

SPECIFICATIONS

FOR

Med Dispense Machine
Lake Land College District Number 517
Mattoon, Illinois 61938

PROJECT NO. 2017-012

Bid Date: October 23, 2017

Community College District Number 517
Mattoon, Illinois

SECTION 000101

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ADVERTISEMENT FOR BIDS

Bids: October 23, 2017
LAKE LAND COLLEGE DISTRICT #517
MATTOON, ILLINOIS
Project No. 2017-012

The Lake Land College District Number 517 Board of Trustees will receive sealed bids for the purchase of a Med Dispense Machine.

Bids will be received until 2:00 PM Central Standard Time on Monday, October 23, 2017 in the Office of the Vice President for Business Services on the campus of Lake Land College, 5001 Lake Land Blvd., Mattoon, IL. Bids will be on a stipulated sum basis. Bids received after this time will not be accepted. Bids will be opened and publicly read immediately after the specified closing time. Obtain bidding documents/requirements at the office of the Vice President for Business Services on the campus of Lake Land College, phone (217) 234-5224.

The Board of Trustees reserves the right to waive irregularities and reject all bids or parts of bids.

Successful Bidders shall have the sole responsibility of complying with all aspects of existing Prevailing Wage Policies.

Dave Storm
Chairperson - Lake Land College Board of Trustees

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INSTRUCTIONS TO BIDDERS

PART 1 GENERAL

1.01 DEFINITIONS

- A. Lake Land College Board of Trustees will be hereafter referred to in this Specification as "Owners" and all correspondence shall be addressed to: Bryan Gleckler, Vice President for Business Services, Lake Land College, 5001 Lake Land Blvd., Mattoon, IL 61938.
- B. A Bidder is a person or entity who submits a Bid to the Owner.
- C. Bidding Documents include the Advertisement for Bid, Instructions to Bidders, Bid Forms and supplements, specifications and Addenda.
- D. Contract Documents include any Contract forms, Specifications, Drawings, Addenda, and modifications.
- E. The Agreement is the written agreement between the Owner and Contractor setting forth the obligations of the parties thereunder, including but not limited to the performance of the Work, the basis of payment and the contract time.
- F. The Work is the entire delivery, installation or construction or separately identifiable parts thereof required to be furnished under the contract documents.
- G. A Bid is a complete and properly signed proposal to provide the materials and labor for the sums stipulated therein, submitted in accordance with the Bidding Documents.
- H. The Base Bid is the sum stated in the Bid for which the Bidder offers to provide the equipment described in the Bidding Documents as the base, to which Work may be added or from which Work may be deleted for sums stated in Alternate Bids.
- I. An Alternate Bid is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding changes in the items, as described in the Bidding Documents are executed.
- J. A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or service as described in the Bidding Documents or in the proposed Contract Documents.

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1.02 DOCUMENTS

- A. Copies of the Bidding Documents may be obtained at the office of the Vice President for Business Services, 5001 Lake Land Boulevard, Mattoon, Illinois 61938; (217) 234-5224.

1.03 EXAMINATION OF DOCUMENTS

- A. Bidders shall examine all documents and shall inform themselves of the Work to be performed. Failure to do so will not relieve a successful bidder of his obligation to provide all materials necessary to execute the Work for the sum stated thereon.
- B. Each Bidder, by submitting his bid represents that he has read and understands the bidding documents and has informed himself of the conditions of the Work.

1.04 INTERPRETATIONS DURING BIDDING

- A. If any Bidder is in doubt as to the meaning of any part of the Bidding Documents, they may submit a written request to: Bryan Gleckler, Vice President for Business Services, 5001 Lake Land Boulevard, Mattoon, Illinois 61938; for an interpretation of that part.
- B. Written requests for interpretations or clarifications must be made no later than ten (10) working days prior to the Bid Date specified in the Advertisement for Bids.
- C. Any interpretation or change will be made only by Addenda numbered, dated, and issued by the Owner to each Bidder on record as having received a set of Bidding Documents and will be available for inspection wherever the Bidding Documents are kept available for that purpose. Lake Land College will not be responsible for any other explanations or interpretations of the Bidding Documents.

1.05 SUBSTITUTION OF PRODUCTS

- A. MANUFACTURER'S TRADE NAMES ARE USED IN SPECIFICATIONS FOR THE EXPRESS PURPOSE OF ESTABLISHING A STANDARD OF QUALITY AND COORDINATION OF DESIGN, NOT FOR THE PURPOSE OF LIMITING COMPETITION.
- B. All sizes of equipment must be as specified, and all pieces of equipment must include or have those features which are set forth in the specifications.

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- C. Bidders proposing substitutions in writing must submit detailed specifications with catalog cuts or manufacturer's literature, pictorially portraying that on which they are bidding for comparison to specified items by the Owner.
- D. Any additional explanation or statement which the Bidder wishes to make must be placed in the same envelope and attached to the proposal. Unless the Bidder so indicates, it is understood that the Bidder has bid in strict accordance with the specifications and drawings and has made no substitutions, modifications or additional stipulations.

1.06 QUALIFICATION OF BIDDERS

- A. Bidders may be disqualified and their Bids not considered for any of the following specific reasons:
 - 1. Reason to believe collusion exists among Bidders.
 - 2. The Bidder being interested in any litigation against the Owner.
 - 3. The Bidder being in arrears on any existing contract or having defaulted on a previous contract.
 - 4. Lack of competency as revealed by the financial statement, experience, and equipment, questionnaires, or qualification statement.
- B. If requested, a Bidder shall submit to the Owner a confidential Financial Statement in a sealed envelope.

1.07 PREPARATION OF BID:

- A. No modification to the terms of these bid documents will be permitted. Any deviation shall be considered cause for disqualification.
- B. All bids must be submitted on the bid form contained herein.
- C. The Bidder shall base the bid on materials complying with the Bidding Documents, and shall list all information where the bid form requires.
- D. Bids shall not be based on discounts, rebates or other refunds unless all requirements of these Bid documents are met within the terms of the discounts, rebates or refunds. Bidder shall notify Owner of intention to base Bid on any discounts, rebates or refunds in writing. This notification shall be attached to bid form when submitted to owner.
- E. The blank spaces in the bid form shall be filled in correctly with ink or typewritten. A bid form containing an alteration or erasure of any price

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contained in the bid which is used in determining the lowest responsible bid shall be rejected unless the alteration or erasure is corrected as herein provided:

1. An alteration or erasure must be crossed out and the correction printed in ink or typewritten adjacent to the alteration or erasure.
 2. The person signing the bid must initial the correction in ink.
 3. In the event that any price used in determining the lowest responsible bid is expressed by the Bidder in both written and numerical form, the written representation shall govern in all cases.
- F. If the bid form includes alternates, each Bidder may bid on any alternate he/she chooses provided they have the required level of proficiency with item in question.
- G. If an individual submits Bid, he or his duly authorized agent must sign his name. If a firm, association or partnership submits the Bid, the name, address and title of each member must be given, and an official or duly authorized agent must sign the Bid. Powers of attorney authorizing agents or others to sign Bids must be properly certified and must be in writing and submitted with the Bid.
- H. Bids from individuals or partnerships, if signed by an attorney-in-fact, shall have attached to the bid the power of attorney, evidencing the authority to sign the bid. If the bid is signed by any other legal entity, the authority of the person signing shall be attached to the bid.

1.08 EXEMPTION FROM SALES TAX ON MATERIALS

- A. The Owner is exempted by Section Three of the Illinois Use Tax Act (Sec 3, House Bill 1610 approved July 31, 1961. IL. Rev. Stat. 1961, Chap. 120 Sec 439.3) from paying any of the taxes imposed by that act and sales to the Owner are exempt by Section Two of the Illinois Retailer's Occupation Tax Act (Section 2, House Bill 1609, Approved July 31, 1961 IL. Rev. Stat. 1961, Chap. 120 Sec. 441) from any of the taxes imposed by that Act.

1.09 IDENTIFICATION AND SUBMITTAL OF BID

- A. Each bid and all papers bound and attached to it shall be placed in an envelope and securely sealed therein. The envelope shall be plainly marked with the following:
1. The word "BID"
 2. Name and address of the Bidder.

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- B. The envelope of the bid shall be addressed to:

Lake Land College Med
Dispense Machine Bid
C/O Bryan Gleckler
5001 Lake Land Boulevard
Mattoon, Illinois, 61938
- C. Bids shall be delivered before the time set for the opening of the bids. Bids arriving by mail or otherwise after the time designated for the opening of bids will be returned unopened.
- D. No oral, telephone, facsimile or email proposals or modifications will be considered.

1.10 MODIFICATION OR WITHDRAWAL OF BID

- A. A bid may not be modified after submittal. Bidders may withdraw a bid at any time before opening. A Withdrawal of a Bid must be made in writing or in person by a bidder or his duly authorized agent. If a firm, association or partnership wishes to withdraw a bid, an official or duly authorized agent must sign the written request or appear in person.
- B. Once withdrawn, the bidder must submit a new bid prior to the opening in order to be considered.
- C. No Bid may be withdrawn or modified after the Bid opening except where the award of the Contract has been delayed beyond 60 days after date of Bid.

1.11 OPENING OF BIDS

- A. The Bids submitted will be opened at the time and place stated in the Advertisement for Bids and publicly read aloud and thereafter shall remain on file with the Owner.
- B. After Bids are opened, the Bids will be tabulated for comparison on the basis of the Bid prices and quantities shown on the Bids.
- C. The Owner reserves the right to withhold the award of the Work for a period of 60 days from the date of the opening of Bids and no award will be made until the Owner is satisfied as to the responsibilities of the low Bidders.
- D. Until final award of the Work, the Owner reserves the right to reject any or all Bids or proceed to do the Work otherwise in the best interest of the Owner.

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1.12 EVALUATION AND CONSIDERATION OF BIDS

- A. The Owner reserves the right to reject all bids or parts of bids, and to waive informalities therein.
- B. For the purpose of determining the lowest responsible bidder in the consideration of all bids submitted, the Owner reserves the right to accept or reject any or all alternates in the numerical order in which they appear on the bid form.

1.13 DISQUALIFICATION OF BIDDERS

- A. Bids will not be considered if they show any omissions, additions, alterations of form, conditions not requested, unauthorized alternate Bids or irregularities of any kind. However, the Owner reserves the right to waive any irregularities and to make the award in the best interest of the Owner.
- B. The Bidder acknowledges the right of the Owner to reject any or all Bids and to waive any informality or irregularity in any Bid received. In addition, the Bidder recognizes the right of the Owner to reject a Bid if the Bidder fails to submit the data required by the Bidding Documents.
- C. For the purpose of determining the lowest responsible bidder in the consideration of all bids submitted, the Owner reserves the right to accept or reject any or all alternates.

1.14 APPLICABLE LAWS

- A. All applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the Work shall apply throughout, and they will be deemed to be included the same as though herein written out in full.
- B. Bidder's signatures shall be construed as acceptance of and willingness to comply with all provisions of the acts of the General Assembly of the State of Illinois relating to the Department of Human Rights Act, previously the Illinois Fair Employment Practices Act, Prevailing Wage Act for workers in our area, preference to citizens of the United States and residents of the State of Illinois, and discrimination and intimidation of employees. Provisions of said acts are hereby incorporated by reference and become a part of this proposal and specification.

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1.15 RECORDS:

- A. The Contractor shall maintain, for a minimum of 5 years after the completion of the Work, adequate books, records and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the Work; all books, records and supporting documents related to the Work shall be available for review and audit, and the Contractor agrees to cooperate fully with any audit conducted and to provide full access to all relevant materials.

END OF SECTION

SECTION 004146

BID FORM

PROJECT IDENTIFICATION: Med Dispense Machine, Project 2017-012

BID TO: Board of Trustees
Lake Land College District Number #517
C/O Bryan Gleckler
Vice President for Business Services
5001 Lake Land Boulevard
Mattoon, Illinois, 61938

BID FROM: _____

The undersigned Bidder agrees, if this Bid is accepted, to enter into an Agreement with the Owner, in the form included in the Bidding Documents, to perform and furnish Work as specified or indicated in the Bidding Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

In submitting this Bid, Bidder represents that:

- A. This Bid will remain subject to acceptance for 60 days after the day of the bid opening.
B. The Owner has the right to reject this bid.
C. Bidder will sign and submit the Agreement with the Bonds and other documents required by the Bidding requirements within 15 days after the Owner's Notice of Award.
D. Bidder has copies of all the Bidding Documents.
E. Bidder has visited the site and become familiar with the general, local and site conditions.
F. Bidder is familiar with federal, state and local laws and regulations.
G. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the bidding documents and additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.
H. This Bid is genuine and not made in the interest of or on the behalf of an undisclosed person, firm or corporation and is not submitted in conformity with an agreement or rules of a group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited another Bidder to submit a false or sham Bid; Bidder has not solicited or induced a person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself an advantage over another Bidder or over the Owner.
I. Bidder has received the following addenda receipt of which is hereby acknowledged.

Date Number

BID PRICE (Complete) _____ Dollars (\$) _____
(use words) (figures)

Bidder agrees to provide all materials, labor and equipment, as specified, on or before the number of calendar days indicated below.

SUBMITTED on _____, 2017

Company _____, (Seal)

Address _____

Signed _____

(Printed Name)

Phone _____

Fax _____

END OF SECTION

SECTION 012900

PAYMENT PROCEDURES

PART 1 GENERAL

1.01 PAYMENTS

- A. The Owner will make payment on account of the Contract as follows:
1. Upon completion of all work as directed in these specifications the Contractor shall request payment in full.
 2. Payment will be made provided Owner certifies that the work meets all requirements of these specifications.
 3. The Contractor shall provide an invoice for the work which will satisfy the following:
 - 1) Itemize separate line item cost for each unit type of equipment as indicated on the Bid Form.
 - 2) All forms must be typed and all sections of the forms completed.
 4. Payment will be made within 60 days of certification of work by Owner.

1.02 PAYMENTS WITHHELD

- A. The Owner may withhold, or on account of subsequently discovered evidence, nullify the whole or part of any payment to such an extent as may be necessary to protect the Owner from loss on account of:
1. Defective work not remedied.
 2. Claims filed or reasonable evidence indicating probable filing of claims.
 3. Failure of the Contractor to make payment properly to Subcontractors for materials and/or labor.
 4. A reasonable doubt that the Contract can be completed for the balance then unpaid.
 5. Damage to another Contractor.
- B. When the above conditions are remedied payment will be made for the amounts withheld.

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- C. Should the Contractor fail to perform any work according to the drawings and specifications, or should he refuse to correct any work not done according to the drawings and specifications, the Owner may, after having given the Contractor ten days written notice, construct such work or make repairs necessary to meet the requirements of the Contract. The cost of such work shall be deducted from the final payment due the Contractor.

END OF SECTION

SECTION 117000

MED DISPENSE MACHINE

PART 1 GENERAL

1.01 SCOPE

- A. The work under this section includes the furnishing of all labor, material, equipment, supervision and services necessary for the execution and completion of all items necessary to provide a complete and functioning Med Dispense Machine, delivery and installation as herein specified.
- B. If a Bidder is unable to comply with any of the following specifications, the Bidder shall submit in writing the reason for noncompliance. Noncompliance with any specification is grounds for rejection of the entire bid. The buyer reserves the right to reject any bid which does not meet these specifications.
- C. Bids shall include all shipping, handling, delivery and installation fees and will have no hidden costs.
- D. Bids shall include explicit technical information regarding electrical requirements or special structural considerations or other accommodations required for the proper installation and operation of specified equipment.
- E. All equipment shall bear full manufacturers on-site warranty for a minimum of one year from the date of delivery to the Owner and shall include parts and labor.
- F. All Owner's materials, software, manuals, guides or other supplied information shall be presented in a neat, orderly, and professional manner using binders, folders or other devices as necessary.

1.02 RELATED DOCUMENTS:

- A. All provisions of the Specifications apply to the work of this section.

1.03 SUBMITTALS:

- A. Submit for approval; shop drawings and product data, including but not limited to:
 - 1. Provide diagrams, example photos, engineering drawings, and details as are available to properly illustrate the appearance and function of the proposed Med Dispense Machine.

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2. Electrical requirements, diagrams and specifications including specific detail regarding required power or water supply or discharge and final connections.
- B. Upon completion Med Dispense Machine vendor shall provide three (3) sets of equipment manuals and warranty documents for all equipment.

1.04 QUALITY ASSURANCE:

- A. Deliver, handle, store and install the Med Dispense Machine in accordance with manufacturer's approved printed instructions.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Provide One (1) Demo Dose® Med Dispense® Medication Disp. w/Cabinet, as manufactured by TouchPoint Medical, 114 Douglas Road East, Suite 100, Oldsmar, FL 34677-2933, 570 472-5375, or equal, which shall include the following:
1. Provide One (1) Demo Dose® Med Dispense® Medication Disp. w/Cabinet
 2. Provide One (1) Demo Dose® Med-Dispense Sample Pack for 06-93-3425N

PART 3 EXECUTION

3.01 DELIVERY, STORAGE AND HANDLING

- A. Owner shall:
1. Provide labor and materials for electrical service to Med Dispense Machine.
- B. Contractor shall:
1. Provide instruction, specifications and supervision for all final electrical connections to be completed by owner necessary to make all equipment operational.
 2. Install Med Dispense Machine per manufacturer's instructions in a professional, neat and timely manner.

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3. Provide all accessories, controls and appurtenances to provide a fully functioning system.
4. All equipment shall be provided in the manufacturer's original sealed packaging and shall be clearly marked with the project name and number;

Med Dispense Machine
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END OF SECTION