

SPECIFICATIONS

FOR

Lake Land Magazine Printing

Lake Land College District Number 517
Mattoon, Illinois 61938

PROJECT NO. 2022-002

Bid Date: January 31, 2022

SECTION 000101
TABLE OF CONTENTS

<u>SECTION</u>	<u>DESCRIPTION</u>
001113	Advertisement for Bids
002113	Instructions to Bidders
004146	Bid Form
012000	Payment Procedures
121219	Printing
121220	Supplementary Conditions
121221	Zip Codes for Mailing List

END OF SECTION

SECTION 001113

ADVERTISEMENT FOR BIDS

Bids: January 31 2022
LAKE LAND COLLEGE DISTRICT #517
MATTOON, ILLINOIS
Project No. 2022-002

The Lake Land College District Number 517 Board of Trustees will receive sealed bids for printing and mail preparation of the Spring and Summer 2022 Magazines.

Bids will be received until 1:00 p.m. Central Time on Monday, January 31, 2022 in the office of the Vice President for Business Services in the Board and Administration Center on the campus of Lake Land College, 5001 Lake Land Boulevard, Mattoon, IL. Obtain bidding documents/requirements at the office of the Vice President for Business Services, phone 217-234-5224, gnuxoll1@lakelandcollege.edu, or at <https://www.lakelandcollege.edu/foia/>.

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

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

Lake Land College actively promotes continuing economic development in compliance with the Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575) . Successful Prospective Vendors shall have the sole responsibility of complying with all aspects.

Mike Sullivan
Chairperson - Lake Land College Board of Trustees

SECTION 002113

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 "The College" and all correspondence shall be addressed to: Greg Nuxoll, 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 College.
- C. Bidding Documents include the Advertisement for Bid, Instructions to Bidders, Bid Forms, Specifications, supplements and Addenda.
- D. Contract Documents include Contract forms, Specifications, Drawings, Addenda, and modifications.
- E. The Agreement (contract) is the written agreement between The College and Vendor 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 sum of services, materials and labor required to satisfy to provide the items as specified herein.
- 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.

SECTION 002113

1.02 DOCUMENTS

- A. Copies of the Bidding Documents may be obtained at the office of the Vice President for Business Services, Lake Land College, 5001 Lake Land Boulevard, Mattoon, Illinois 61938; (217) 234-5224, gnuxoll1@lakelandcollege.edu.

1.03 EXAMINATION OF DOCUMENTS

- A. Bidders shall examine all documents, and shall inform themselves of all conditions of the work specified herein, including but not limited to; factors which may affect the time of completion, all of the conditions and requirements of the documents, and all other relevant matters which may affect the Work or the Bid. Failure to do so will not relieve a successful bidder of his obligation to provide all services, materials and labor necessary to carry out the provision of his contract for the sum stated thereon.
- B. Each Bidder, by submitting his bid represents that he has read and understands the bidding documents.

1.04 INTERPRETATIONS DURING BIDDING

- A. If any Bidder is in doubt as to the meaning of any part of the Bidding requirements, the bidder may submit a written request to: Greg Nuxoll, Vice President for Business Services, 5001 Lake Land Boulevard, Mattoon, Illinois 61938; for an interpretation of that part.
- B. If any Bidder is in doubt as to the meaning of any part of the Printing Specifications, the bidder may submit a written request to: Kelly Allee, Director of Marketing & Public Relations, 5001 Lake Land Boulevard, Mattoon, Illinois 61938 or email at kallee@lakelandcollege.edu; for an interpretation of that part.
- C. Written requests for interpretations or clarifications must be made no later than five (5) working days prior to the Bid Date specified in the Advertisement for Bids.
- D. Any interpretation or change will be made only by Addenda numbered, dated, and issued by The College 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.

SECTION 002113

1.05 SUBSTITUTION OF PRODUCTS

- A. No substitutions shall be permitted.
- B. Bids shall not contain any recapitulation of the work to be done and no oral or telephone proposals or modifications will be considered.

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 College.
 - 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, equipment, questionnaires, or qualification statement.
 - 5. Uncompleted work, which in the judgment of The College will prevent or hinder the prompt completion of additional work if awarded.
- B. If requested, a Bidder shall submit to The College a confidential Financial Statement in a sealed envelope.

1.07 PREPARATION OF BID:

- A. All bids must be submitted on the bid form contained herein. Oral, telephone, facsimile, electronic mail, or telegraph bids will not be accepted.
- B. The Bidder shall base the bid on materials complying with the Bidding Documents, and shall list all information where the bid form requires.
- C. 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 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.

SECTION 002113

- D. If the bid form includes alternates, each Bidder shall bid on each alternate. Failure to comply may be cause for rejection.
- E. 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.
- F. 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 College 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 College are exempt by Section Two of the Illinois Retailer's Occupation Tax Act (Section2, 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 FEDERAL EMPLOYER IDENTIFICATION NUMBER

- A. The successful Bidder shall submit its Federal Employer Identification Number (F.E.I.N.). Failure to do so will result in disqualification.

1.10 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 Name and address of the Bidder.
- B. The envelope of the bid shall be addressed to:
Greg Nuxoll
Lake Land College
Lake Land College Magazine, Project #2022-002
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. Oral, telephone, facsimile, electronic mail, or telegraph bids shall not be accepted.

SECTION 002113

1.11 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.

1.12 OPENING OF BIDS

- A. The Bids submitted will be opened at the time and place stated in the Advertisement for Bids and thereafter shall remain on file with The College.
- 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 College reserves the right to withhold the award of the Contract for a period of 60 days from the date of the opening of Bids and no award will be made until The College is satisfied as to the responsibilities of the low Bidder.
- D. Until final award of the Contract, The College reserves the right to reject any or all Bids or proceed to do the work otherwise in the best interest of The College.

1.13 EVALUATION AND CONSIDERATION OF BIDS

- A. The College reserves the right to reject all bids or parts of bids, and to waive informalities therein.
- B. Bids will be evaluated on product quality, customer service, conformance to these specifications, and for value for the College.
- C. The College reserves the right to tour the vendor's facility and inspect equipment prior to bid award.

1.14 DISQUALIFICATION OF BIDS

- 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 College reserves the right to waive any irregularities and to make the award in the best interest of The College.

SECTION 002113

- B. The Bidder acknowledges the right of The College 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 College 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 College reserves the right to accept or reject any or all alternates in the numerical order in which they appear on the bid form.

1.15 APPLICABLE LAWS

- A. All applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the Work shall apply to the Contract throughout, and they will be deemed to be included in the Contract 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, the 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.

1.16 EXECUTION OF THE CONTRACT

- A. The successful Bidder, if awarded the Project, shall sign the necessary Agreements with The College and furnish Payment and Performance Bonds and Certificates of Insurance, if required elsewhere in this document, but no such Agreement shall be in force and effect until it is executed by all parties, and the Payment and Performance Bonds and Certificates of Insurance have been approved.
- B. Within ten (10) calendar days of receiving The College-Contractor Agreement, the Vendor shall execute the Agreement and return it to The College; failure to return the Agreement within ten (10) calendar days may result in the rescinding of the Contract award.

SECTION 002113

1.17 RECORDS:

- A. The Vendor shall maintain, for a minimum of 5 years after the completion of the contract, adequate books, records and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the Contract shall be available for review and audit, and the Vendor 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: Lake Land Magazine Printing, Project 2022-002

BID TO: Greg Nuxoll
Lake Land College
5001 Lake Land Boulevard
Mattoon, Illinois, 61938

BID FROM: _____

- 1.01 The undersigned Bidder agrees, if this Bid is accepted, to enter into an Agreement with the Owner 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.
1.02 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 or other documents required by the Bidding requirements within 10 days after the Owner's Notice of Award.
D. Bidder has copies of all the Bidding Documents.
E. Bidder has read and understands the enclosed specifications.
F. Bidder is familiar with federal, state and local laws and regulations as applicable to this Work.
G. 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.
H. Bidder has received the following addenda receipt of which is hereby acknowledged.

Date Number

1.03 Bidder will provide all services, labor and materials as specified in accordance with the Contract Documents for the following price(s):
Each Issue (24 Page Self-Cover): _____ Dollars (\$) _____ (figures)
Mail Preparation Per Issue: _____ Dollars (\$) _____ (figures)
Shipping Per Issue: _____ Dollars (\$) _____ (figures)
Grand Total of Both Issues: _____ Dollars (\$) _____ (figures)

Alternate #1
Each Issue (16 Page Self-Cover): _____ Dollars (\$) _____ (figures)
Mail Preparation Per Issue: _____ Dollars (\$) _____ (figures)
Shipping Per Issue: _____ Dollars (\$) _____ (figures)
Grand Total of Both Issues: _____ Dollars (\$) _____ (figures)

SECTION 004146

Alternate #2
 Spring Issue
 (24 Page
 Self-Cover): _____ Dollars (\$ _____)
 (use words) (figures)

Mail Preparation
 Per Issue: _____ Dollars (\$ _____)
 (use words) (figures)

Shipping Per
 Issue: _____ Dollars (\$ _____)
 (use words) (figures)

Summer Issue
 (16 Page
 Self-Cover): _____ Dollars (\$ _____)
 (use words) (figures)

Mail Preparation
 Per Issue: _____ Dollars (\$ _____)
 (use words) (figures)

Shipping Per
 Issue: _____ Dollars (\$ _____)
 (use words) (figures)

Grand Total of
 Both Issues: _____ Dollars (\$ _____)
 (use words) (figures)

Paper Specifications: 60# Coated #3 gloss Yes No

Opacity 90 or above: Yes No

Brightness above 90: Yes No

Correction Charges per line/page at blue line: _____

NOTE - Bid shall be considered irregular and disqualified if:
 -Any line is left blank
 -Bidder fails to include any of the following:
 ___ Software/Equipment List Attached
 ___ Paper Samples Enclosed
 ___ 4-color Publication Samples Enclosed
 ___ Proof of non-profit postal permit
NO EXCEPTIONS

SUBMITTED on _____ 2022

Company _____

Address _____

Signed _____

Printed _____

Phone _____

Email _____

END OF SECTION

SECTION 012000

PAYMENT PROCEDURES

PART 1 GENERAL

1.01 PAYMENTS

- A. The Owner will make payment on account of the Contract as follows:
1. Payments for Printing and Mail Preparation will be net forty-five (45) days after each of three completed printings per specifications. Vendor must supply one invoice for printing and a separate invoice for postage.
 2. The College reserves the right to alter the quantities of the schedules at no penalty. The vendor shall adjust prices accordingly.
 3. Upon completion of all work as directed in these specifications the Vendor shall request balance of contract sum. Successful bidder must provide a W-9 for processing of payment.
 4. Final payment will be made upon certification by the Director of Marketing & Public Relations that the work meets all requirements of these specifications.

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. A reasonable doubt that the Contract can be completed for the balance then unpaid.
- B. When the above conditions are remedied payment will be made for the amounts withheld.
- C. Should the Contractor fail to perform any work according to the specifications, or should he/she refuse to correct any work not done according to the drawings and specifications, the College may, after having given the Contractor ten days written notice, enter into an agreement with a third party to obtain such materials and labor 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 121219

PRINTING

PART 1 GENERAL

1.01 SCOPE

A. General

1. Lake Land College Magazine is provided each semester for the students and residents of Lake Land College District #517 by Marketing & Public Relations at Lake Land College. This magazine introduces new and prospective students and their families to Lake Land College to provide them with resources to get started or continue their education with us.
2. Lake Land College seeks Bids from qualified Vendors for Printing and Mail Preparation of the Lake Land College Magazine.
3. The purpose of these specifications is to establish minimum requirements and standards for Printing and Mail Preparation of the Lake Land College Magazine.
4. Bids shall be for Printing and Mail Preparation complete, including, but not limited to labor, materials, transportation, shipping, and there shall be no hidden costs.
5. Bidder shall provide documentation in sufficient detail for Owner to compare their Bid to Bids by other Prospective Vendors.
6. If a Prospective Vendor is unable to comply with any of the following specifications, the Prospective Vendor shall submit in writing the reason for noncompliance. Noncompliance with any specification is grounds for rejection of the entire Bid. The Owner reserves the right to reject any Bid which does not meet these specifications.
7. Correction cost shall be specified per-page as indicated on Bid form; hourly charges are unacceptable.
8. No over runs shall be accepted.
9. View the current issue at www.lakelandcollege.edu
10. Vendor's non-profit postal indicia and permit will be used and postage will be billed on a separate invoice through the vendor to The College.
11. Vendor shall bill mail preparation costs with each issue.

SECTION 121219

- B. Submittals
 - 1. Samples of work and paper
 - a) The contractor or Vendor shall supply the College with an equipment and software list, samples of 4-color work and paper samples.
 - b) Examples must include 4-color photos on paper being submitted in the bid. Failure to do so shall result in the bid being declared ineligible.
 - c) All Vendors are expected to submit samples. No exceptions.
 - d) All Vendors must submit proof of a non-profit postal permit.

PART 2 MATERIALS

2.01 PRINTING AND MAILING PREPARATION

- A. Quantity: 84,420 Saturation Mail + 50 office copies = 84,470
- B. Paper: 60# coated #3 gloss. Opacity and brightness above 90
- C. Page Count: 24 page-self cover, Alternate #1 – 16 page-self cover, and Alternate #2 – one 16 page self-cover and one 24 page-self cover
- D. Trim size: Landscape piece magazine binding, 9.25 inches tall and 10.5 inches wide
- E. Ink: 4-color process with bleeds
- F. Binding: Saddle stitch
- G. Composition: Magazine shall be uploaded as native files or PDFs
- H. Proofs:
 - 1. In addition to a PDF proof, Vendor shall provide a chromaline equivalent proof and laser-quality proof of entire magazine prior to printing.
 - 2. Proofs are to be sent overnight delivery at Vendor's expense.
 - 3. Vendor shall make corrections indicated by the College and resubmit proofs for review by College personnel.
 - 4. The College reserves the right to review corrections, and may do so at the location of the College's choosing.

SECTION 121219

5. A minimum of 48 hours is required for proofing.
6. Final proofreading and approval by the College required prior to production.

PART 3 EXECUTION

3.01 COLLEGE PROPERTY RIGHTS:

- A. The cost of changes or revisions required to bring the project up to the specifications shall be borne by the Vendor. This agreement nullifies and/or waives any customary charges, fees or terms of Vendor.

3.02 SCHEDULE:

- A.
Spring – April 7, 2022 postal drop; files delivered on March 17, 2022
Summer – July 7, 2022 postal drop; files delivered on June 23, 2022

3.03 SHIPPING:

- A. Delivery to College and Post Offices required. On campus delivery must arrive before noon.

3.04 MAIL PREPARATION:

- A. Approximately 84,420 magazines to be prepared for carrier route saturation mailing (bagged and sorted) per U.S. Postal requirements to all residential and select business addresses in the prescribed distribution area using vendor's non-profit permit number.
- B. The College district includes all or parts of 15 counties. See attachment for zip codes.
- C. Mail counts must be updated by Vendor each printing.

3.05 REQUIRED COMMUNICATION WITH MAILROOM:

- A. Vendor must contact the Marketing Publication & Design Coordinator at 217-234-5038 to communicate the postage cost a week in advance of the postal drop date.

END OF SECTION

SECTION 121220

SUPPLEMENTARY CONDITIONS

PART 1 GENERAL

1.25 BUSINESS ENTERPRISE FOR MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES ACT

- A. On August 25, 2015, Governor Rauner signed into law the Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575), effective immediately. The Act stipulates certain requirements regarding the use of businesses owned by minorities, females and persons with disabilities for the procurement of goods and services by State agencies, universities, and community colleges.
- B. The College recognizes the importance of increasing the participation of businesses owned by minorities, females and persons with disabilities in public contracts in an effort to overcome the discrimination and victimization such firms have historically encountered. It is the College'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 575/0.01 et seq. (the "Act") and the Business Enterprise Council for Minorities, Females, and Persons with Disabilities (the "Council").
- C. Certified Business Enterprise Contractors
 1. In determining whether a business is owned by a minority, female, or person with disabilities, the College shall require the business to provide proof of certification by the Business Enterprise Council, an entity delegated the authority to make certifications by the Business Enterprise Council, or by a state agency with statutory authority to make such a certification, that the business entity is owned by a minority, female, or person with a disability, or by submitting an ownership affidavit provided by the College.
- D. Subcontractors and Suppliers
 1. The College's aspirational goals are based on the total dollar amounts awarded to businesses owned by minorities, females, and persons with disabilities. All funds awarded to any certified subcontractors and/or suppliers shall be included for the College's aspirational goals, so long as the expenditures are direct, necessary, and proximately related to the work or service of the contract.

SECTION 121220

- E. Evaluation of Contracts to Facilitate Aspirational Goals
 - 1. These procedures shall not eliminate, alter, reduce, alleviate or modify in any way the College's procedures for purchasing. However, in addition to the College's purchasing procedures, the College shall evaluate all contracts, except those subject to federal reimbursement, to determine whether the bidder or contracting party assists the College in meeting its aspirational goals as set forth above, and increase the participation of businesses owned by minorities, females, and persons with disabilities in contracts with the College.
- F. Bidding Requirements.
 - 1. Bid Documents
 - a. When the College procedures and/or state law require the College to competitively bid a contract, the College shall state in its bid documents the College's aspirational goal for the contract. The College's bid documents shall also require each bid submitted for a contract to include: (i) the bidder's name, (ii) the bid amount, and (iii) a business enterprise program utilization plan indicating the percentage of disadvantaged businesses that will be awarded by the bid.
 - 2. Lowest, Responsive and Responsible Bidder
 - a. As required by state law and the College's purchasing procedures, the College shall award contracts subject to state public bidding requirements to the lowest, responsive and responsible bidder. A bidder's failure to complete a utilization plan or submit necessary certifications shall be an issue of "responsiveness" which may make the bidder ineligible to receive the contract. In awarding contracts, the College shall also consider that the definition of "lowest responsible bidder" is broader than "lowest bidder" or "financially responsible", and that in proper circumstances, certain public interests can be considered as "responsible" in the College's discretion as allowed by applicable state laws, rules or regulations.
 - 3. Opportunity to Cure
 - a. In the event that a bidder offers the lowest, responsive and responsible bid but fails to meet the contract's aspirational goals, the College shall notify the bidder of this deficiency and give the bidder no more than ten (10) days to cure that deficiency. The College may provide the bidder with sufficient information necessary to obtain the Business Enterprise Council's list of certified businesses owned by minorities, females and persons with disabilities. The bidder may only cure this deficiency by subcontracting with businesses that are certified as provided in these procedures.
 - 4. Good Faith Effort Procedures
 - a. If the bidder cannot meet the contract's aspirational goal, the bidder must document in the utilization plan its good faith efforts that could reasonably have been expected to meet the goal. The College shall consider the quality, quantity, and intensity of the bidder's efforts, and may evaluate the bidder's:

SECTION 121220

- i) Solicitation through all reasonable and available means of certified subcontractors, suppliers, and/or vendors that have the capability to perform the work required by the contract. The bidder must solicit this interest to give certified businesses sufficient time to respond to the solicitation, must provide adequate information about the plans, specifications, and contract requirements in a timely manner, and must take appropriate steps to follow up initial solicitations.
 - ii) Use of resources from the College, the Business Enterprise Council, and any other business or community groups that provide assistance in the recruitment and placement of certified businesses.
 - iii) Selection of portions of the contract work to be performed by certified vendors to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items or services into economically feasible units to facilitate participation by certified businesses, even when the bidder might otherwise prefer to perform the work or services with its own employees.
 - iv) Negotiation in good faith with interested certified businesses. In order to show good faith efforts, the bidder's utilization plan shall include the names, addresses, and telephone numbers of certified businesses that were considered, and an explanation for why an agreement could not be reached.
 - v) Thorough investigation of the capabilities of certified businesses and not rejecting them as unqualified without sound reasons.
 - vi) Efforts to assist interested certified businesses in obtaining contract required lines of credit, insurance, equipment, supplies, materials, or other related assistance or services.
5. Award of Contract
- a. If the College determines that the bidder is the lowest, responsive and responsible bidder and has either met the contract's aspirational goals or has made a good faith effort to meet the goal, the College may award the contract to the bidder. The College shall have the right to reject all bids and re-bid the contract in its sole discretion.
6. Incorporation into Contract
- a. The successful bidder's utilization plan shall become part of the awarded contract and shall not be modified or amended without the College's written consent.

END OF SECTION

Supplied Route List

Zip Code	CRRT	City	Residential Count	Business Addresses being mailed to
61911	B001	Arthur	127	
61911	C001	Arthur	488	15
61911	C002	Arthur	267	69
61911	R001	Arthur	499	53
61911	R002	Arthur	387	29
61912	B001	Ashmore	112	
61912	R001	Ashmore	428	4
61912	R002	Ashmore	16	3
61914	B001	Bethany	311	
61914	R001	Bethany	138	3
61914	R002	Bethany	387	7
61917	R001	Brocton	171	9
61920	C002	Charleston	616	47
61920	C003	Charleston	490	63
61920	C006	Charleston	827	48
61920	C007	Charleston	491	38
61920	C008	Charleston	600	33
61920	C012	Charleston	458	85
61920	PBOX	Charleston	291	
61920	R001	Charleston	502	20
61920	R002	Charleston	474	75
61920	R003	Charleston	630	22
61920	R004	Charleston	532	11
61920	R005	Charleston	725	38
61928	R001	Gays	322	8
61930	B001	Hindsboro	108	
61930	R024	Hindsboro	114	2
61931	B001	Humboldt	117	
61931	R001	Humboldt	367	7
61932	PBOX	Hume Shiloh area	67	
61932	R001	Hume Shiloh area	65	3
61932	R002	Hume Shiloh area	93	2
61933	B001	Kansas	262	
61933	R001	Kansas	223	4
61937	B003	Lovington	259	
61937	R001	Lovington	227	4
61937	R002	Lovington	330	11
61938	C001	Mattoon	734	10
61938	C002	Mattoon	662	32
61938	C003	Mattoon	549	49
61938	C004	Mattoon	503	88
61938	C005	Mattoon	569	16
61938	C008	Mattoon	595	15

61938 C009	Mattoon	483	29
61938 C010	Mattoon	601	3
61938 C011	Mattoon	518	49
61938 C012	Mattoon	580	75
61938 C014	Mattoon	495	3
61938 C015	Mattoon	425	138
61938 C069	Mattoon	574	78
61938 PBOX	Mattoon	605	
61938 R001	Mattoon	460	20
61938 R002	Mattoon	563	17
61938 R003	Mattoon	484	14
61938 R004	Mattoon	424	122
61938 R005	Mattoon	534	21
61938 R006	Mattoon	213	7
61942 PBOX	Hume Shiloh area	167	
61942 R001	Hume Shiloh area	156	5
61942 R002	Hume Shiloh area	209	2
61943 B001	Oakland	267	
61943 R001	Oakland	179	3
61943 R002	Oakland	296	10
61944 B001	Paris	350	
61944 C001	Paris	424	38
61944 C002	Paris	515	19
61944 C003	Paris	551	14
61944 C004	Paris	76	53
61944 C005	Paris	544	34
61944 C006	Paris	472	19
61944 C007	Paris	387	82
61944 R001	Paris	445	6
61944 R002	Paris	480	36
61944 R003	Paris	431	7
61944 R004	Paris	397	16
61944 R005	Paris	223	6
61944 R006	Paris	313	26
61949 B001	Redmon	70	
61951 B001	Sullivan	171	
61951 C001	Sullivan	519	12
61951 C002	Sullivan	476	25
61951 C003	Sullivan	502	47
61951 C004	Sullivan	207	76
61951 R001	Sullivan	442	11
61951 R002	Sullivan	398	22
61951 R003	Sullivan	445	21
61951 R005	Sullivan	252	22
61955 B001	Vermilion	97	
61957 B001	Windsor	29	
61957 C001	Windsor	395	35

61957 R001 Windsor	312	10
61957 R002 Windsor	64	3
62011 R601 Bingham	117	2
62080 B001 Ramsey	136	
62080 R001 Ramsey	421	5
62080 R002 Ramsey	304	4
62080 R003 Ramsey	143	2
62083 B001 Rosamond	39	
62083 R001 Rosamond	71	
62401 C001 Effingham	409	73
62401 C002 Effingham	418	64
62401 C003 Effingham	421	98
62401 C004 Effingham	363	55
62401 C005 Effingham	385	48
62401 C006 Effingham	388	111
62401 C008 Effingham	402	43
62401 PBOX Effingham	742	
62401 R001 Effingham	533	13
62401 R002 Effingham	560	16
62401 R003 Effingham	381	38
62401 R004 Effingham	614	16
62401 R005 Effingham	614	122
62401 R006 Effingham	587	322
62401 R007 Effingham	717	108
62401 R008 Effingham	705	64
62401 R009 Effingham	623	33
62411 B001 Altamont	149	
62411 C001 Altamont	413	55
62411 R001 Altamont	487	22
62411 R002 Altamont	447	31
62411 R003 Altamont	403	11
62414 B001 Beecher City	96	
62414 R001 Beecher City	163	1
62414 R002 Beecher City	361	7
62414 R003 Beecher City	155	6
62418 B001 Brownstown	131	
62418 R005 Brownstown	343	5
62418 R006 Brownstown	409	16
62420 B001 Casey	206	
62420 C001 Casey	438	24
62420 C002 Casey	441	38
62420 R001 Casey	312	26
62420 R002 Casey	368	8
62420 R003 Casey	288	9
62422 B001 Cowden	180	
62422 R001 Cowden	332	2
62423 B001 Dieterich	101	

62423 R001	Dennison	313	4
62423 R001	Dieterich	363	22
62423 R002	Dieterich	405	4
62426 B001	Edgewood	73	
62426 R001	Edgewood	378	
62428 B001	Greenup	306	
62428 R001	Greenup	570	10
62428 R002	Greenup	434	11
62428 R003	Greenup	150	6
62431 B001	Herrick	140	
62431 R001	Herrick	368	2
62436 B001	Jewett	31	
62436 R001	Jewett	232	3
62440 B001	Lerna	114	
62440 R001	Lerna	419	4
62441 B001	Marshall	207	
62441 C001	Marshall	450	13
62441 C002	Marshall	529	13
62441 C003	Marshall	151	76
62441 R001	Marshall	369	13
62441 R002	Marshall	389	12
62441 R003	Marshall	366	51
62441 R004	Marshall	485	8
62441 R005	Marshall	41	
62441 R006	Marshall	437	27
62442 B001	Martinsville	242	
62442 R001	Martinsville	231	5
62442 R002	Martinsville	255	5
62442 R003	Martinsville	338	13
62443 B001	Mason	65	
62443 R001	Mason	410	5
62443 R003	Mason	144	2
62445 B001	Montrose	60	
62445 R001	Montrose	302	10
62447 B001	Neoga	300	
62447 R001	Neoga	434	4
62447 R002	Neoga	554	5
62447 R003	Neoga	158	8
62448 R001	Newton	353	20
62448 R004	Newton	407	13
62448 R006	Newton	353	17
62458 B001	Saint Elmo	75	
62458 C001	Saint Elmo	395	33
62458 C002	Saint Elmo	63	3
62458 R001	Saint Elmo	73	3
62458 R002	Saint Elmo	340	10
62461 B001	Shumway	33	

62461 R001	Shumway	336	13
62462 B001	Sigel	81	
62462 R001	Sigel	343	5
62463 B001	Stewardson	138	
62463 R001	Stewardson	393	7
62465 B001	Strasburg	139	
62465 R001	Strasburg	249	6
62467 B001	Teutopolis	251	
62467 R001	Teutopolis	460	5
62467 R003	Teutopolis	255	1
62467 R004	Teutopolis	481	36
62468 B001	Toledo	261	
62468 R001	Toledo	447	12
62468 R002	Toledo	471	2
62469 B001	Trilla	53	
62469 R001	Trilla	131	2
62473 B001	Watson	103	
62473 R002	Watson	441	6
62474 B001	Westfield	124	
62474 R001	Westfield	234	6
62477 B001	West Union	29	
62477 R001	West Union	42	4
62477 R002	West Union	326	12
62534 B001	Findlay	199	
62534 R001	Findlay	350	10
62553 B001	Oconee	30	
62553 R001	Oconee	169	4
62557 C001	Pana	430	64
62557 C003	Pana	183	3
62557 C004	Pana	441	34
62557 C005	Pana	506	39
62557 C006	Pana	486	12
62557 PBOX	Pana	223	
62557 R001	Pana	220	10
62557 R002	Pana	246	20
62557 R003	Pana	474	3
62557 R004	Pana	138	6
62565 C001	Shelbyville	257	5
62565 C002	Shelbyville	435	62
62565 C003	Shelbyville	461	3
62565 C004	Shelbyville	408	84
62565 PBOX	Shelbyville	243	
62565 R001	Shelbyville	348	19
62565 R002	Shelbyville	485	32
62565 R003	Shelbyville	392	9
62565 R004	Shelbyville	434	28
62571 B001	Tower Hill	151	

62571 R001 Tower Hill	165	
62571 R002 Tower Hill	278	5
62838 B001 Farina	91	
62838 R001 Farina	371	9
62838 R002 Farina	241	9
62858 PBOX Louisville	161	
62858 R003 Louisville	314	13
62858 R004 Louisville	328	8
62880 B001 Saint Peter	90	
62880 R001 Saint Peter	205	4
		0

Residential	79715
Business	4704
Total Mail Count	<u>84419</u>

Green background denotes routes that have been added to the original list.