

**INSTRUCTIONS TO BIDDERS**  
**for**  
**Printing & Mailing Non-Credit Catalogs**  
**BID# 24-14**

**Monday, April 22, 2024**  
**1:00 P.M. CST**

Sealed bids are invited Pursuant to specifications

**BID:**

Bids will be received and publicly read aloud by Rock Valley College at the place, date and time hereinafter designated. You are invited to be present if you so desire.

**PLACE:**

Rock Valley College  
SSB Conference Room 1309  
3301 N Mulford Rd  
Rockford, IL 61114-5699

**OPENING DATE:** Monday, April 22, 2024

**TIME:** 1:00 PM Central Standard Time

Bids received after this time will not be accepted.

Bids must be in accordance with the instructions contained herein. All Submittals are to contain a total of **one (1) hard copies and 1 digital device**. They shall be submitted on or before the specified closing time in an opaque sealed envelope addressed to:

Rhonda Yaun, Purchasing Coordinator  
Business Services, SSB 2200  
Rock Valley College  
3301 N Mulford Rd  
Rockford IL 61114

All envelopes should be plainly marked, with the bidder's name and address and the following notation:  
*Bid #24-14: Printing & Mailing Non-Credit Catalogs*

**EMAILS OR FAXES ARE NOT ACCEPTABLE**

**QUESTIONS:** Must be submitted no later than 4:00 p.m. Monday, April 15, 2024 via email to Rhonda Yaun at [r.yaun@rockvalleycollege.edu](mailto:r.yaun@rockvalleycollege.edu).

## STANDARD INSTRUCTIONS

1. **TAX EXEMPTION:** Rock Valley College (“RVC”) is exempt from Federal, State, Municipal taxes and Illinois Retailers Occupational Tax.
2. **SIGNATURE AND REPRESENTATION:** The signature on Bid/Proposal documents is to be that of an authorized representative of said company. Each bidder (individually, “Contractor/Vendor/Bidder”), by making their Bid/Proposal, represents that they have read and understand the Bid/Proposal documents and that these instructions to bidders are a part of the specifications. Further, by signing the Bid/Proposal documents, each bidder acknowledges that Bids/Proposals shall include the delivery of all materials, including but not limited to, all necessary equipment, supplies, tools, accessories, transportation, insurances, warranties, and all other facilities, and the performance of all labor and services necessary for the proper completion of the Work (as defined in this RFP), and that Bids/Proposals shall not include federal excise tax or state sales tax for materials to be incorporated in, or totally consumed in the prosecution of, the Work to be performed. **BY SUBMITTING A BID/PROPOSAL, THE BIDDER REPRESENTS TO ROCK VALLEY COLLEGE THAT IT HAS CAREFULLY REVIEWED THIS BID/RFP PACKAGE, AND IS NOT AWARE OF ANY VAGUE, AMBIGUOUS OR INCONSISTENT TERMS CONTAINED THEREIN.**
3. **DISQUALIFICATION:** RVC’s Director of Business Services will make such investigation as is necessary to determine the ability of the Bidder to fulfill Bid/Proposal requirements. RVC reserves the right to reject any Bid/Proposal if it is determined that Contractor/Vendor is not properly qualified to carry out the obligations of the Contract, in which case Contractor/Vendor will be declared non-responsible.
4. **ACKNOWLEDGEMENT OF ADDENDA:** The signature of a company official on original Bid/Proposal document shall be construed as acknowledgement of receipt of any and all addenda pertaining to the specific Bid/Proposal. Identification by number of the addenda and date issued should be noted on all Bids/Proposal submitted. A copy of any and all Addenda must be included with the Bid/RFP packet.
  - a. ***FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA ON BID/PROPOSAL SUBMITTED MAY RESULT IN DISQUALIFICATION OF BID/PROPOSAL.***
  - b. ***Bidders are responsible for checking back on the Bid/RFP website for any addenda issued.***
5. **PROPRIETARY INFORMATION:** Contractor/Vendor should be aware that the contents of all submitted Bids/Proposals are subject to public review and will be subject to the *Illinois Freedom of Information Act*. All information submitted with your Bid/Proposal will be considered public information unless Contractor/Vendor identifies all proprietary information in the proposal by clearly marking on the top of each page so considered, "Proprietary Information." The Illinois Attorney General shall make a final determination of what constitutes proprietary information or trade secrets. While RVC will endeavor to maintain all submitted information deemed proprietary within the College, it will not be liable for the release of such information, and the Contractor/Vendor hereby waives and releases any and all such claims.
6. **BLACKOUT PERIOD:** After RVC has advertised for Bids/RFPs, no Contractor/Vendor shall contact any RVC officer(s) or employee(s) involved in the solicitation process, except for interpretation of Bid/RFP specifications. No Contractor/Vendor shall visit or contact any RVC officers or employees

until after the Bids/RFPs are awarded. During the black-out period, any such visitation, solicitation or sales call by any representative of a prospective Contractor/Vendor in violation of this provision may cause the disqualification of such Contractor/Vendor's submittal; RVC shall have the sole, absolute, and unilateral discretion to disqualify such Contractor/Vendor.

7. **FIRM BIDS:** All Bids/Proposals shall be considered firm for a period of ninety (90) days from the date established for the opening of Bids/Proposals, as such Bids/Proposals may not be withdrawn during that period without the consent of RVC. RVC reserves the right to accept any Bid/Proposal or to reject any and all Bids/Proposals, or parts of such Bid/Proposal, and/or to waive any informalities or irregularities in bidding.
8. **TERMINATION:** RVC may terminate this Contract at any time, in whole or in part, with or without cause, upon written notice to Contractor/Vendor. If this Contract is terminated by RVC for cause, including but not limited to Contractor/Vendor's breach of any provision of this Contract, RVC shall have no further obligation to make payments to Contractor/Vendor for work or services completed, and Contractor/Vendor shall be liable to RVC for any increase in cost incurred by RVC in completing the work or services. If this Contract is terminated by RVC for convenience, Contractor/Vendor shall be paid for work or services properly completed prior to termination but shall not be entitled to any other compensation by RVC. Regardless of whether RVC exercises its right of termination, Contractor/Vendor hereby waives any and all claims for lost profits, and for any other consequential or incidental damages.
9. **TERMINATION OF FUNDING:** RVC's contractual obligations will be subject to termination and cancellation without penalty, accelerated payment, or other recoupment mechanism as provided herein in any fiscal year for which the Illinois General Assembly or other legally applicable funding source fails to make an appropriation to make payments under the terms of this Contract. In the event of termination for lack of appropriation, the Contractor/Vendor shall be paid for the reasonable services performed under this Contract up to the effective date of termination. RVC shall give notice of such termination for funding as soon as practicable after becoming aware of the failure of funding.
10. Each Contractor/Vendor shall carefully examine all Bid/RFP documents and all addenda thereto, and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a Bid/Proposal. Should a Contractor/Vendor find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall at once notify RVC. If necessary, RVC shall send written addendum to all Contractor/Vendors. RVC will not be responsible for any oral instructions. All inquiries shall be directed to RVC's Director of Business Services. After Bids/Proposals are received, no allowance will be made for any oversight by Contractor/Vendor.
11. Upon award of the Contract by RVC's Board of Trustees, Contractor/Vendor shall enter into a contract with RVC in the same form as included in the bid/RFP documents and/or incorporating all terms and conditions contained in this bid/RFP package, including but not limited to the Standard Instructions and all applicable Minimum Insurance Requirements (the "Contract").
12. **INDEMNIFICATION:** The Contractor/Vendor agrees to indemnify, hold harmless and defend RVC, the members of the Board of Trustees of RVC, its officers, employees, student

teachers, and agents thereof against any and all suits, actions, legal proceedings, claims, and demands of any kind, and against all damages, judgments for personal injuries, including death to any person (including but not limited to third parties, employees of RVC, employees of Contractor/Vendor or any subcontractor or any agent or Contractor/Vendor and their dependents or personal representatives), loss, cost, expense and attorneys' fees, in any manner caused by, arising from, incidental to, connected with or growing out of the subject matter of and services provided under the Contract and this Bid/RFP. However, nothing in this Contract shall require Contractor/Vendor to indemnify RVC or any other party from RVC's own negligence, and this clause shall be interpreted to be consistent with the Construction Contract Indemnification for Negligence Act. Contractor/Vendor's duty to indemnify RVC shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor/Vendor under the Illinois Workers' Compensation Act. Contractor/Vendor waives any and all rights and releases any and all claims it may have under any worker's compensation act or interpretations of the act, including, but not limited to those rights under *Kotecki v. Cyclops Welding Corporation*.

13. A current W-9 form must be returned with the bid/RFP packet. (*A blank form can be found at the IRS.Gov website.*)
14. CONTRACTOR/VENDOR'S REPRESENTATION. Bids/Proposals are to include the delivery of all materials, including but not limited to all necessary equipment, tools, accessories, transportation, insurance, warranties, and all other facilities, and the performance of all labor and services necessary for the proper completion of the project, except as may be otherwise expressly provided in the Contract Documents. By submitting a bid/Proposal, Contractor/Vendor represents to RVC that it has carefully reviewed this bid/RFP package, and is not aware of any vague, ambiguous or inconsistent terms contained therein; further, Contractor/Vendor represents that it has reviewed the project Specifications, the project site and all other relevant information, and that the Contract Documents are complete and able to be performed without modification or alteration.
15. EQUAL OPPORTUNITY EMPLOYMENT/BUSINESS ENTERPRISE ACT COMPLIANCE: RVC is an Equal Opportunity Employer. In the event of Contractor/Vendor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practice Act, or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the Contractor/Vendor 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 corporation and the Contract may be terminated in whole, or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.
  - a. It is also RVC'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, (the "Act") and the Business Enterprise Council for Minorities, Females, and Persons with Disabilities.
  - b. If Contractor/Vendor is certified with the State of Illinois as a BEP vendor, include a

copy verifying such certification.

- c. To register with the State of Illinois as an MBE/WBE/FBE/DBE, please visit this site:  
[https://www.illinois.gov/cms/business/sell2/bep/Pages/Vendor\\_Registration.aspx](https://www.illinois.gov/cms/business/sell2/bep/Pages/Vendor_Registration.aspx)

16. NO DELEGATION OR ASSIGNMENT: Contractor/Vendor shall not assign any right or delegate any duty under this Contract to any third party without RVC's prior written consent which it may withhold in its sole, absolute, and unilateral discretion. Any attempted assignment or delegation without such prior written consent shall be void.

## MINIMUM INSURANCE REQUIREMENTS

The undersigned Contractor/Vendor or User of Rock Valley College's Campus Facilities shall purchaser and maintain the following insurance coverages with carriers with a Bests Financial Rating not less than A, XII to which Rock Valley College (RVC) has no reasonable objection.

A Contractor/Vendor or User shall furnish a certificate of insurance and the specified endorsement to RVC prior to the commencement of any work covered by this, or any resulting, contract or purchase order, as evidence that all requirements of this addendum have been complied with. The certificate and enforcement shall also contain a provision that the coverage afforded under the policies required shall not be cancelled or allowed to expire unless 60 days prior written notice has been given to RVC. Failure on the part of the Contractor/Vendor or User to maintain coverage as required shall constitute a default and entitle RVC, at its sole option, to either terminate the contract or procure replacement coverage and offset the cost against any money due the Contractor/Vendor or User.

Coverages, whether written on occurrence or claims made, shall be maintained without interruption from the date of commencement of work/event until the date of final payment and termination of any coverage to be maintained after final payment.

### 1. WORKERS COMPENSATION/EMPLOYERS LIABILITY:

- \$500,000 per accident
- \$500,000 disease, policy limit
- \$500,000 disease, each
- The policy will be endorsed showing a **waiver of right of recovery** form #WC000313 or equivalent in favor of **Rock Valley College**.

### 2. COMMERCIAL GENERAL LIABILITY:

Coverage shall include premises operations, independent contractors, contractual liability, products and completed operations including broad form property damage, covering bodily injury and property damage or limits as shown below. Products and completed operations liability shall be maintained for two years after completion of the work performed under this Contract or Purchase Order.

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate
- Policy shall be properly endorsed to show **Rock Valley College** as an **Additional Insured** on a primary and noncontributory basis.
- The policy shall also contain form #GL2503 showing the aggregate limits apply per project or GL2504 showing that the aggregate limit applies per location.

### 3. UMBRELLA LIABILITY:

The policy shall cover excess of Employers Liability, General Liability, and Automobile Liability with underlying limits as shown in items 1, 2, and 3 and shall also name Rock Valley College as an **ADDITIONAL INSURED** on a primary noncontributory basis with the following limits.

- a. \$1,000,000 each occurrence
- b. \$1,000,000 general aggregate

### 4. DATA SECURITY / CYBER LIABILITY INSURANCE:

This policy shall cover excess of General Liability and shall also name Rock Valley College as an **ADDITIONAL INSURED** on a primary noncontributory basis with the following limits:

- c. \$1,000,000 each occurrence.

Should any of the above policies be written on a claims-made basis, the policy date or retroactive date shall predate the contract. The Additional Insured provisions as contained in these paragraphs shall be maintained for a period of not less than five years after the expiration and or nonrenewal of this Contract. The termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained as shown above.

**Specifications and Bid Documents  
start on the following page (8)**

**Note:**

**A complete Bid Packet consists of  
Pages 8 through 12**

*(All pages must be returned with Bid submission)*

**Specifications and Instructions  
For  
Printing & Mailing Non-Credit Catalogs  
BID# 24-14**

**Background**

Rock Valley College is a comprehensive two-year community college in Rockford, Illinois offering approximately 200 non-credit courses per semester. Rock Valley College is accredited by The Higher Learning Commission and is a member of the North Central Association of Colleges and Schools. Rock Valley College is also recognized by the Illinois Board of Higher Education and by the Illinois Community College Board.

**Objective**

Rock Valley College is seeking bids for the printing and mailing of our non-credit class catalogs. Three editions of the catalog are run in Fall 2024, Spring 2025, and Summer 2025 of the College's fiscal year which covers July 1<sup>st</sup> through June 30<sup>th</sup> of the following year. RVC intends to award a three-year contract with two (2) possible one-year extensions to a single vendor.

The design, artwork, and content of the catalog will be provided by the Rock Valley College Marketing Department. The number of pages will vary between the editions as courses are scheduled but are not expected to exceed 48 pages.

Catalogs are to be sent to all residential households in Winnebago and Boone Counties, including PO boxes and rural routes. The intent is to have the catalogs printed and mailed in time to impact the seasonal enrollment.

The final quantity for each edition will be based on the mailing list attained by the bidder for all households in Winnebago and Boone Counties, including PO boxes and rural routes.



### **Edition Timeline**

The timeline for the first year is included in these specifications. RVC will provide the awarded vendor a timeline for each subsequent edition in the Spring preceding each Fall edition.

	<b>Fall 2024</b>	<b>Spring 2025</b>	<b>Summer 2025</b>
<b>Proof to Printer</b>	July 16, 2024	Dec. 12, 2024	April 16, 2025
<b>Production</b>	July 17 – Aug. 7, 2024	Dec. 13, 2024 – Jan. 8, 2025	April 17 – May 7, 2025
<b>Delivery to USPS</b>	Aug. 8, 2024	Jan. 9, 2025	May 8, 2025
<b>Postal circulation</b>	Aug. 9 – Sept. 8, 2024	Jan. 10 – Feb. 9, 2025	May 9 – June 8, 2025

### **Award of Order**

This bid will be awarded to the lowest responsible bidder considering conformity with specifications, terms of delivery, quality, and serviceability. The College will accept the bid which is considered to be in the best interest of the College. All contracts are contingent upon approval by the Board of Trustees of Rock Valley College, District No. 511.

**Specifications**  
**for**  
**Printing & Mailing Non-Credit Catalogs**  
**BID# 24-14**

Printing specifications

- Image-ready PDF Proof sent to the Printer from Rock Valley College per the Edition Timeline
- Printing per the Edition Timeline
- Book Format
- 40-48 pages, Self Cover
- Finished size: 8 3/8" x 10 3/4"
- 16 outside pages on 35# Uncoated Groundwood, balance 30# Newsprint
- Ink Outside 16 pages (first 8 and last 8) print 4/4 process colors, balance black
- Saddle stitch binding with two (2) staples on the 10 3/4" spine
- Quantity
  - Final quantity to be determined by the vendor based on mailing specifications
  - Estimated to be 141,400 per edition for the sake of cost estimates
- Alternate sizes will NOT be accepted.

Mailing specifications

- Printer to drop to post office for mailing each edition per the Edition Timeline
- Mail to every household in Winnebago and Boone Counties, rural routes, and PO boxes
  - Vendor to base quantity at time of printing on count obtained through the post office or their addressing house
- No Tabbing
- The finished creative supplied by RVC for printing will include "Residential Customer" as well as the indicia that includes the postage permit for Rock Valley College. Mailing addresses will NOT be printed on labels or printed directly onto the catalogs.
- Postage cost should NOT be included in bid submittals. Postage will be paid at time of mailing via RVC's postage account.
- Does not include businesses
- Does not require a list purchased for addresses

<b>Vendor Information</b>	
Company Name	
Address	
City, State, Zip	
Telephone (including Area Code)	
Date	
Name <i>(Please Print)</i>	
Title	
Authorized Signature	
Contact Email	

*I have read and understand these requirements, and I agree to these requirements.*

\_\_\_\_\_  
**CONTRACTOR/VENDOR/USER**  
*Authorized Representative*

\_\_\_\_\_  
**DATE**

**Bid Sheet**  
**Printing & Mailing Non-Credit Catalogs**  
**(BID# 24-14)**

Description	Cost per edition (years 1 to 3)
Printing of estimated quantity of 141,400 catalogs with estimate of 48 pages	
Mailing (Does not include postage)	
Total Base Bid	

Additional pricing requested	Cost
Cost per each catalog for copies over 141,400	

Change in cost	Percentage
First extension (year 4)	
Second extension (year 5)	