

INSTRUCTIONS TO BIDDERS
For
SSC LED Lighting Upgrade
Bid #24-18

July 25th, 2024
3:30 PM CST

Sealed Bids are invited pursuant to specifications

BID:

Bids will be received and publicly read aloud by Rock Valley College at the place, date and time hereinafter designated. You are invited to be present if you so desire.

PLACE:

Rock Valley College
SSB Conference Room 1309
3301 N Mulford Rd
Rockford, IL 61114-5699

OPENING DATE: Thursday, July 25th, 2024.

TIME: 3:30 PM. Central Standard Time
Bids received after this time will not be accepted.

Bids must be in accordance with the instructions contained herein. All Submittals are to contain a total of **1 hard copy and 1 digital device**. They shall be submitted on or before the specified closing time in an opaque sealed envelope addressed to:

Karen Kerr, Director of Business Services
Business Services, SSB 2205
Rock Valley College
3301 N Mulford Rd
Rockford IL 61114-5699

All envelopes should be plainly marked, with the Bidder's Name and Address and the following notation: *Bid #24-18: SSC LED Lighting Upgrade*

EMAILS OR FAXES ARE NOT ACCEPTABLE

NON-MANDATORY PRE-BID MEETING: A non-mandatory pre-bid meeting will be held on Tuesday, July 16, 2024, at 10:00 A.M. The meeting will begin in room 1309 of the SSB building and will be followed by a site visit upon request.

QUESTIONS: Must be submitted no later than 4:00 P.M. CST on Wednesday, July 17, 2024 via email to Karen Kerr at K.Kerr@rockvalleycollege.edu

STANDARD INSTRUCTIONS

1. **TAX EXEMPTION:** Rock Valley College (“RVC”) is exempt from Federal, State, Municipal taxes and Illinois Retailers Occupational Tax.
2. **SIGNATURE AND REPRESENTATION:** The signature on Bid/Proposal documents is to be that of an authorized representative of said company. Each bidder (individually, “Contractor/Vendor/Bidder”), by making their Bid/Proposal, represents that they have read and understand the Bid/Proposal documents and that these instructions to bidders are a part of the specifications. Further, by signing the Bid/Proposal documents, each bidder acknowledges that Bids/Proposals shall include the delivery of all materials, including but not limited to, all necessary equipment, supplies, tools, accessories, transportation, insurances, warranties, and all other facilities, and the performance of all labor and services necessary for the proper completion of the Work (as defined in this Bid/RFP Package), and that Bids/Proposals shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the Work to be performed. **BY SUBMITTING A BID/PROPOSAL, THE BIDDER REPRESENTS TO ROCK VALLEY COLLEGE THAT IT HAS CAREFULLY REVIEWED THIS BID/RFP PACKAGE, AND IS NOT AWARE OF ANY VAGUE, AMBIGUOUS OR INCONSISTENT TERMS CONTAINED THEREIN.**
3. **DISQUALIFICATION:** RVC’s Director of Business Services will make such investigation as is necessary to determine the ability of the Bidder to fulfill Bid/Proposal requirements. RVC reserves the right to reject any Bid/Proposal if it is determined that Contractor/Vendor is not properly qualified to carry out the obligations of the Contract, in which case Contractor/Vendor will be declared non-responsible.
4. **ALTERNATE BIDS:** An alternate bid shall not be considered unless requested by RVC. An alternate bid does not constitute a counteroffer by Bidder. An alternate bid shall not become a part of the Agreement unless approved by RVC in writing upon award of the bid.
5. **NON-CONFORMING BIDS:** Contractor/Vendor shall not make any changes to the wording of the bid documents. Any bid submittal that contains or purports to contain changes to the wording of the bid documents or qualifications, terms, conditions, or provisions in addition to or in conflict with this bid package, shall be automatically rejected as non-responsive. Any bid that omits bid pricing for any part or parts of the base bid and/or any alternate shall be automatically rejected as non-responsive. RVC will not allow such changes, alternates, or substitutions unless issued as part of an addendum. Should Contractor/Vendor seek to use any substitution or alternate, Contractor/Vendor shall provide the specifications for said substitution or alternate as a written question in conformance with the requirements for questions as set forth in this Bid/RFP.
6. **ACKNOWLEDGEMENT OF ADDENDA:** The signature of a company official on original Bid/Proposal document shall be construed as acknowledgement of receipt of any and all addenda pertaining to the specific Bid/Proposal. Identification by number of the addenda and date issued should be noted on all Bids/Proposal submitted. A copy of any and all Addenda must be included with the Bid/RFP packet.
 - a. ***FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA ON BID SUBMITTED MAY RESULT IN DISQUALIFICATION OF BID.***
 - b. ***Bidders are responsible for checking back on the Bid website for any addenda issued.***

7. PROPRIETARY INFORMATION: Contractor/Vendor should be aware that the contents of all submitted Bids/Proposals are subject to public review and will be subject to the *Illinois Freedom of Information Act*. All information submitted with your Bid/Proposal will be considered public information unless Contractor/Vendor identifies all proprietary information in the proposal by clearly marking on the top of each page so considered, "Proprietary Information." The Illinois Attorney General shall make a final determination of what constitutes proprietary information or trade secrets. While RVC will endeavor to maintain all submitted information deemed proprietary within the College, it will not be liable for the release of such information, and the Contractor/Vendor hereby waives and releases any and all such claims.
8. BLACKOUT PERIOD: After RVC has advertised for Bids/RFPs, no Contractor/Vendor shall contact any RVC officer(s) or employee(s) involved in the solicitation process, except for interpretation of Bid/RFP specifications. No Contractor/Vendor shall visit or contact any RVC officers or employees until after the Bids/RFPs are awarded. During the black-out period, any such visitation, solicitation or sales call by any representative of a prospective Contractor/Vendor in violation of this provision may cause the disqualification of such Contractor/Vendor's submittal; RVC shall have the sole, absolute, and unilateral discretion to disqualify such Contractor/Vendor.
9. FIRM BIDS: All Bids/Proposals shall be considered firm for a period of ninety (90) days from the date established for the opening of Bids/Proposals, as such Bids/Proposals may not be withdrawn during that period without the consent of RVC. RVC reserves the right to accept any Bid/Proposal or to reject any and all Bids/Proposals, or parts of such Bid/Proposal, and/or to waive any informalities or irregularities in bidding.
10. TERMINATION: RVC may terminate this Contract at any time, in whole or in part, with or without cause, upon written notice to Contractor/Vendor. If this Contract is terminated by RVC for cause, including but not limited to Contractor/Vendor's breach of any provision of this Contract, RVC shall have no further obligation to make payments to Contractor/Vendor for work or services completed, and Contractor/Vendor shall be liable to RVC for any increase in cost incurred by RVC in completing the work or services. If this Contract is terminated by RVC for convenience, Contractor/Vendor shall be paid for work or services properly completed prior to termination but shall not be entitled to any other compensation by RVC. Regardless of whether RVC exercises its right of termination, Contractor/Vendor hereby waives any and all claims for lost profits, and for any other consequential or incidental damages.
11. TERMINATION OF FUNDING: RVC's contractual obligations will be subject to termination and cancellation without penalty, accelerated payment, or other recoupment mechanism as provided herein in any fiscal year for which the Illinois General Assembly or other legally applicable funding source fails to make an appropriation to make payments under the terms of this Contract. In the event of termination for lack of appropriation, the Contractor/Vendor shall be paid for the reasonable services performed under this Contract up to the effective date of termination. RVC shall give notice of such termination for funding as soon as practicable after becoming aware of the failure of funding.

12. Each Contractor/Vendor shall carefully examine all Bid/RFP documents and all addenda thereto, and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a Bid/Proposal. Should a Contractor/Vendor find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall at once notify RVC. If necessary, RVC shall send written addendum to all Contractor/Vendors. RVC will not be responsible for any oral instructions. All inquiries shall be directed to RVC's Director of Business Services. After Bids/Proposals are received, no allowance will be made for any oversight by Contractor/Vendor.
13. Upon award of the Contract by RVC's Board of Trustees, Contractor/Vendor shall enter into a contract with RVC in the same form as included in the bid documents and/or incorporating all terms and conditions contained in this bid package, including but not limited to the Standard Instructions and all applicable Minimum Insurance Requirements (the "Contract"). In the event that Contractor/Vendor shall refuse to enter into the Contract with RVC, Contractor/Vendor shall forfeit its bid bond.
14. INDEMNIFICATION: The Contractor/Vendor agrees to indemnify, hold harmless and defend RVC, the members of the Board of Trustees of RVC, its officers, employees, student teachers, and agents thereof against any and all suits, actions, legal proceedings, claims, and demands of any kind, and against all damages, judgments for personal injuries, including death to any person (including but not limited to third parties, employees of RVC, employees of Contractor/Vendor or any subcontractor or any agent or Contractor/Vendor and their dependents or personal representatives), loss, cost, expense and attorneys' fees, in any manner caused by, arising from, incidental to, connected with or growing out of the subject matter of and services provided under the Contract and this Bid/RFP. However, nothing in this Contract shall require Contractor/Vendor to indemnify RVC or any other party from RVC's own negligence, and this clause shall be interpreted to be consistent with the Construction Contract Indemnification for Negligence Act. Contractor/Vendor's duty to indemnify RVC shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor/Vendor under the Illinois Workers' Compensation Act. Contractor/Vendor waives any and all rights and releases any and all claims it may have under any worker's compensation act or interpretations of the act, including, but not limited to those rights under *Kotecki v. Cyclops Welding Corporation*.
15. A current W-9 form must be returned with the bid packet. (*A blank form can be found at the IRS.Gov website.*)
16. BID SECURITY: A bid security in the form of a bid bond or a certified check in an amount equal to ten percent (10%) of Contractor/Vendor's base bid amount shall be submitted with the bid. Should a bid bond be submitted, the bid bond shall be payable to: Board of Trustees, Rock Valley College. The bid security shall be returned to bidders thirty (30) days after the date of bid opening, with the exception of the selected Contractor/Vendor and the next lowest Contractor/Vendor, whose bid security shall be returned sixty (60) days after bid opening, unless they are forfeited under the terms of the bid documents.

17. CONTRACTOR/VENDOR'S REPRESENTATION. Bids/Proposals are to include the delivery of all materials, including but not limited to all necessary equipment, tools, accessories, transportation, insurance, warranties, and all other facilities, and the performance of all labor and services necessary for the proper completion of the project, except as may be otherwise expressly provided in the Contract Documents. By submitting a Bid/Proposal, Contractor/Vendor represents to RVC that it has carefully reviewed this bid package, and is not aware of any vague, ambiguous or inconsistent terms contained therein; further, Contractor/Vendor represents that it has reviewed the project Specifications, the project site and all other relevant information, and that the Contract Documents are complete and able to be performed without modification or alteration.
18. EQUAL OPPORTUNITY EMPLOYMENT/BUSINESS ENTERPRISE ACT COMPLIANCE: RVC is an Equal Opportunity Employer. In the event of Contractor/Vendor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practice Act, or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the Contractor/Vendor may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporation and the Contract may be terminated in whole, or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
- a. It is also RVC's policy to promote the economic development of businesses owned by minorities, females and persons with disabilities by setting aspirational goals to award contracts to businesses owned by minorities, females, and persons with disabilities for certain services as provided by the *Business Enterprise for Minorities, Females and Persons with Disabilities Act*, 30 ILCS 575, (the "Act") and the Business Enterprise Council for Minorities, Females, and Persons with Disabilities.
 - b. If Contractor/Vendor is certified with the State of Illinois as a BEP vendor, include a copy verifying such certification.
 - c. To register with the State of Illinois as an MBE/WBE/FBE/DBE, please visit this site: https://www.illinois.gov/cms/business/sell2/bep/Pages/Vendor_Registration.aspx
19. INTEGRATION. This Contract includes but is not limited to: a modified AIA Document A201 – 2017 General Conditions of the Contract for Construction, AIA Document A701, 2018 Edition, and this Instructions to Bidders, including all Exhibits, Bid/Proposal form and Bid/Proposal Specifications, addenda, if any, together with Contractor's Bid/Proposal Form, as contained in this bid package and all documents referenced hereto. These documents are collectively known as the "Contract Documents." The Contract Documents constitute the entire agreement between RVC and Contractor/Vendor and supersede any prior oral or written agreement between the parties. This Contract may not be terminated or amended orally, but only by the written agreement of both parties or as otherwise set forth in this Contract.
20. PREVAILING WAGE LAW: Contractor/Vendor must comply with the *Illinois Prevailing Wage Act*, 820 ILCS 130/0.01 *et seq.*, and to make, keep, and file certified payroll in accordance with the *Illinois Prevailing Wage Act* and all other applicable laws. Contractor/Vendor further agrees to provide a copy of the certified payroll to the Facilities Director and the Illinois Department of Labor on a monthly basis for the duration of the project in compliance with all applicable laws. Current prevailing wage rates are located here: <https://labor.illinois.gov/laws-rules/conmed/current-prevailing-rates.html>

21. **PERFORMANCE AND PAYMENT BONDS:** The selected Contractor/Vendor on this Bid/Proposal must furnish a performance and payment bond issued by a surety company made out to: Board of Trustees, Rock Valley College, within ten (10) days of the notification that their bid has been accepted. The surety thereon must be such a surety company or companies as are authorized and licensed to transact business in the State of Illinois and have an A-XIV best rating. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The performance and payment bonds shall be issued in an amount equal to one hundred percent (100%) of the Contract sum. Such bonds shall be in force from the date of signing of the Contract until one (1) year after issuing of final certificate of payment. The cost of the bonds shall be included in Contractor/Vendor's proposal.
22. **RESPONSIBLE BIDDER COMPLIANCE:** In the event that the Bid/RFP requires construction or other work on the proposed project, RVC's Purchasing Policy and all other applicable laws shall apply including the responsive responsible bidder requirement that pertains to contractors submitting bids for construction contracts in excess of \$150,000.00. Contractor/Vendor will be required to have participation in apprenticeship and training programs applicable to the work being performed on the projects which are approved by and registered with the United States Department of Labor's Office of Apprenticeship and Training.
23. **DEFECTIVE SERVICES AND GUARANTEES:** All work and services shall be of high quality and free of defect. Contractor/Vendor shall promptly correct any defective work or services. Payment by RVC for any work or services later determined to be defective shall not relieve Contractor/Vendor of its obligation to correct the defective work or services. Contractor/Vendor hereby represents and warrants that all work and services are and shall remain free from defect for a two (2) year period following completion of the work and services, and upon notice by RVC, Contractor/Vendor shall promptly correct such defects appearing within said two (2) year period. This warranty is in addition to any warranties that may be required by the Contract Documents and by law, and this warranty does not abrogate or nullify any breach of contract claim or other causes of action that RVC may have against Contractor/Vendor.
24. **INDEPENDENT CONTRACTOR:** Contractor/Vendor is an independent contractor and not an agent or employee of RVC. Contractor/Vendor's employees are not employees of RVC and are not entitled to salary or benefits from RVC. Contractor/Vendor has no authority to act on behalf of RVC except to the limited extent required by this Contract. Contractor/Vendor shall not represent to any third person that Contractor/Vendor or any of its employees are agents of RVC.
25. **NO DELEGATION OR ASSIGNMENT:** Contractor/Vendor shall not assign any right or delegate any duty under this Contract to any third party without RVC's prior written consent which it may withhold in its sole, absolute, and unilateral discretion. Any attempted assignment or delegation without such prior written consent shall be void.
26. **LIENS:** If any liens or claims of lien are placed on the project or the funds designated for the Project, and such liens or claims of lien are due to Contractor/Vendor's breach of this Contract or other circumstances or events under Contractor/Vendor's control, Contractor/Vendor shall indemnify RVC for all costs, expenses, and attorneys' fees incurred in the resolution of such lien, and RVC shall have the right to withhold from payments due to Contractor/Vendor an amount sufficient to satisfy such lien or claim of lien, along with an amount sufficient to cover attorneys' fees and other administrative costs that have been or may be incurred by RVC in connection with the resolution of such lien or claim of lien.

27. CONTINGENCY: Contractor/Vendor's total bid shall include a contingency allowance in the amount of 10% of the base bid. The contingency allowance will be subject to RVC's exclusive control and shall only be used upon RVC's approval pursuant to an executed change order. Any unused contingency included in the base contract sum shall be released back to the Owner at the conclusion of the Project pursuant to a deductive change order.

MINIMUM INSURANCE REQUIREMENTS

The undersigned Contractor/Vendor or User of Rock Valley College's Campus Facilities shall purchase and maintain the following insurance coverages with carriers with a Bests Financial Rating not less than A, XII to which Rock Valley College (RVC) has no reasonable objection.

A Contractor/Vendor or User shall furnish a certificate of insurance and the specified endorsement to RVC prior to the commencement of any work covered by this, or any resulting, contract or purchase order, as evidence that all requirements of this addendum have been complied with. The certificate and endorsement shall also contain a provision that the coverages afforded under the policies required shall not be cancelled or allowed to expire unless 60 days prior written notice has been given to RVC. Failure on the part of the Contractor/Vendor or User to maintain coverage as required shall constitute a default and entitle RVC, at its sole option, to either terminate the contract or procure replacement coverage and offset the cost against any money due the Contractor/Vendor or User.

Coverages, whether written on occurrence or claims made, shall be maintained without interruption from the date of commencement of work/event until the date of final payment and termination of any coverage to be maintained after final payment.

1. WORKERS COMPENSATION/EMPLOYERS LIABILITY:

- \$500,000 per accident
- \$500,000 disease, policy limit
- \$500,000 disease, each
- The policy will be endorsed showing a **waiver of right of recovery form #WC000313** or equivalent in favor of **Rock Valley College**.

2. COMMERCIAL GENERAL LIABILITY:

Coverage shall include premises operations, independent contractors, contractual liability, products and completed operations including broad form property damage, covering bodily injury and property damage or limits as shown below. Products and completed operations liability shall be maintained for two years after completion of the work performed under this Contract or Purchase Order.

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate
- Policy shall be properly endorsed to show **Rock Valley College** as an **Additional Insured** on a primary and noncontributory basis.
- The policy shall also contain form **#GL2503** showing the aggregate limits apply per project or **GL2504** showing that the aggregate limit applies per location.

3. COMMERCIAL AUTOMOBILE LIABILITY:

Coverage shall be written to include all owned, non-owned, and hired automobiles covering bodily injury and property damage, including uninsured and underinsured motorist's coverage for limits as shown below.

- \$1,000,000 combined single limit each occurrence OR
- \$1,000,000 bodily per person, per occurrence and property damage per occurrence
- Policy shall be properly endorsed to show **Rock Valley College** as an **Additional Insured** on a primary and noncontributory basis.

4. UMBRELLA LIABILITY:

The policy shall cover excess of Employers Liability, General Liability, and Automobile Liability with underlying limits as shown in items 1, 2, and 3 and shall also name Rock Valley College as an **ADDITIONAL INSURED** on a primary noncontributory basis with the following limits.

- \$1,000,000 each occurrence
- \$1,000,000 general aggregate

5. PROFESSIONAL LIABILITY:

Should this contract provide for Professional services, such as, but not limited to, Athletic Trainers, Sports Medicine, Counseling, Dental, Medical, Psychological, and Contractors, the vendor shall purchase and maintain Professional Liability coverage for the services to be rendered for limits not less than:

- \$1,000,000 per claim or occurrence, \$3,000,000 aggregate
- The vendor shall furnish **Rock Valley College** a certificate of insurance and policy endorsement as evidence of coverage, in addition to those coverages as required in paragraphs, 1, 2, and 3.

6. BUILDER'S RISK INSURANCE:

Should this contract provide for construction, the vendor shall purchase and maintain builder's risk insurance as required by Section 11.2.1 of the A201 General Conditions or as otherwise required by RVC.

Should any of the above policies be written on a claims-made basis, the policy date or retroactive date shall predate the contract. The Additional Insured provisions as contained in these paragraphs shall be maintained for a period of not less than five years after the expiration and or nonrenewal of this Contract. The termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained as shown above.

**Specifications and Bid Documents
start on the following page (10)**

**Note:
Pages 10 through 16 must be included
with Contractor/Vendor's proposal
submission**

**Specifications and Instructions
For
SSC LED Lighting Upgrade
Bid #24-18**

Background

Rock Valley College is a comprehensive two-year community college in Rockford, Illinois, offering more than 100 courses for transfer, career programs, and certificates. Rock Valley College is accredited by The Higher Learning Commission and is a member of the North Central Association of Colleges and Schools. Rock Valley College is also recognized by the Illinois Board of Higher Education and by the Illinois Community College Board.

Objective

Rock Valley College is accepting submittals for Bid #24-18: SSC LED Lighting Upgrade. The project scope includes lighting upgrades in the Stenstrom Student Center (SSC) building on Main Campus to replace all fluorescent and HID lighting with LED technology and replace selected lighting controls.

Project Specifications, Blue Prints, and AIA Forms

Can be acquired from:

DG Printing
728 N. Prospect St, Ste 109
Rockford, IL 61107
Email: Print@printrockford.com
815-961-0000

Award of Order

This Bid will be awarded to the lowest responsible bidder considering conformity with specifications, terms of delivery, quality, and serviceability (“Selected Bidder”). The College will accept the Bid which is considered to be in the best interest of the College. All such contracts awarded to the Selected Bidder are contingent upon approval by the Board of Trustees of Rock Valley College, District No. 511.

Upon award of this Bid, the Selected Bidder will execute an AIA A101 agreement, a copy of which is included in the Specifications. The Contract shall also incorporate the AIA A201 General Conditions as amended, a copy of which is also included in the Specifications. By submitting a response to this bid request, Vendor is acknowledging the use of the AIA A101 and AIA A201, as amended.

**Rock Valley College
Utilization Form**

**Specifying the usage of
MBE/WBE/ DBE/Other Proposed Contractors/Sub-contractors
(This form consists of Page 11 through 13)
Business Enterprise Goals (BEP)**

**These BEP pages must be completed and included with Bid submittals.
They are required for a submittal to be considered.**

The aspirational goal of the College is to award at least thirty percent (30%) of the total dollar amount of construction contracts to vendors who are certified with the Business Enterprise Program (BEP).

Submitting Vendor must identify its intent to achieve its participation in the College's aspirational goal.

(check one)

- Vendor is BEP certified and plans to meet the goal through self-performance.
- Vendor has identified BEP certified sub-contractor(s) to meet the established goal and has included all letters of certification with their submittal.
- Vendor has been unable to find a BEP certified sub-contractor and has documented on the following pages good faith efforts to participate in the College's aspirational goal and requests a waiver.
- Vendor is not BEP certified, is self-performing all the work, and requests a waiver.

Vendor shall include the name of any verified contractor (self)/sub-contractor who will perform work to achieve the specified goal and the proposed dollar value of the contract/subcontract to be performed. The College encourages vendors to consult the Central Management Services (CMS) BEP Vendor Directory, <https://cms.diversitycompliance.com>, as well as the directories of other certifying agencies. Please contact the College's Business Services Department if additional information is needed about lists or references for certified businesses for subcontracting or material supplying information. Attach additional sheets if necessary.

Use of "N/A" is not acceptable. Failure to complete and comply with specifications and directions set forth may result in disqualification of the bid and termination of the Contract. Form must be submitted with the bid submission.

Prime contractor/Sub-contractor Name:	Bid Name/Number:	Denotation (MBE/WBE, etc.) and Certifying Agency (CMS, WBDC, etc.):
Contact Name:		
Contact Title:		
Address:		
Telephone No:	Email address:	
Proposed Work Submitted to Prime contractor/sub-contractor:	Price of Work to be Performed by the Prime contractor/sub-contractor:	
	Percentage of Contract:	

Vendor must document all contacts and responses regarding the solicitation of certified businesses. If the goal or a portion of the goal is not achieved, the vendor must document and provide detailed and sufficient evidence that a good faith effort was made and why an agreement was not met.

(Attach additional sheets if necessary.)

Use of "N/A" is not acceptable. Failure to complete and comply with specifications and directions set forth may result in disqualification of the bid and termination of the Contract. The College reserves the right to review and audit the results below. Form must be submitted with the bid submission.

Below is a checklist that will be used to evaluate good faith efforts.

Did Vendor solicit through all reasonable and available means including but not limited to conferences, databases, notices? Yes _____ No _____

Did Vendor allow sufficient time to allow certified businesses to respond? Yes _____ No _____

Did Vendor make available portions of the work or material needed to facilitate certified business participation? Yes _____ No _____

Did Vendor negotiate with vendor in good faith and make all efforts available to assist certified businesses? Yes _____ No _____

Name of Sub-contractor contacted	Date	Method of Contact	Scope of Work Solicited	Reason Agreement was not reached

Contractor/Vendor Information <i>(Please Print)</i>	
Company Name	
Address	
City, State, Zip	
Telephone (including Area Code)	
Date	
Name	
Title	
Authorized Signature	
Contact Email	

I have read and understand the requirements contained in the bid specifications, including the use of the AIA A101 and AIA A201 as amended, and I agree to these requirements.

CONTRACTOR/VENDOR
Authorized Representative

DATE

REFERENCES

Provide a minimum of three (3) customer references for similar projects.

Company: _____
Address: _____
City, State, Zip: _____
Contact Person: _____
Telephone: _____
Email: _____
Services Provided: _____

Company: _____
Address: _____
City, State, Zip: _____
Contact Person: _____
Telephone: _____
Email: _____
Services Provided: _____

Company: _____
Address: _____
City, State, Zip: _____
Contact Person: _____
Telephone: _____
Email: _____
Services Provided: _____

The following pages must be included with Bid submittals

- One hard copy of entire bid submittal
- One digital device such as a USB or flash drive containing entire bid submittal
- Pages 10 through 16 which include
 - Specifications and Instructions
 - Completed BEP Utilization form (all 3 pages)
 - Signed Vendor Information Page
 - References
- Bid Forms – Section 00 41 13 – 3 pages
- Bid Bond AIA A310 per Supplements to Bid Forms – Section 00 52 00
- Acknowledgement of any and all Addenda that are released pertaining to the Bid
- A signed copy of the bidder's W-9.