by COD (COD, its trustees, officers, agents, employees any other parties designated by COD hereinafter collectively called the "Indemnities") 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 Indemnities 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. – not required for furniture installations of this magnitude

6. Termination. COD may terminate this Agreement at any time, in whole or in part, with or without cause, upon written notice to Contractor. In the event this Agreement is terminated for convenience, Contractor shall be compensated for work properly rendered through the date of termination, as can be documented to the reasonable satisfaction of COD. COD shall have no liability to Contractor beyond the date of termination. In no event shall contractor be compensated for anticipated profit or lost opportunity.
7. **Liens.** Upon COD’s request, contractor shall submit mechanics’ lien waivers in form acceptable to COD with each statement for work rendered or request for payment. Should liens be placed on the project by any subcontractor, contractor shall indemnify COD for all costs, expenses and attorneys fees incurred in the defense of such lien.

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

9. **Changes in Scope of Work.** COD may, without invalidating this Agreement, request changes in the scope of the work, whether taking the form of additions, deletions, or other revisions. No such work shall be performed unless and until such change is agreed in writing by COD and Contractor. If the change in work will result in a change in contract price, the change in price shall be calculated by 1) lump sum, 2) agreed unit rates, or 3) time and material reimbursable plus mark-up. COD shall solely select the method of pricing.

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

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

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

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

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

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

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

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

COLLEGE OF DUPAGE

Contractor:

By: ___________________________  By: ___________________________

Name: Dr. Brian Caputo  Name: ___________________________

Title: VP Administration, CFO  Title: ___________________________
**SCOPE OF WORK**

Bid Package 2019-B0021 by along with any addendums issued.
Contractor shall submit monthly statements for work rendered. The statements will be based upon Contractor’s work completed at the time of billing on the basis of actual work performed. COD shall make payments to Contractor sixty (60) days after receipt of Contractor’s statements properly submitted. Monthly statements shall detail Amount Currently Due, Previous Amount Billed, and Balance of Contract Outstanding. In the event of termination for convenience by COD as herein provided, Contractor shall be paid for work properly rendered prior to termination, or as otherwise provided herein.

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

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

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

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

**UNIT RATE SCHEDULE**

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Rate ($)</th>
</tr>
</thead>
<tbody>
<tr>
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</tr>
</tbody>
</table>

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

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

The Contractor shall furnish the College of DuPage with a Certificate of Insurance, with Community College District 502, its trustees, officers, agents, employees, and any other parties designated by COD named as an additional insured for Commercial General and Automobile Liability, showing the minimum coverage indicated below. Insurance companies must have a Best Rating of at least A VI and otherwise be acceptable to the College. Workers’ compensation insurance shall include a waiver of subrogation in favor of the College of DuPage. The College will also be shown as the certificate holder. Further, the Certificate of Insurance shall state that coverage provided is primary to any other coverage available to College of DuPage. An endorsement page showing coverage must accompany the certificate of insurance. The foregoing certificate shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least sixty (60) days prior written notice has been given to College of DuPage.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>MINIMUM INSURANCE COVERAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability including:</td>
<td>Commercial General Liability</td>
</tr>
<tr>
<td>1. Premises – Operations</td>
<td>$1,000,000 / $2,000,000</td>
</tr>
<tr>
<td>2. Explosion, Underground and Collapse Hazard</td>
<td></td>
</tr>
<tr>
<td>3. Products/Completed Operations</td>
<td></td>
</tr>
<tr>
<td>4. Contractual Insurance</td>
<td></td>
</tr>
<tr>
<td>5. Broad Form Property Damage</td>
<td></td>
</tr>
<tr>
<td>6. Independent Contractors</td>
<td></td>
</tr>
<tr>
<td>7. Bodily Injury</td>
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</tr>
<tr>
<td><strong>Automobile Liability</strong></td>
<td>$1,000,000 / $2,000,000</td>
</tr>
<tr>
<td>Owned, Non-owned, or Rented</td>
<td></td>
</tr>
<tr>
<td><strong>Workers’ Compensation and Employers’ Liability</strong></td>
<td>As Required by Applicable Laws.</td>
</tr>
<tr>
<td><strong>Professional Liability</strong></td>
<td>If Performance Specifications are required by the Contract</td>
</tr>
<tr>
<td>Contract</td>
<td></td>
</tr>
</tbody>
</table>