

Furnish, Deliver & Install
Performing Arts Stage Curtains and Acoustical Curtains
Specification and Contract Document Number: Q01173

Bid Deadline: 11:00 AM local time, December 17, 2024

Return Bids To: Harper College
1200 W. Algonquin Road
Palatine, Illinois 60067-7398
Attn: Purchasing Department
Building "A", Room A-217

**Pre- Bid Meeting/
Site Visit (Non-Mandatory)** Harper College
1200 W. Algonquin Road
Palatine, Illinois 60067
Building W, Room W-218 with site walk after
December 5, 2024 1:00 p.m. local time

**Please mark the
Return Envelope:** - Request for Bid Q01173
- Bid Opening December 17,2024
- Furnish, Deliver & Install Performing Arts Stage Curtains and Acoustical Curtains

Bid Deposit: None Required

Performance Bond: None Required

*Issued by: Kathryn Scott
Purchasing Specialist*

Please return the entire document intact.

LEGAL NOTICE

Sealed bids are to be delivered to the Harper College Purchasing Department on or before **Wednesday, December 18, 2024, at 11:00 a.m.** Central Time in Building A, Room A-217 on the Harper College campus located at 1200 West Algonquin Road, Palatine, IL 60067, at which time they will be publicly opened and read aloud for:

**Furnish, Deliver & Install
Performing Arts Stage Curtain Replacement
Specification & Contract Document Number: Q01173**

Harper College is securing bids to replace stage and acoustic curtains at its Performing Arts Theatre. The stage curtains will be manufactured, delivered and installed, while the acoustic curtains will be manufactured and delivered.

Bidding documents are available on the Harper website at www.harpercollege.edu or by contacting the Purchasing Department at purchasing@harpercollege.edu.

A non-mandatory pre-bid meeting has been scheduled for 1:00 p.m. Central Time on **Thursday, December 5, 2024**, at Harper College, 1200 W. Algonquin Road, Palatine, Illinois 60067 in Building W, Room W-218. All bidders are encouraged to attend and sign in at the meeting, which will also be the only opportunity for an escorted walk of the site.

The deadline for submitting questions will be December 6, 2024, at 5 p.m. local time. Questions submitted after that time may not be answered.

No bids may be withdrawn for a period of 90 days after the submission without the consent of the Board of Trustees. Any bid submitted unsealed, unsigned, fax transmission, email or received subsequent to the afore-mentioned date and time, may be disqualified and returned to the bidder.

HARPER COLLEGE
Kathryn Scott
Purchasing Specialist

**HARPER COLLEGE
GENERAL CONDITIONS**

1.1 DEFINITIONS

The following terms when used in the contract documents shall be defined as follows:

Bidder – The legal entity to which the contract is awarded by Harper College.

1.2 INTENT OF THE CONTRACT DOCUMENTS

The contract documents are complimentary, and what is called for by one shall be as binding as if called by all. The intention of the contract documents is to include in the contract price the cost of all materials, equipment, bonds, transportation and all other expenses as may be necessary for the complete performance of the contract according to the contract documents.

1.3 SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail or apparent omission from it as detailed description concerning any point shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship to be used.

1.4 CONTRACT QUANTITIES

- A. Specific Quantities: Where quantities are specifically stated in the contract documents, the bidder shall deliver and the College pay for only such quantities as therein stated.
- B. Requirements: Where quantities are stated in the contract documents in terms of requirements, the bidder shall deliver all such quantities as are ordered by the College within the contract period at the unit price that is proposed.
- C. Estimated Quantities: Where quantities are stated in the contract documents in terms of estimated quantities, the bidder shall supply that quantity as specified by the College within the limits of more or less than ten percent (10%) of the estimated quantity so specified, unless otherwise stated within the specification.

1.5 NO USE OF COLLEGE'S NAME

The bidder is specifically denied the right of using in any form or medium the name of the College for public advertisement unless the College has granted permission to the bidder to do so.

1.6 NEW PARTS AND MATERIALS: TITLE

Equipment and material must be of current date (latest model or supply) and meet specifications. This provision excludes the use of surplus, re-manufactured or used products, whether in part or in whole, except where specifications explicitly provide therefore. Further, the bidder warrants that it has lien free title to all equipment, supplies, or materials purchased under the terms of this contract.

1.7 SUBLETTING OF CONTRACT OR CONTRACT FUNDS

It is mutually understood and agreed that the bidder shall not assign, transfer, convey, sublet, or otherwise dispose of bidders contract or right, title or interest therein, or his power to execute such contract, to any other person, firm, or corporation, without the previous written consent of the College and in no case shall consent relieve the bidder from bidders obligations, or change the terms of the contract.

1.8 HOLD HARMLESS

The bidder agrees to indemnify, save harmless, and defend Harper College, its officers, officials, employees, volunteers and agents, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, or expenses, including court costs or attorney fees for or on account of any injury to any person, or any death at any time resulting from such injury or any damage to any property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract.

1.9 GUARANTIES AND WARRANTIES

All guaranties and warranties required shall be furnished by the bidder and shall be delivered to the College before the final voucher on the contract is issued.

1.10 DELIVERY AND BILLING

- A. Shipping: All materials shipped to Harper College must be shipped F.O.B. delivered designated location, Palatine, Illinois. If the delivery is made by truck, the bidder must make arrangements in advance in order that the College may schedule for receipt of the materials. The materials must then be delivered where directed. No deliveries will be accepted on Saturday, Sunday, or holidays.
- B. Packing Slips: All shipments or deliveries shall be accompanied by packing slips or delivery tickets and shall contain the following information for each item delivered:
 - 1. Purchase order number
 - 2. Name of the article and stock number
 - 3. Quantity ordered
 - 4. Quantity back-ordered
 - 5. Name of bidder
- C. Inspections: The College shall have the right to inspect any materials, components, equipment, supplies, services, or completed work specified herein. Any of the said items not complying with these specifications are subject to rejection at the option of the College. Any items rejected shall be removed from the premises of the College and/or replaced at the entire expense of the bidder.
- D. Invoices: Mail All Invoices to:

William Rainey Harper College
Attn: Accounts Payable
1200 W. Algonquin Road
Palatine, IL 60067-7398

1.11 TOXIC SUBSTANCES DISCLOSURES

All bidders must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and covered by said Act.

**HARPER COLLEGE
GENERAL CONDITIONS**

1.12 “EQUAL EMPLOYMENT OPPORTUNITY”

In the event of the bidder's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act of the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the bidder may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the bidder agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the bidder's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the bidder in its efforts to comply with such Act and Rules and Regulations, the bidder will promptly to notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
- E. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- G. That it will include verbatim or by reference the provisions of paragraphs A through G of this clause in every performance subcontract as defined in Section 2.10 (b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such sub-bidder; and that it will also so include the provisions of paragraphs A through G in every supply subcontract as

**HARPER COLLEGE
GENERAL CONDITIONS**

defined in Section 2.10 (a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such sub-bidder. In the same manner as with other provisions of this contract, the bidder will be liable for compliance with applicable provisions of this clause by all its sub-bidders; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any sub-bidder fails or refuses to comply therewith. In addition, no bidder will utilize any sub-bidder declared by the Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two types of subcontracts referred to under paragraph G of the Equal Employment Opportunity Clause above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts:

Section 2.10. The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a bidder and any person (in which the parties do not stand in the relationship of an employer and an employee):

- a. for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, are utilized in the performance of any one or more contracts; or
- b. under which any portion of the bidder's obligation under any one or more contracts is performed, undertaken or assumed.

1.13 NON-APPROPRIATIONS

The College reserves the right to terminate the whole or any part of this contract or to reject bids, in the event that sufficient funds to complete the contract are not appropriated by the College Board of Trustees.

1.14 TERMINATION FOR DEFAULT

The College reserves the right to terminate the whole or any part of this contract, upon written notice to the bidder, in the event of default by the bidder. Default is defined as failure by the bidder to perform any provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the College may procure, upon such terms and in a manner as the Purchasing Department may deem appropriate, supplies or services similar to those so terminated. The bidder shall be liable for any excess cost for such similar supplies or services unless acceptable evidence is submitted to the Purchasing Department that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the bidder.

1.15 TERMINATION FOR CONVENIENCE

The College may terminate this contract at any time upon a written notice to the bidder, should it be determined that these services are no longer required or if sufficient funds are not available to cover the estimated requirement. Payment for work performed prior to the effective date of termination shall be based upon an estimate of the services actually performed, and shall be mutually agreed upon by the College and the bidder. Such payment so made to the bidder shall be in full settlement for services rendered under this contract.

HARPER COLLEGE INSTRUCTIONS TO BIDDERS

The General Rules and Conditions which follow apply to all purchases and become a definite part of each formal legal notice, purchase order or contract issued by Harper College unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves of the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk and the bidder will not secure relief on the plea of error.

2.1 DEFINITIONS:

The following definitions shall apply wherever they appear in the contract documents.

College: Harper College

Owner: Harper College

Bid: The offer of the Bidder

Bidder: The individual, corporation, or partnership who submits a bid.

Contract Documents: Legal Notice, General Conditions, Instructions to Bidders, Supplementary or Special Conditions or Provisions, Detailed Specifications, drawings, addendum, etc.

2.2 GENERAL

Bids shall be made in accordance with the instructions. Failure to execute bids as required may, at the discretion of the College, be cause for rejection.

2.3 FORMS

Bids should be submitted on the forms provided by the College.

2.4 BLANKS & CORRECTIONS

All blank spaces on any contract document shall be filled in with typewritten figures or printed in ink. Any erasures or corrections shall be dated and initialed.

2.5 SUBMISSIONS

All bids shall be submitted in a sealed envelope to the office of the Purchasing Department, Building "A", Room A-217, Harper College 1200 W. Algonquin Road, Palatine, Illinois, 60067, by the specified opening time of the bids. The sealed envelope shall carry the following information on the face: bidder's name, address, subject matter of the bid, date and hour designated for the opening of bids as shown in the notice.

Where bids are sent by mail or courier service, the bidder shall be responsible for their delivery to the Purchasing Department prior to the designated date and hour for opening. If delivery is delayed beyond the date and hour set for the opening, bids thus delayed will not be considered and will be returned unopened.

Bids transmitted by facsimile (fax) or e-mail will not be accepted.

No responsibility will be attached to the Purchasing Department or the College for the premature or non opening of a bid not properly addressed and identified in the provided envelope, except as otherwise provided by law.

**HARPER COLLEGE
INSTRUCTIONS TO BIDDERS**

2.6 EXAMINATION OF DOCUMENTS

The bidder shall, before submitting a, carefully examine the specifications, project scope and work tasks to be accomplished, contract documents, bid, and insurance requirements. If contractor's bid is accepted, contractor shall be responsible for, and the College will make no allowance for, any errors in bid resulting from contractors failure or neglect to comply with these instructions.

2.7 EXECUTION

Bid shall be signed. If the Bidder is a corporation, the bid shall bear the name of the corporation, signed by an officer authorized to bind the corporation.

2.8 WITHDRAWALS

Bids may be withdrawn previous to the time of opening bids by written request. However, no offer shall be withdrawn within the ninety (90) calendar day period after the time set for the closing. Bidders withdrawing their bid prior to the time and date set for opening bids may still submit another bid if done in accordance with these instructions.

2.9 WORDS AND FIGURES

Where amounts are given in both words and figures, the words will govern.

2.10 UNIT PRICES

When unit prices are called for, bids shall include all unit cost items and alternates shown on the bids. When an error is made in extending total prices, the unit price will govern.

2.11 TAXES

Harper College does not pay Federal Excise Tax or State of Illinois Sales Tax. A copy of the tax exemption letter is available upon written request.

2.12 NET PRICE

Bid prices shall be net, including therein transportation and handling charges, F.O.B. Harper College, and shall further include all charges of whatsoever sort of labor and materials contained in the work or materials designated in the specifications and bids.

2.13 INTERPRETATIONS

Interpretations of meaning of any item in the contract documents shall be valid only if issued in writing by the owner or owner's representative designated in the contract documents.

2.14 BID DEPOSIT

When required on the cover sheet, all bids shall be accompanied by a bid deposit in the amount specified. Bid deposits shall be in the form of a certified check, cashier's check drawn on a responsible bank doing business in the United States and shall be made payable to Harper College. All bids not accompanied by a bid deposit, when requested, may be rejected. Bid bonds will be accepted unless otherwise indicated in the specification. Bid deposits of the two lowest bidders will be returned after acceptance by the College of a satisfactory performance bond where such bond is required. If the bidder fails to produce the bond by the completion of the contract the bid deposit may be forfeited.

2.15 ALTERNATE EQUIPMENT OR MATERIALS

- A) Bids shall be evaluated and considered on equipment and/or material complying substantially with the contract specification. If any bidder deviates from the contract specifications or provides a substitute for any required equipment and/or materials listed in the contract specifications, the bidder shall list such deviations and/or substitutions, including technical data when applicable in a letter attached to the bid or on a form that may be provided by the College with the documents.
- B) The College reserves the right to determine whether any deviations and substitutions listed by the bidder are within the intent of the contract specifications and will reasonably meet the service requirements of College.
- C) When brand names or part numbers are indicated, it is for the purposes of establishing description or quality standards and not meant to be restrictive.

2.16 RESPONSIBILITY OF BIDDER

No contract will be awarded to any person, firm or corporation that is in whole or in part, in an unsatisfactory manner, in any contract with Harper College, or who is a defaulter as to surety or otherwise upon any obligation to Harper College.

2.17 COLLEGE'S RIGHT TO ACCEPT OR REJECT

Harper College reserves the right to accept any bids, any part of a bid, or any combination of bids, which may be deemed to be in the best interest of the College. Harper College further reserves the right to reject any or all bids.

2.18 PROTEST PROCEDURE

Any bidder wishing to file a protest regarding the bid process may do so by giving written notice to the College Purchasing Department within seven calendar days of the closing time and date. This notice should include the title of the requirement, the closing date and the nature of the protest.

Any disputes concerning a question of fact under this bid which is not disposed of by agreement shall be decided by the College. The decision of the College for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessary to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the College.

**HARPER COLLEGE
INSTRUCTIONS TO BIDDERS**

2.19 AWARDING THE CONTRACT

The contract will be awarded to the lowest responsible and responsive bidder. It is the intent of the College to award a contract to one supplier. However, the College reserves the right to award acoustical and stage curtains separately to two suppliers.

2.20 REQUIRED AFFIDAVITS - CERTIFICATION OF COMPLIANCE

The bidder is required to execute and submit with proposal the Certification of Compliance affidavit found in the proposal section of these documents. Submission of the Certification of Compliance affidavit certifies that the bidder is in compliance with the following:

- A) The bidder certifies and affirms that the proposal was prepared independently for this project and that the pricing contains no fees or amounts other than for the legitimate execution of this work as specified, and that it includes no understanding or agreements in restraints of trade.
- B) The bidder certifies that he is not barred from bidding on this contract as a result of a conviction for violation of State of Illinois laws prohibiting bid-rigging or bid-rotating pursuant to Illinois Compiled Statutes, 720 ILCS 5/33E-1 et seq.
- C) The bidder certifies that he is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, pursuant to Illinois Compiled Statutes, 65 ILCS 5/11-42.1-1.
- D) The bidder agrees to provide a drug free workplace in accordance with the Illinois Drug Free Workplace Act, Illinois Compiled Statutes, 30 ILCS 580/1 et seq. (This requirement applies to employers having twenty-five (25) or more employees.)
- E) The bidder certifies that he has a written Sexual Harassment Policy in place in full compliance with Illinois Compiled Statutes, 775 ILCS 5/2-105(A)(4).

William Rainey Harper College, Community College District No. 512, confirms that it is in compliance with said statute.

Failure of the bidder to complete and return the Certification of Compliance affidavit may be considered sufficient reason for rejection of the bid.

2.21 ALTERNATE AND MULTIPLE BIDS

Unless otherwise indicated in these documents, the bidder may not submit alternate or multiple bids as part of this package. The submission of more than one bid within a single package may be cause for rejection of any or all of the bids of that bidder.

2.22 FREEDOM OF INFORMATION ACT

Harper College is a public body and subject to the Freedom of Information Act, 5 ILCS 140/1 (FOIA). Any information submitted to Harper College by the respondent/bidder is subject to disclosure to third parties in accordance with FOIA.

If the respondent/bidder intends for Harper College to withhold trade secrets, commercial information or financial information from disclosure to a third party in response to a FOIA request, the respondent/bidder must specifically mark information that is proprietary, privileged or confidential and would cause competitive harm if released at the time of the proposal/bid is submitted to Harper College. 5 ILCS 140/7(1)(g). Any content not so marked by the bidder/respondent at the time of the proposal/bid submission will be presumed to be open to public inspection. The respondent/bidder may be required to substantiate the basis for its claims at a later time.

Notwithstanding timely notice received from a respondent/bidder, Harper College reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request.

It is unacceptable for a proposal/bid to be marked proprietary, privileged and/or confidential in its entirety. A proposal/bid marked as such may be deemed non-responsive by Harper College.

**HARPER COLLEGE
SPECIAL CONDITIONS**

3.1 INSPECTION OF INSTALLATION / WORK SITE

Prior to submission of the bid, the bidder shall inspect in detail the site/s of the proposed work and familiarize him/herself with the local conditions affecting the contract under which he will be obligated to operate in performing the work. In particular, the bidder shall review the work site in respect to adequacy of access. Any concerns by the bidder in respect to any of these items shall be brought to the attention of the College prior to the bid opening. Upon award of a contract, the contractor shall be responsible for, and the College will make no allowance for, any errors in bidders proposal resulting from bidders failure or neglect to comply with these instructions.

3.2 BASIS OF AWARD

Bids will be canvassed on the basis of the price(s) as shown on the Proposal page. Bidders are cautioned to include in their proposal all related charges. The College reserves the right to make the award of contract on the base bid price only or in combination with any option or combination of options, whichever is considered to be in the best interest of the College. The College reserves the right to waive technicalities, or to reject any and all bids when, in the opinion of the Board of Trustees, the best interest of William Rainey Harper College will be served by such action.

3.3 METHOD OF PAYMENT

The College will pay in accordance with the Local Government Prompt Payment Act. Invoices shall be sent to William Rainey Harper College, Attn: Accounts Payable, 1200 W. Algonquin Road, Palatine, Illinois, 60067-7398.

3.4 EXCEPTIONS TO SPECIFICATIONS / CORRECTIONS

Any exceptions to these specifications shall be listed and fully explained on a separate page entitled "Exceptions to Specifications", prepared by the bidder on firm's letterhead, to be attached to and submitted with these documents at the time of the bid opening. Each exception must refer to the page number and paragraph to which it pertains. The nature of each exception shall be fully explained. Bidders are cautioned that any deviations from or exceptions to these specifications may be cause for rejection of the bid.

All prices and notations must be typed in or written in ink. Mistakes may be crossed out, and corrections typed in or written in ink adjacent and dated and initialed in ink by the person signing the proposal.

3.5 INSURANCE REQUIREMENTS

Upon notice of acceptance of proposal, the successful bidder shall, within ten (10) calendar days of said notice, furnish to the College a certificate of insurance evidencing coverage by the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to the College, licensed to do business in the State of Illinois, and with a minimum insurance rating of A: VII as found in the current edition of A M Best's Key Rating Guide. Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing Harper College at least thirty (30) days prior notice thereof in writing. All required insurance shall be maintained by the contractor in full force and effect until such time as the subject equipment has been approved and accepted by the College.

**HARPER COLLEGE
SPECIAL CONDITIONS**

INSURANCE REQUIREMENTS (Cont'd)

MINIMUM INSURANCE REQUIREMENTS:

General Liability	General Aggregate	\$1,000,000
	Products-Comp/Op Agg	2,000,000
	Personal Injury	1,000,000
	Each Occurrence	1,000,000
	Fire Damage (Any one fire)	50,000
Excess Liability	Each Occurrence	1,000,000
	Aggregate	1,000,000
Automobile Liability	Bodily injury (each acc)	1,000,000
	Property damage (each acc)	1,000,000
Worker's Compensation	Statutory Limits	
	Each accident	500,000
	Disease-Policy limit	500,000
	Disease-Each employee	500,000

Contractor shall cause each subcontractor employed by contractor to purchase and maintain insurance of the type specified above. When requested by the College, contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

3.6 INDEMNITY

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless Harper College, its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegal's fees and court costs), arising out of or resulting from the performance of the contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. Contractor shall similarly protect, indemnify, and hold and save harmless Harper College, its officers, officials, employees, volunteers and agents from and against any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of contractor's breach of any of its obligations under, or contractor's default of, any provision of the Contract.

3.7 SUPPLEMENTAL INFORMATION

When catalogues, literature or other attachments are submitted with the bidding document, this will be considered as supplemental information only. This information will not modify the requirements as stated in the bidding document in any manner whatsoever. In any area of conflict the bidding document will always prevail.

DETAILED SPECIFICATIONS

Harper College is securing bids to replace the stage curtains in Building R, room 102, also known as the Performing Arts Center (PAC) stage. The bid includes construction and delivery of new curtains, to be coordinated with PAC staff, but to be no later than May 30, 2025. (Installation to be completed by Harper staff.)

A. Traveler Curtain Specifications

Fabric Specifications

1. The fabric should be a minimum 25 oz. weight
2. Inherently Flame Retardant (IFR)
3. Synthetic Velour
4. Black, all from same dye lot

Fabric Finish

1. Top single-turned and finished with 3 ½" heavy webbing reinforcement, with coated or anodized snap hooks on each top corner and 12" on center along top hem, no fullness.
2. Bottom minimum 5" double-turned hem with a lined chain pocket containing a continuous length of coated steel jack chain, tacked at each vertical seam to prevent bunching.
3. Vertical hems to be faced back with one half-width of face fabric.
4. No horizontal seams in fabric panels besides top and bottom finishing.
5. Every finished curtain shall contain a permanent label sewn to the offstage edge, no more than 48" from the bottom hem; this label shall include fabric information, finished size, date of manufacture and an indicator of flame-resistant status. Label and stitching should not be visible from the front.
6. Center and dimensions of each panel shall be marked on the top webbing.

Panel Counts and Dimensions

1. Four (4) Traveler Panels for the mid- and up-stage traveler tracks:
 - a. Finished Dimensions: 32' 0" H x 36' 6" W

B. Leg Curtain Specifications

Fabric Specifications

1. The fabric should be a minimum 25 oz. weight
2. Inherently Flame Retardant (IFR)
3. Synthetic Velour
4. Black, all material in each panel to be from same dye lot

Fabric Finish

1. Top single-turned and finished with 3 ½" heavy webbing reinforcement, with brass grommets on each top corner and 6" on center along top hem, no fullness.
2. A tie line or strap to be provided for each grommet; min 36" in length.
3. Bottom minimum 5" double-turned hem with a lined chain pocket containing a continuous length of coated steel jack chain, tacked at each vertical seam to prevent bunching.
4. Vertical hems to be faced back with 6" of face fabric.
5. No horizontal seams in fabric panels besides top and bottom finishing.
6. Every finished curtain shall contain a permanent label sewn to the offstage edge, no more than 48" from the bottom hem; this label shall include fabric information, finished size, date of manufacture and an indicator of flame-resistant status. Label and stitching should not be visible from the front.
7. Center of each panel shall be marked on the top webbing and indicated at the nearest grommet by a contrasting color tie/line.

Panel Counts and Dimensions

1. Eight (8) individual panels (to form 4 sets)
 - a. 32' 0" H x 18'5" W

C. Border Curtain Specifications

Fabric Specifications

5. The fabric should be a minimum 25 oz. weight
6. Inherently Flame Retardant (IFR)
7. Synthetic Velour
8. Black, all material in each panel to be from same dye lot

Fabric Finish

8. Top single-turned and finished with 3 ½" heavy webbing reinforcement, with brass grommets on each top corner and 12" on center along top hem, no fullness.
9. A tie line or strap to be provided for each grommet; min 36" in length.
10. Bottom minimum 5" double-turned hem with a lined chain pocket containing a continuous length of coated steel jack chain, tacked at each vertical seam to prevent bunching.
11. Vertical hems to be faced back with 6" of face fabric.
12. No horizontal seams in fabric panels besides top and bottom finishing.
13. Every finished curtain shall contain a permanent label sewn to the offstage edge, no more than 48" from the bottom hem; this label shall include fabric information, finished size, date of manufacture and an indicator of flame-resistant status. Label and stitching should not be visible from the front.
14. Center of each panel shall be marked on the top webbing and indicated at the nearest grommet by a contrasting color tie/line.

Panel Counts and Dimensions

2. Four (4) individual panels
 - a. Finished Dimensions: 12'0" H x 70'0" W

D: Apron Door Masking Curtain Specifications

Fabric Specifications

9. The fabric should be a minimum 25 oz. weight
1. Inherently Flame Retardant (IFR)
2. Synthetic Velour
3. Black, all material in each panel to be from same dye lot

Fabric Finish

1. Top single-turned and finished with 3 ½" heavy webbing reinforcement, with coated or anodized snap hooks on each top corner and 9" on center along top hem, no fullness.
2. Bottom minimum 5" double-turned hem with a lined chain pocket containing a continuous length of coated steel jack chain, tacked at each vertical seam to prevent bunching.
3. Vertical hems to be faced back with minimum 6" of face fabric.
4. No horizontal seams in fabric panels besides top and bottom finishing.
5. Every finished curtain shall contain a permanent label sewn to the offstage edge, no more than 48" from the bottom hem; this label shall include fabric information, finished size, date of manufacture and an indicator of flame-resistant status. Label and stitching should not be visible from the front.
6. Center and dimensions of each panel shall be marked on the top webbing.

Panel Counts and Dimensions

1. Two (2) individual panels

- a. Finished Dimensions: 9' 9" H x 9'6" W

Alternate 1: Side-tab Masking Curtain Specifications

Fabric Specifications

1. The fabric should be a minimum 25 oz. weight
2. Inherently Flame Retardant (IFR)
3. Synthetic Velour
4. Black, all material in each panel to be from same dye lot

Fabric Finish

1. Top single-turned and finished with 3 ½" heavy webbing reinforcement, with coated or anodized snap hooks on each top corner and 12" on center along top hem, no fullness.
2. Bottom minimum 5" double-turned hem with a lined chain pocket containing a continuous length of coated steel jack chain, tacked at each vertical seam to prevent bunching.
3. Vertical hems to be faced back with minimum 6" of face fabric.
4. No horizontal seams in fabric panels besides top and bottom finishing.
5. Every finished curtain shall contain a permanent label sewn to the offstage edge, no more than 48" from the bottom hem; this label shall include fabric information, finished size, date of manufacture and an indicator of flame-resistant status. Label and stitching should not be visible from the front.
6. Center and dimensions of each panel shall be marked on the top webbing.

Panel Counts and Dimensions

2. Eight (8) individual panels
 - a. Finished Dimensions: 22' 10" H x 8' 0" W

Alternate 2: Additional Soft Goods

1. Provide one (1) additional border and two (2) additional legs matching the above specifications.

Harper College is also securing bids to replace the acoustic curtains in Building R, room 101, known as the Performing Arts Center (PAC) auditorium (seating area). The bid includes the removal and disposal of the existing curtains, and for the installation of new curtains.

The vendor is responsible for providing all labor and equipment needed to remove and install the curtains.

An onsite lift will not be provided. Work will have to be scheduled and conducted during the hours of 8:00a.m.- 4:30 p.m. Monday – Friday. Installation must be completed when the theater is not otherwise in use; exact date(s) to be coordinated with PAC staff, but to be no later than March 3, 2024.

The quantity and size of the existing curtains is an estimate. It is expected that prospective vendors will attend the pre-bid meeting and take field measurements as needed to meet the requirements of the bid.

A. Acoustic Curtain Specifications

Fabric Specifications

5. The fabric should be a minimum 32 oz. weight
6. Inherently Flame Retardant (IFR)
7. Synthetic Velour
8. Fabric color to be chosen from stock colors after award of bid; all to be from same dye lot.

Fabric Finish

7. Top finished with 3 ½" heavy webbing reinforcement, with coated or anodized snap hooks on each top corner and 12" on center along top hem.
8. Box pleats with 100% fullness on 12" centers
9. Bottom minimum 5" hem with a lined chain pocket with coated steel jack chain, tacked at each vertical seam to prevent bunching
10. Sides minimum 6" foldback of face fabric
11. No horizontal seams in fabric panels besides top and bottom finishing
12. Every finished curtain shall contain a permanent label sewn to the leading end of the curtain, no more than 48" from the bottom hem; this label shall include fabric information, finished size, date of manufacture and an indicator of flame-resistant status. Label and stitching should not be visible from the front.

Panel Counts and Dimensions

1. Two (2) panels to run the length of the auditorium along the side (East and West) walls:
 - a. Finished Dimensions approximately: 25' 6" H x 48' W
2. Two (2) panels for the rear of the auditorium (Southeast and Southwest Walls)
 - a. Finished Dimensions approximately: 9' 10" H x 17'6" W

LIST OF REFERENCES

This list is required to consist of projects of similar size and complexity. The list of projects should be located as similar to this project as possible.

Name of Project (Owner) _____
Location _____
Total Contract Cost _____
Date Completed _____
Contact Person (Owner) _____
Telephone (Owner) _____

Name of Project (Owner) _____
Location _____
Total Contract Cost _____
Date Completed _____
Contact Person (Owner) _____
Telephone (Owner) _____

Name of Project (Owner) _____
Location _____
Total Contract Cost _____
Date Completed _____
Contact Person (Owner) _____
Telephone (Owner) _____

Name of Project (Owner) _____
Location _____
Total Contract Cost _____
Date Completed _____
Contact Person (Owner) _____
Telephone (Owner) _____

PROPOSAL

Q01173: Furnish Deliver and Install Stage and Acoustical Curtains

The undersigned proposes, in accordance with the terms and conditions of these Specifications and Contract Document which this Proposal is a part, to Furnish Deliver and Install Stage and Acoustical Curtains for Harper College at 1200 W. Algonquin Rd, Palatine, Illinois at the following prices.:

Stage Curtains					
Item #	Item	Size	Quantity	Unit Price	Total Price
1	Traveler Curtain	32' 0" H x 36' 6" W	4 panels	\$	\$
2	Leg Curtain	32' 0" H x 18'5" W	8 panels	\$	\$
3	Boarder Curtain	12'0" H x 70'0" W	4 panels	\$	\$
4	Apron Door Masking	9' 9" H x 9'6" W	2 panels	\$	\$
Acoustic Curtains					
5	Acoustic Curtains East and West Walls	25' 6" H x 48' W	2 panels	\$	\$
6	Acoustic Curtains Southeast and Southwest Walls	9' 10" H x 17'6" W	2 panels	\$	\$
7	Removal and Installation of Acoustic Curtains				\$
Subtotal (Add items #1-#7)					\$
All ancillary items required to provide services included in the specifications (if none, state none)					
8					\$
9					\$
10					\$
Total Base Bid (Add items #1-#10)					\$
11	Alternate 1: Optional Stage Curtain	22' 10" H x 8' 0" W	8 panels	\$	\$
12	Alternate 2: Optional Stage Curtain	12'0" H x 70'0" W 32' 0" H x 18'5" W	1 panel 2 panels	\$ \$	\$ \$
Subtotal (Add items #11-#12)					\$

Additional Notes:	
<ul style="list-style-type: none"> The college reserves the right to accept or select any or all alternatives. Supplier agrees to hold price open for a period of ninety (90) days after Bid Opening. All prices stated should be FOB destination. Freight pre-paid (E.G., All prices should be quoted with all freight charges included in the price). The college intends to award the contract to one supplier but reserves the right to award the Acoustical and Stage Curtains separately to two suppliers. The contract will be awarded to the lowest responsible and responsive bidder. 	

The undersigned hereby acknowledges having received a full set of the Specifications and Contract Documents and Addenda Nos. (None unless indicated)

Addendum # _____
 Addendum # _____
 Addendum # _____

Initials: _____
 Initials: _____
 Initials: _____

TO BE EXECUTED BY A SOLE PROPRIETOR

Signature of Proprietor: _____

Doing Business As: _____

Business Address: _____

TO BE EXECUTED BY A PARTNERSHIP

Partnership Name: _____

Business Address: _____

Signatures and
Addresses of all
Members of the
Partnership:

1) _____

2) _____

3) _____

4) _____

TO BE EXECUTED BY A CORPORATION

Corporate Name: _____

Address: _____

State of Incorporation: _____

Signed by: _____, President

Attest: _____, Secretary

Names of Officers of the Corporation:

President: _____

Vice-President: _____

Secretary: _____

Treasurer: _____

Corporate
Seal

DISQUALIFICATION OF CERTAIN BIDDERS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any state in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of bid rigging or bid rotating, or attempting to rig or rotate bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Antitrust Act and Clayton Act 15 U.S.C. Sec. 1 et sig.;
- (E) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (F) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (G) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (H) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

CERTIFICATION OF COMPLIANCE

The undersigned, being first duly sworn on oath, deposes and states that he has the authority to make this certification on behalf of the bidder,

_____ :
(Name of Company)

- (A) That in connection with this procurement,
 - (1) the prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
 - (2) the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder prior to opening directly or indirectly to any other bidder or to any competitor; and
 - (3) no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.

- (B) The undersigned further states,
 - (1) he is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
 - (2) (a) he is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and
 - (b) that he has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.

- (C) The undersigned certifies that, pursuant to Illinois Compiled Statutes, 720 ILCS 5/33E-1 et seq., the bidder is not barred from bidding on this contract as a result of a conviction for violation of State of Illinois laws prohibiting bid-rigging or bid-rotating.

- (D) The undersigned certifies that, pursuant to Illinois Compiled Statutes, 65 ILCS 5/11-42.1-1, the bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.

- (E) The undersigned certifies that the bidder agrees to provide a drug free workplace in accordance with the Illinois Drug Free Workplace Act, Illinois Compiled Statutes, 30 ILCS 580/1 et seq.

- (F) The undersigned certifies that the bidder has a written Sexual Harassment Policy in place in full compliance with Illinois Compiled Statutes, 775 ILCS 5/2-105(A)(4).

- (G) It is expressly understood that the foregoing statements, representations, and promises are made as a condition to the right of the bidder to receive payment under any award made hereunder.

Authorized Signature: _____

Title: _____

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

**HARPER COLLEGE, ILLINOIS
TAX COMPLIANCE AFFIDAVIT**

_____, being first duly sworn,

deposes and says: that he is _____
(Partner, Officer, Owner, Etc.)

of _____.
(Consultant)

The individual or entity making the foregoing Proposals or bid certifies that he is not barred from contracting with Harper College because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting such taxes, in accordance with the procedures established by the appropriate revenue act, The individual or entity making the Proposals or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, may have other serious legal consequences.

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this _____ day of _____, 20____

SEAL

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

BIDDER'S CERTIFICATION

BID PROPOSAL

_____, as part of its bid on a contract for
(Name of Bidder)

_____ to _____,
(General Description of Item(s) bid on) (Name of Governmental Body)

hereby certifies that said bidder is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes.

By: _____
Authorized Agent of Bidder

Subscribed and sworn
before me this _____
day of _____, 20__

(Notary Public)

Failure to complete and return this form may be considered sufficient reason for rejection of the bid.

**HARPER COLLEGE
CONFLICT OF INTEREST FORM**

_____, hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the proposer, its owners and employees, and any official or employee of William Rainey Harper College.

Proposer further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if Proposer has not disclosed any actual or potential conflict of interest, William Rainey Harper College may disqualify the proposal.

(Name of Proposer if the Proposer is an Individual)
(Name of Partner if the Proposer is a Partnership)
(Name of Officer if the Proposer is a Corporation)

The above statements must be subscribed and sworn to before a notary public. Subscribed and Sworn to this _____ day of _____, 20__

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

WILLIAM RAINEY HARPER COLLEGE

ACCEPTANCE OF PROPOSAL

When the foregoing bid items as identified in the bid have been approved by the Harper College Board of Trustees, a copy of this executed document and/or a purchase order embodying this document language by reference will be forwarded to the successful bidder(s). If there is an omission in statement between the purchase order and the Harper College bidding document, the bidding document will prevail.

Approved by the Board of Trustees on _____

(Board of Trustees approval required for Contracts of \$25,000 or more)

Total Amount of Contract:

\$ _____

**Purchasing Department
William Rainey Harper College
1200 W. Algonquin Road
Palatine, Illinois 60067**

