

# SPECIFICATIONS

FOR

## Lake Land Magazine Printing

Lake Land College District Number 517  
Mattoon, Illinois 61938

PROJECT NO. 2023-008

Bid Date: August 15, 2023

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ADVERTISEMENT FOR BIDS

Bids: August 15, 2023  
LAKE LAND COLLEGE DISTRICT #517  
MATTOON, ILLINOIS  
Project No. 2023-008

The Lake Land College District Number 517 Board of Trustees will receive sealed bids for printing and mail preparation of the Fall 2023 and Spring 2024 Magazines.

Bids will be received until 10 a.m. (CST), Tuesday, August 15 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 217-234-5223, [ccompton@lakelandcollege.edu](mailto:ccompton@lakelandcollege.edu), or at <https://www.lakelandcollege.edu/facilities/>

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.

Gary Cadwell  
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: the Office of 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.

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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, Lake Land College, 5001 Lake Land Boulevard, Mattoon, Illinois 61938; (217) 234-5223, ccompton@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: the Office of 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.

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### 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.

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- 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:  
Office of the Vice President for Business Services  
Lake Land College  
Lake Land College Magazine, Project #2023-008  
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.

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### 1.11 MODIFICATION OR WITHDRAWL 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.



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- 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.

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### 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 2023-008
BID TO: Office of the Vice President for Business Services
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):

FALL 2023 ISSUE - QTY 84,470

(16 Page Self-Cover): \_\_\_\_\_ Dollars (\$) \_\_\_\_\_ )
(use words) (figures)

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

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

Cost to transport Magazine to post office \_\_\_\_\_ Dollars (\$) \_\_\_\_\_ )
(use words) (figures)

Total for Fall 2023 Issue: \_\_\_\_\_ Dollars (\$) \_\_\_\_\_ )
(use words) (figures)

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SPRING 2024 ISSUE – QTY 85,470

(24 Page Self-Cover):	_____	Dollars (\$ _____ )
	(use words)	(figures)
Mail Preparation Per Issue:	_____	Dollars (\$ _____ )
	(use words)	(figures)
Shipping Per Issue:	_____	Dollars (\$ _____ )
	(use words)	(figures)
Cost to transport Magazine to post office	_____	Dollars (\$ _____ )
	(use words)	(figures)
Total for Spring 2024 Issue:	_____	Dollars (\$ _____ )
	(use words)	(figures)
GRAND TOTAL FOR 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 \_\_\_\_\_ 2023  
 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](http://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. Quantities - approximate
  - a. Fall 2023 Quantity: 84,470 excluding postal boxes Saturation Mail + 50 office copies = 84,520
  - b. Spring 2024 Quantity: 85,470 including postal boxes Saturation Mail + 50 office copies = 85,520
- B. Paper: 60# coated #3 gloss. Opacity and brightness above 90
- C. Page Count: Fall issue is 16 page self-cover and Spring issue is 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.

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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.
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. Fall – October 26, 2023 postal drop; files delivered on October 12, 2023  
Spring – April 5, 2024 postal drop; files delivered on March 22, 2024

#### 3.03 SHIPPING:

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

#### 3.04 MAIL PREPARATION:

- A. Approximately 84,470 magazine to be prepared for Fall 2023 and 85,470 magazines to be prepared for Spring 2024 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 Director of Marketing and Public Relations at [kallee@lakelandcollege.edu](mailto:kallee@lakelandcollege.edu) to communicate the postage cost a week in advance of the postal drop date.



## 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.

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- 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:

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- 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

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