

Oakton College District 535

Procurement Department, Room 1240
1600 E. Golf Rd., Des Plaines, IL 60016
847-635-1635

Invitation to Bid # 0208-23-04
Issue Date: February 08, 2023

Mandatory Pre-Bid Date: Thursday, February 16th, 2023 at 11:00 AM

**Bids will be received in the Procurement Office at the above address until
11:00 am on Friday, March 3, 2023**

Bids will be publicly opened at this time. Late bids will not be accepted.

Boilers and Heat Exchangers for Skokie Campus

The College is accepting bids for the boilers and heat exchangers at the Ray Hartstein Campus, Skokie, IL.
This bid consists of 3 documents:

- 1) Business Specifications (this document)
- 2) Kluber Plans and Project Manual - Boilers and Heat Exchangers - 01.20.2023
- 3) Boilers and Heat Exchangers - Project Labor Agreement

**A mandatory pre-bid meeting will be held on Thursday, February 16, 2023 at 11:00 AM at the College's
Skokie campus 7701 Lincoln Ave, Skokie, IL 60077, in room C133.**

Only contractors who attend the pre-bid meeting will be allowed to submit a bid.

Any questions regarding this bid must be submitted in writing via email by 11:00 am on Friday, February 23, 2023.
All questions will be answered through an addendum and must be submitted to the following individuals:

Joe Scifo, Director of Facilities, jscifo@oakton.edu
Rich Schwass, Construction Manager at rschwass@oakton.edu
Donald Ware, Kluber Architects + Engineers at dware@kluberinc.com
Trinh Than, Purchasing Manager at tthan@oakton.edu

Oakton College District 535 is exempt from all Federal, State, and Municipal Taxes.

I have examined the specifications and instructions included herein and agree, provided I am awarded a contract within 60 days of the bid due date, to provide the specified items for the sum shown in accordance with the terms stated herein. All deviations from the specifications and terms are in writing and attached hereto. I offer the following discount terms _____

Company Name: _____ Date: _____

Address: _____ City/St/Zip: _____

Name: _____ Title: _____

Phone #: _____ Fax #: _____

Signature: _____ E-mail: _____

Instructions to Bidders

1. Bid Forms: Bids should be submitted on the form provided. Envelopes marked "Sealed Bid for (commodity being bid)." Bids cannot be accepted via fax machines or email.
2. Specifications: Generally, where specifications indicate a particular brand or manufacturer's catalog number, it shall be understood to mean that or equal, unless "no substitutes" is specified. When offering alternates, they must be identified by brand name, catalog number and manufacturer's literature must be included.
3. Samples: Bidders will be required to furnish no charge samples upon request.
4. F.O.B. Point: All prices must be quoted F.O.B. destination. Shipments shall become property of Oakton College after delivery and acceptance.
5. Delivery Points: Deliveries must be made to the various buildings within the district, as indicated.
6. Delivery Schedule: Bids must specify delivery time. Unrealistically long delivery times may cause bid to be rejected. Order may be canceled without obligation if delivery requirements are not met.
7. Evaluations: Oakton College reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each item to different bidders or all items to a single bidder.
8. Vendor Selection: All purchases will be awarded to the lowest responsible bidder who meets all the requirements of the specifications. The determination of a responsible bidder and award of tie bid for like equipment, supplies, or services shall be based upon the following factors: a) capacity to perform, and b) performance history. In the case these factors are equal for award of tie bids, first preference will be given to suppliers located within the boundaries of District #535 and second, from within the state over out of state. In the case of tie bids according these criteria, purchases will be determined by a coin toss. Cash discounts will be used in determining the lowest responsible bidder.
9. Prices: Prices, terms and conditions must be firm for acceptance for sixty (60) days from the date of bid opening unless otherwise agreed to by District #535 and bidder.
10. Quantities: Quantities shown may be estimates only and orders may be more or less depending on actual requirements and budget limitations.
11. Exceptions: There are no exceptions.
12. Tax Exemptions: Oakton College District #535 is exempt from Federal, State and Municipal taxes. Exemption certificates will be furnished upon request.
13. Equal Employment Opportunity Clause/
Prevailing Wage: Oakton College is an equal opportunity employer, and parties doing business with the College must comply with the Equal Employment Opportunity Clause as required by the Illinois Fair Employment Practices Commission. Not less than the prevailing wage shall be paid for labor on the work to be performed as required by law.
14. Non-Collusion Clause: The bidder or agent hereby declares that he, nor any other agent of his business, entered into any collusion or agreement relative to the price to be bid. He further declares that no persons, firms or corporations, have or will receive directly, any rebate, fee, gift, commission, etc., or that any employee or Board of Trustee member of Oakton College District #535 has any undisclosed interest in the award of this contract.

General Business Requirements

NOTE - Oakton may, in its sole discretion, require the successful bidder to execute the Project Labor Agreement, as a condition of bid award or simultaneous with execution of the construction contract. Failure to execute the Project Labor Agreement, if required by Oakton, may, in Oakton's discretion, be cause for rejection of the bid and/or termination of the construction contract. In the event of such rejection or termination, Oakton may make a claim on bidder's bid security or bid bond. By submitting a bid, bidder acknowledges the above requirements. Please be sure to review and fully understand the Project Labor Agreement.

1. This bid consists of 3 documents:
 - a. Business Specifications (this document)
 - b. Kluber Plans and Project Manual - Boilers and Heat Exchangers - 01.20.2023
 - c. Boilers and Heat Exchangers - Project Labor Agreement

2. The project schedule is as follows:
 - Board Approval/Contractor Award: March 21, 2023
 - Submittal Process/Notice to Proceed: March 24, 2023
 - Commencement of Construction: May 15, 2023
 - Project Substantial Completion Date: September 15, 2023

3. The lowest responsive and responsible bidder will be determined based upon the base bid selected by the College.

4. Please note this project is a prevailing wage job. Not less than the prevailing wage for Cook County shall be paid for any labor on this job in accordance with the Illinois Prevailing Wage Act. As required by Public Act 94-0515, the Contractor shall submit to the College monthly certified payroll records for every worker employed on this job. This information may include the worker's name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of each work day. Cook County Prevailing Wages can be found at <http://www.state.il.us/agency/idol/rates/rates.HTM>

5. Contractor must additionally meet the following qualifications to be considered as the "Lowest Responsible Bidder."
 - a) Must have constructed a minimum of four (4) similar projects over the past two (2) years
 - b) Must include accurate and active references for these projects. (see #7)
 - c) Shall have been in business as a contractor for a minimum of five (5) years.
 - d) Shall meet the insurance requirements noted in the General Conditions.
 - e) Shall submit the name of your bonding company rated A-/6 for your 110% Performance and Payment Bond. See item #21 for further details.
 - f) Must meet all terms and conditions of this bid.

6. Please include a company profile with your sealed bid. The profile should include at least, but not limited to, the following: How long your company been in business, the number of employees your company has, estimated annual revenue for your last fiscal year.
7. **Please list five references (with contact name and email addresses) to which you have performed similar services. Local or educational references preferred.**
8. Typically, permits and fees are not required for community colleges. However, if needed, the contractor would be required to work with the College to obtain the required permits and fees. For the purposes of submitting a bid, do not include an amount for permits and fees. Payment of any required permits or fees will be paid directly by the College or as a project change order to the winning contractor.
9. If your company will be using a subcontractor(s) for any work, please include the name, address, phone number, etc. of the subcontractor. You will be required to submit the subcontractor's proof of insurance indicating Oakton College as an additional insured. In addition, you are also required to submit a partial and/or final waiver of lien.
10. As noted on page 13, please describe how your company can help the College make a good faith effort to meet or exceed the College's aspirational goal of 30% for the State of Illinois Minority Business Enterprise Program. Please indicate if your company or subcontractors are Minority Business Enterprise (MBE), Female Business Enterprise (FBE), Persons with Disabilities Business Enterprise (DBE), Small Business Enterprise (SBE), or Veteran Owned Business (VOB).

Interested businesses may visit the Department of Central Management Services (CMS), Business Enterprise Program (BEP) to obtain additional details. To qualify, prime vendors or subcontractors must be certified by the CMS as BEP vendors prior to contract award. Go to <http://www2.illinois.gov/cms/business/sell2/bep/Pages/default.aspx> for complete requirements for BEP certification.

11. Please base your pricing on regular and premium labor hours as required to meet the substantial completion date and the logistic requirements outlined in the contract documents. Substantial completion dates are critical due to classes that have already been scheduled for the fall semester. Contractors will be allowed to start earlier than 7:00 a.m., when the college buildings open, and/or can work evenings and on weekends (without any additional charges or premium fee to the College). Hours and days must be approved by Oakton's Senior Construction Manager of Construction and Facilities.
12. College Drive shall remain open to vehicle traffic while work is completed. If lane closures are required, appropriate flagman, signage, etc must be utilized to secure safe traffic control. Lane closures must be coordinated with the College's Senior Manager of Construction and Facilities. All work associated with traffic control is at Contractors expense and included in lump sum bid.
13. Proper safety precautions must be followed when students and staff are on campus.
14. The protection, clean-up, restoration, replacement of areas impacted by this project including existing underground cables, plant life, controls, lighting, shall be the responsibility of the contractor.

15. The contractor is responsible for daily cleanup and debris removal generated by his work, including labor.
16. General Conditions for Construction and Maintenance Work at Oakton College campuses, are included as part of this bid.
17. The College will require a “waiver-of-lien to date” or “final waiver-of-lien” before any payments are made. All waivers should be submitted in conjunction with the corresponding invoice(s). The College will use the date of the waiver, not the invoice date, when considering any early payment discounts.
18. Contractor Agreement - Oakton College will award the contract to a single contractor that will be responsible for the entire scope listed in the Project Manual and within the Engineering Plans. Construction Management services will be provided by Oakton College Staff with additional support from consultants, as needed. Oakton College will hold the contractual agreement with one individual entity and shall not be responsible for sub-contracting any of the project work as listed in the Project Manual.
19. Contractor shall meet all insurance requirements as noted in section 1.09 of the General Conditions for Construction and Maintenance Work at Oakton College, Des Plaines and Ray Hartstein Campuses.
20. Contractors must submit verification of Worker’s or Workman’s Compensation Insurance.
21. Bidders are required to submit a certified check or bank draft or bid bond, made payable to Oakton College; it shall be submitted with the bid in the amount of **ten (10) percent of your total bid**. This overrides the IDOT Proposal Bid Bond (BLR12230) which says 5%. The bid security will be forfeited by the successful bidder in the event of the bidder’s failure to enter into a contract. Checks or drafts of unsuccessful bidders will be returned as soon as practicable after opening and checking the bids.
22. The winning vendor will be required to submit a 100% Performance/Payment bond from an A-/6 or better rated company (as rated by Best’s Rating Service). The College realizes that there may be a charge associated with this bond. Please include the cost of the bond in your bid. This amount is part of the grand total. Vendors DO NOT need to include the actual Performance/Payment Bond with their bid. However, all vendors must include the name, address, and rating of their bonding company when submitting their bid.
23. Oakton College is an equal opportunity employer and parties doing business with the College must comply with the employment opportunity clause as required by the Illinois Fair Employment Practices Commission. In addition, contractors must comply with the Illinois Drug Free Workplace Act and the Illinois Human Right Acts. Contractor, workers, and subcontractors must be willing to submit to criminal background checks if necessary.
24. Contractor must meet the bid specifications to be considered as the “Lowest Responsible Bidder”.
25. Liquidated damages of \$1,000 per day will be assessed on this project.

26. AIA documents A101 and A201 will be executed as part of this contract award. These documents can be found on our website:
https://www.oakton.edu/about/officesanddepartments/business_services/procurement/bids/
27. The College is a public institution and therefore subject to comply with legitimate Freedom of Information Act (FOIA) requests. Please be advised that your response to this Invitation to Bid is subject to comply with any FOIA requests for information. The FOIA copy of your response should indicate confidential and/or proprietary information that has been removed/redacted. Please mark this as "FOIA Copy." See page 15 & 16 for further instructions.
28. Please submit *multiple copies* of your bid: one original, two copies, a FOIA copy, and an electronic version (flash drive preferred) of the FOIA copy. The College will use the FOIA copy at the public bid/RFP opening. This copy must include your pricing.
29. The College would expect companies to provide their lowest/best offer when submitting prices. If your lowest/best price is through one of the following consortiums, please include which consortium you used:
Educational and Institutional Cooperative Services (E & I)
U.S. Communities, Government Purchasing Alliance
Illinois Department of Central Management Services (CMS)
Illinois Community College System Purchasing Consortium (ICCSPC)
Illinois Public Higher Education Cooperative (IPHEC)
Midwestern Higher Education Compact (MHEC)
Sourcewell, formally National Joint Powers Alliance (NJPA)
Suburban Purchasing Cooperative (SPC)
- Any appropriate discounts and/or special pricing from these consortiums should be applied to this bid.*
30. Failure to respond to this bid will result in elimination from the College's bid list. A "NO BID" is considered a valid response. If submitting a "NO BID", please state the reason why.
31. The College is exempt from all taxes. Certificate will be furnished upon request.
32. The Procurement department will verify all price calculations. In the event of an error, the total will be adjusted accordingly. The new adjusted total will be used when awarding the bid.

As noted please submit one original, two copies, one FOIA copy (if applicable) and an electronic version of the FOIA copy.

GENERAL CONDITIONS FOR CONSTRUCTION AND MAINTENANCE WORK AT OAKTON COLLEGE, DES
PLAINES AND RAY HARTSTEIN CAMPUSES

GENERAL INFORMATION

- 1.01 Intent: It is the intent of these specifications (and attached drawings) to establish requirements for the specified project, so as to result in an installation complete in every respect and in perfect working order.
- 1.02 The Facilities Dept Office: Skokie, Room A182;
Phone (847) 635-1480
- 1.03 Questions During Bidding: If any questions arise they should be directed to the Oakton College Procurement Department.
- 1.04 Coordination: Prior to starting work, the Contractor shall contact the Facilities Department to review contract requirements and to insure complete compliance with contract documents.
- 1.05 Site Investigation:
- A. The Contractor shall visit the areas of proposed work and familiarize himself with all conditions under which he will be obligated to perform the contract. He shall also consult with the Facilities Department so that he may be informed of any restrictions or conditions which could have a direct bearing on his work. Submission of a bid shall be taken as evidence of compliance with this requirement. (Contractor is reminded that adjacent spaces are occupied and that suitable precautions must be taken to limit disruption of normal activities.)
 - B. If the existing conditions of the site are at variance with, and materially affect, the work shown on the Drawings and/or described in the Specifications, the Contractor shall inform the Facilities Department of the conditions at least 5 working days prior to the bid. The Facilities Department shall then issue an addendum clarifying the variance and providing direction regarding how to address the variance.
 - C. No extra charge or compensation will be allowed to the Contractor because of existing conditions which may affect the Contractor's work and which could have been ascertained upon visiting the Site.
- 1.06 Job Conditions and Dimensions: The Contractor shall verify all conditions and dimensions and be responsible for his work conforming to existing conditions. Submittal of bid shall confirm that the Contractor has conformed to this requirement.
- 1.07 Oakton College Security & Safety Requirements:
- A. Signage: Safety and information signage required during construction is the responsibility of the Contractor unless Specifications indicate otherwise.

- B. Sign In: Contractor's Superintendent or lead man on the job shall "sign in & out" in person or by phone each day with the Facilities Office stating the number of men on the job and location(s).
- C. All safety considerations must be adhered to.

1.08 Codes - Permits - Regulations: The Contractor shall conform with the requirements of all applicable local laws, codes, ordinances and regulations; requirements of the Illinois Community College Board; and, shall comply with all rules and regulations for the issuing of necessary notices, and costs required to be paid in performing the Contract in compliance with Specifications, except as otherwise provided in the Contract Documents. All costs for preparing necessary shop drawings, all necessary reproductions, and the obtaining of permits and fees shall be included in the Contractor's base price. Final payment of the contract sum will not be approved without receipt of all approved permit drawings.

The contractor shall be responsible for correcting any code violations caused by his work at no additional cost to Oakton College.

Oakton College is not required to obtain local Skokie or Des Plaines permits. It is the requirement of Oakton College and the Illinois Community College Board that all work meet the standards of the local building codes in force at the time the project is constructed.

1.09 Insurance and Contractor's Liability: Prior to beginning work at the work site, the Contractor shall furnish Oakton College satisfactory evidence (subject to approval of Oakton College) that he and his sub-contractors have the following insurance coverage which shall not be canceled or permitted to lapse until final completion and approval of the performance of the contract and shall contain a provision that the policy will not be canceled or changed until 30 days after Oakton College has received written notice, by certified or registered mail, that the cancellation or change of such policy is contemplated.

Oakton College and Kluber Architects + Engineers, Inc. or other consultants shall be named as additional insured parties on all Insurance Certificates.

- A. Worker's Compensation - Statutory Limit - Employer's Liability \$500,000.00
- B. Commercial General Liability
 - \$1,000,000.00 each occurrence
 - \$2,000,000.00 each aggregate

 - Property Damage
 - \$500,000.00 each occurrence
- C. Automobile Liability
 - \$1,000,000.00 combined single limit

- D. Catastrophe (Umbrella) \$3,000,000.00
Liability insurance may be used to satisfy limits

1.10 Material Approval: Contractor shall submit to Oakton College for approval, a list of all subcontractors, product names, pertinent information and shop drawings of all materials and assemblies proposed to be used in the fabrication and installation of all work.

1.11 Notification: Contractor shall notify Oakton College 24 hours prior to starting any work. Failure to notify may be reason for Oakton College to refuse admittance of any Contractor's men to facilities. If Contractor leaves job for more than 24 hours, he shall notify Oakton College of date of expected return.

1.12 Deliveries: Contractor shall make deliveries only while his personnel are available to accept delivery. Oakton College will not accept responsibility for any material delivered to job site. It shall be the Contractor's responsibility to notify his Suppliers as to what his location is in the buildings and be available to accept deliveries.

1.13 Hours of Operation: Buildings will be available to the Contractor for work only between 7 a.m. and 5 p.m., Monday through Friday, unless otherwise approved by Oakton College.

1.14 Acceptance of Preceding Work:

- A. Before starting any operation, the Contractor, with the Oakton College Facilities Department shall examine work already performed to which his work adjoins, or is applied. The Contractor shall report to Oakton College any conditions that will prevent satisfactory accomplishments of his contract.
- B. Failure to notify Oakton College, in writing, of deficiencies or faults in preceding work will constitute acceptance thereof and waiver of any claim of its unsuitability.
- C. Failure to notify the Oakton College Facilities Department prior to covering any work may result, at Oakton College's option, in the Contractor having to remove his work for inspection and then reinstall it at no additional charge to Oakton College.

1.15 Building Facilities - In General:

- A. The basic facilities necessary to accommodate the Contractor's men and equipment exist. These facilities, however, must be used within their capabilities and in the manner designated by Oakton College. Contractor shall coordinate.
- B. Contractors shall provide at their own expense, all temporary piping, wiring, drop cords, etc., from existing sources to point of usage including the facilities, valves, etc., necessary to connect the existing sources.

- C. Each Contractor using these facilities must make his own connections to these energy sources and furnish his own conduit, safety switches, wiring, etc., and remove same at the completion of the work or as directed by Oakton College.
 - D. Contractor shall provide lighting as necessary to adequately illuminate the areas until the normal light sources are installed unless otherwise specified.
 - E. The cost of electric power, water and gas used in the course of the project will be paid by Oakton College.
 - F. The contractor may use Oakton's sanitary facilities, but must keep the facilities clean and available for public use at all times.
 - G. Loading Dock Scheduling: The loading dock will not be available to accept deliveries.
- 1.16 Contractor's Property: Oakton College will not be responsible for loss or damage of any of the Contractor's property. Materials remain the Contractor's property until fully installed and accepted by Oakton College. It is recommended that all supplies and equipment be clearly identified by paint or other method.
- 1.17 Supervision: The Contractor shall, at all times during the course of the work, maintain, on the job site qualified supervisors.
- 1.18 Cleaning Up: All debris created during the course of the work shall be removed at the end of each working day to an appropriate trash container and to an appropriate offsite location at or prior to the point when the trash containers are filled. At the completion of the work the contractor shall remove excess materials, tools and equipment from the site and leave the premises in a condition satisfactory to Oakton College.
- 1.19 Final Inspection: When the work is substantially completed, Contractor shall notify the Facilities Department, phone number (847) 635-1780, that work will be ready for inspection on a definite date. Final payment will not be issued until installation is completed.
- 1.20 Guarantee: Contractor shall remedy any defects in material or workmanship at his own expense, which may appear for a period of one year from final acceptance unless otherwise noted in the specifications or in the normal warranty given by the Manufacturer or Contractor.
- 1.21 Parking: Parking is available within the boundaries of the construction area or at designated locations. Failure to follow campus parking and traffic regulations will result in citations being issued.
- 1.22 Trailer & Storage Sites: Trailer parking space is available within the boundaries of the construction area.
- 1.23 Payments: Requests for payment must be submitted to Oakton College via the Facilities Department. The requests must be accompanied by a "waiver-of-lien to date" or "final waiver-of-lien" covering materials

and labor from the Contractor and all Subcontractors and Suppliers. The requests must be submitted on AIA Documents G702 and G703 and be accompanied by an invoice indicating the Purchase Order number under which the work is/was being done.

- 1.24 Replacing Ceiling Tiles and Repair of Damage: Contractor shall reinstall any ceiling tiles disturbed by his work and replace any ceiling tiles damaged as a result of his work. Contractor shall repair or replace any building components damaged as a result of his work. Contractor shall notify Oakton College of any holes or other damage that he is aware of in an area which he is working which were not made by his crew.
- 1.25 Shut-down of Utilities: Contractor shall notify Facilities Department at least 2 working days in advance for minor shut-downs and 10 working days in advance for major shut-downs. All arrangements must be made through the Facilities Department.
- 1.26 Prevailing Wages: Not less than the prevailing wage for Cook County shall be paid for labor on this job in accordance with the Illinois Prevailing Wage Act. Please visit the State of Illinois website at <http://www.state.il.us/agency/idol/>, to get a current list for Cook County prevailing wages.
- 1.27 Taxes: Oakton College District 535 is exempt from Federal, State and Local taxes.
- 1.28 Pre-construction and Progress Meetings: A pre-construction meeting will be held prior to beginning work at the site to review the project, project schedule, procedures and any other pertinent topics. Weekly progress meetings shall be held at the site to discuss progress status.
- 1.29 As-built Drawings: The Contractor shall prepare and submit a complete set of as-built drawings, including reproducible blueprints and AutoCad file, detailing any deviations from the drawings or specifications. The Owner shall supply a set of sepia drawings for the Contractor's use in preparing these drawings.
- 1.30 Changes in the Work: The Owner, without invalidating the contract, may make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original contract, except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

No change shall be made unless in pursuance of a written order from the Owner or his authorized representatives, stating that the Owner has authorized the change, and no claim for an addition to the contract sum shall be valid unless so ordered.

The value of any such change shall be determined in one or more of the following ways:

- a) By estimate and acceptance in a lump sum.
- b) By unit prices named in the contract or subsequently agreed on.
- c) By cost and percentage.

- 1.31 Claim for Extras: If the Contractor claims that any instructions, by drawings or otherwise, involve extra cost under this contract, he shall give the Owner written notice therefore before proceeding to execute the work. No such claims shall be valid unless so made.
- 1.32 Sexual Harassment:
All successful contractors must comply with the provisions of the Illinois Human Rights Act (Act) dealing with equal employment opportunities (Section 2-105, 775 ILCS 5/2-105) including equality of employment opportunity and the regulations of the Department of Humans Rights of the State of Illinois and also must provide for the adoption and implementation of written Sexual Harassment Policies. The contract with the successful bidder will provide for this requirement. The statutory provisions setting forth what such policies shall include as a minimum, under the Act, are on file with the District and available to the contractor upon request.
- 1.33 Bid Security:
A certified check or bank draft or bid bond, made payable to Oakton College, shall be submitted with the bid in the amount of **ten (10) percent of your total bid**. The bid security will be forfeited by the successful bidder in the event of the bidder's failure to enter into a contract. Checks or drafts of unsuccessful bidders will be returned as soon as practicable after opening and checking the bids.
- 1.34 Performance Bonds:
The successful bidder on this proposal must furnish a performance bond and a labor and material payment bond made out to Oakton College, prepared on an approved form, as security for the faithful performance of their contract, within ten (10) days of their notification that their bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Illinois and have an A-/6 or better rated company (as rated by Best's Rating Service). 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 bond and payment bond shall be in an amount equal to one hundred percent (100%) of the contract sum. The cost of bonds shall be included in the bidder's proposal.

BID CHECKLIST

- | | | | |
|-----|--|-----|----|
| 1) | Did you include a company profile? | YES | NO |
| 2) | Did you include the references requested? | YES | NO |
| 3) | Please include the name of your bonding company
rated A-/6 or better by Best's for your Performance/Labor and
Material Payment Bonds.
Company Name _____

Address _____

City/State/Zip _____

Phone Number _____

Rating _____ | YES | NO |
| 4) | Did you complete and include your fully completed bid
price sheets? | YES | NO |
| 5) | Did you attend the mandatory pre-bid meetings? | YES | NO |
| 6) | Did you complete and include the Contractors Certification? | YES | NO |
| 7) | Did you read and do you agree to all terms and specifications
as noted in the bid? | YES | NO |
| 8) | Did you include your Bid Security in the form of either a bid
bond or cashier's check drawn to the order of Oakton
College in the amount of 10% of the base bid price? | YES | NO |
| 9a) | Is your company going to use subcontractors? | YES | NO |
| 9b) | If yes, did you include the name, address, phone number of the
subcontractors being used? | YES | NO |
| 10) | Is your company or any subcontractor a Minority Business Enterprise? | YES | NO |
| 11) | If so, is this company registered with the State of Illinois
Central Management Services? | YES | NO |
| 12) | Did you include a copy of your bid on a flash drive? | YES | NO |

******THIS BID CHECKLIST SHOULD BE RETURNED WITH YOUR BID******

Company: _____

Signature: _____

STATE OF _____)
) SS.
COUNTY OF _____)

CONTRACTOR'S CERTIFICATION

Pursuant to Illinois Revised Statutes Chapter 38, Article 33E (Public Contracts), the undersigned certifies that he/she is a duly authorized agent of the contractor submitting the attached bid to Community College District 535, Oakton College and that said contractor is not barred from bidding on this public contract as a result of a violation of either Section 33E-3 or 33E-4 of said statute.

Signed this _____ day of _____, 20____.

By: _____

Signature: _____

Title: _____

Address: _____

SUBSCRIBED AND SWORN TO before
me this _____ day of _____, 20____.

Notary Public

Please return this form with your bid.

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

Notes to Authorized Representatives completing this Designation:

- Under Illinois law, prices and price quotes become public information once the information is announced at the public bid opening and may not thereafter be kept confidential.
- Other information cannot be kept confidential unless it is a trade secret, and is identified as such by the party submitting a proposal at the time of submittal as specified in Section 7(1)(g) of the Illinois Freedom of Information Act (“FOIA”, 5 ILCS 40/7(1)(g)).
- “Trade secret” as defined in Section 2(d) of the Illinois Trade Secrets Act (765 ILCS 1065/2(d)) means information, including but not limited to technical or non-technical data, a formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, or list of actual or potential customers or suppliers, that: (1) is sufficiently secret to derive actual or potential economic value from not being generally known to other persons who can obtain economic value from its disclosure or use; and (2) is the subject of efforts to maintain its secrecy or confidentiality that are reasonable under the circumstances.

* * * *

The attached material submitted in this Response to Oakton College **Bid #0208-23-04 for “Boilers and Heat Exchangers for Skokie Campus”** includes trade secrets and / or commercial or financial information that is proprietary, privileged, or confidential. The disclosure of specifically identified content within the material would cause competitive harm to:

(insert name of individual or company submitting the response)

as further explained below, such that it may be kept confidential under 5 ILCS 40/7(1)(g).

We request that the pages or parts of pages of this Response, as next indicated, be treated as confidential material and not be released without the prior written approval of our Authorized Representative named on the following page.

Section	Page #(s)	Topic	Why disclosure would cause competitive harm

If the designation of this information as confidential is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality, and agrees to hold the College harmless for any costs, damages, or penalties arising out of the College's agreeing to withhold the information.

Failure to complete and include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to inspection and copying. The College considers other markings of "confidential" in the bid/proposal documents to be insufficient. The undersigned agrees to hold the College harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name: _____

Authorized Representative: _____
Signature

Authorized Representative: _____
Type or Print

E-mail address: _____

Date: _____

Please be sure to include one copy of your BID response that has confidential and/or proprietary information removed/redacted. Please mark this as "FOIA Copy."

The College will use this copy at the public bid/RFP opening, and this copy must include your pricing.

**CONTRACT DOCUMENTS AND
SPECIFICATIONS FOR CONSTRUCTION**

BOILERS AND HEAT EXCHANGERS FOR SKOKIE CAMPUS

**OAKTON COLLEGE
1600 E. GOLF RD
DES PLAINES, ILLINOIS**

**7701 LINCOLN AVENUE
SKOKIE, ILLINOIS**

**PROJECT MANAGER – DONALD WARE, P.E.
KLUBER ARCHITECTS + ENGINEERS, INC.
41 W. BENTON STREET
AURORA, ILLINOIS 60506
(630) 406-1213**

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