



## INVITATION FOR BID (IFB)

### **03-18-002 Emergency Generator Repair and Maintenance Wednesday, March 21, 2018 @ 2:15 p.m.**

Waubonsee Community College (WCC) seeks sealed bids from qualified vendors to provide contractual services for emergency generator repair and maintenance for three years, with the option to renew for two additional one year periods.

**A mandatory pre-bid meeting will be held on Friday, March 9 2018 at 1:00 PM in the Campus Operations building, Sugar Grove Campus.**

Responses to this IFB shall be submitted in a sealed envelope to the address below. **Envelopes must be clearly identified with the name of the Project and Due Date/Time.** Proposals received after the date and time specified in this IFB will not be considered.

**Theresa Larson, Purchasing Manager  
Waubonsee Community College  
4S783 State Route 47  
Dickson Building Room 259  
Sugar Grove, IL 60554-9903**

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#### PROPOSED SCHEDULE

IFB Issued	Thursday, March 1, 2018
Pre-bid Meeting	Friday, March 9, 2018 @ 1:00 p.m. (Campus Ops)
Last Day for Submittal of Questions	Friday, March 16, 2018
Bids Due	Wednesday, March 21, 2018 @ 2:15 p.m. CST (DKN 259)
Recommendation of Award	Wednesday, April 18, 2018

All correspondence or questions concerning the IFB should be addressed to [purchasing@waubonsee.edu](mailto:purchasing@waubonsee.edu).

**Sugar Grove**  
Rt. 47 at Waubonsee Drive  
Sugar Grove, IL 60554-9454  
(630) 466-7900

**Aurora Downtown**  
18 S. River St.  
Aurora, IL 60506-4131  
(630) 801-7900

**Aurora Fox Valley**  
2060 Ogden Ave.  
Aurora, IL 60504-7222  
(630) 585-7900

**Plano**  
100 Waubonsee Drive  
Plano, IL 60545-2276  
(630) 552-7900

**INVITATION FOR BID (IFB)**  
**03-18-002 Emergency Generator Repair and Maintenance**  
**Wednesday, March 21, 2018 @ 2:15 p.m.**

**TABLE OF CONTENTS**

**COLLEGE OVERVIEW.....3**

**GENERAL REQUIREMENTS .....4**

**SCOPE OF WORK .....5**

**WAUBONSEE COMMUNITY COLLEGE - STANDARD TERMS AND CONDITIONS.....10**

**INSURANCE AND INDEMNITY REQUIREMENTS .....14**

**AUTHORIZATION OF BID .....16**

**BID FORM .....17**

**REFERENCES OF SIMILAR WORK PERFORMED .....18**

**CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT .....19**

**CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT.....19**

**ELIGIBILITY CERTIFICATION AND NON-COLLUSION AFFIDAVIT .....20**

**STATE OF ILLINOIS BUSINESS ENTERPRISE FOR MINORITIES, FEMALES AND PERSONS  
WITH DISABILITIES ACT INFORMATION.....21**

**INVITATION FOR BID (IFB)**  
**03-18-002 Emergency Generator Repair and Maintenance**  
**Wednesday, March 21, 2018 @ 2:15 p.m.**

**COLLEGE OVERVIEW**

Waubonsee Community College (WCC), located forty-five miles west of Chicago, Illinois, has served more than 250,000 students since its inception. As one of 48 public community colleges in the Illinois Community College System, WCC is governed by a board of trustees composed of seven community members elected from the district at large and a student trustee selected by the student body. WCC serves 22 municipalities, 12 public high school districts and nine private high schools in a five-county, 600-square-mile district with the current district population estimated at 428,120. In order to proactively address student and community needs, WCC has cultivated a learning-centered culture that values, and an infrastructure that advances, continuous quality improvement.

**Vision**

Waubonsee Community College opens the door of knowledge, sparks imaginations, and enlightens lives through learning. We welcome the diverse abilities, goals, and experiences of individuals standing on the threshold of discovery. Our success is defined by the dreams we help shape, the opportunities we help design, and the futures we help create.

**Values**

*Quality* — We constantly redefine what it means to be “the best,” seeking to improve in every area and exceed the expectations of those we serve.

*Value* — We focus every resource directly on the search for learning, creating tangible benefits in everything we do.

*Innovation* — We are actively engaged on the frontiers of education, continuously improving the learning environment for our students and communities.

*Service* — We view the world from the perspective of those we serve — anticipating needs and striving to exceed expectations while demonstrating a caring, knowledgeable, consistent connection with each individual every time they meet us.

*Accessibility* — We remove barriers to learning formed by time, geography, education, culture, experience or beliefs to provide a full range of quality educational opportunities for all who can benefit.

**Mission Statement**

Waubonsee Community College is a public, comprehensive community college which was organized in 1966, as mandated by the Illinois Public Community College Act, to provide education and training services for individuals in portions of Kane, Kendall, DeKalb, LaSalle and Will counties of District 516. The philosophy of Waubonsee Community College is based on the premise that education is the cornerstone of a literate, democratic society; that learning is a lifelong process; and that the pursuit of knowledge must be supported by institutional policies that demonstrate the values of quality, value, innovation, service and accessibility.

**INVITATION FOR BID (IFB)**  
**03-18-002 Emergency Generator Repair and Maintenance**  
**Wednesday, March 21, 2018 @ 2:15 p.m.**

**GENERAL REQUIREMENTS**

**Information**

1. Bid documents are available for download from the college's purchasing webpage at <https://www.waubonsee.edu/local-businesses-employers-and-vendors/bidrfprfi-opportunities>.
2. It is the responsibility of the Bidder to check the college's purchasing webpage for any addendum to the bid specifications prior to submitting a bid to be assured that the bid is complete.
3. The Bid may not be modified, withdrawn or canceled by the Bidder for a period of 60 days from the date and time of the bid opening.
4. The college reserves the right to award this project to one Contractor or split the award based on the best interests of the college.
5. The price bid for each item is the full purchase price, including delivery to destination, rigging expenses, balancing provisions no matter what the cause for imbalance, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period. List all costs individually on a separate sheet.
6. If any portion of this job is to be sub-contracted, Contractor must disclose this information in bid document and identify the name, address, phone and contact person of the sub-contractor along with copies of all certificates and licenses.
7. WCC reserves the right to approve or reject all Sub-Contractors and to reject any bid where an unacceptable sub-contractor is identified. If this information is not disclosed, Contractor may be immediately disqualified. Contractor is responsible for all work done by sub-contractor(s) and all actions of sub-contractor(s) while on college premises.
8. WCC is exempt from Federal, State and Municipal taxes.
9. The college will issue a purchase order upon award by the college's Board of Trustees. Invoices will be paid monthly for work completed. The college's payment terms are net 30 days.
10. The Prevailing Wage Act requires contractors and subcontractors to pay laborers, workers and mechanics employed on PUBLIC WORKS construction projects no less than the general prevailing rate of wages (consisting of hourly cash wages plus fringe benefits) for work of a similar character in the county where the work is performed.
11. It is the policy of the board of trustees to encourage the participation of businesses owned by minorities, females and persons with disabilities in contracts the college awards. This policy shall be furthered by complying with the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/0.01 et seq. and by cooperating with the Illinois Business Enterprise Council.

**Instructions**

1. Provide one (1) original and two (2) copies of your Bid in a sealed envelope. They should be addressed to the Purchasing Manager, Waubonsee Community College, State Route 47 at Waubonsee Drive, Sugar Grove, IL 60554. Identify the Bid Number and Name on the envelope.
2. Complete and return a *signed* Authorization for Bid and all attachment pages as identified in this bid document.
3. Provide a minimum of three (3) education client references for similar services performed, preferably services performed for community colleges.
4. Erasures or changes in bids must be initialed. White-out is NOT permitted.
5. Respondents may not contact any college employee to discuss this IFB. **All correspondence or questions concerning the IFB should be addressed to [purchasing@waubonsee.edu](mailto:purchasing@waubonsee.edu).**
6. All questions must be submitted in writing and will be responded to by addendum. Do not expect an

**INVITATION FOR BID (IFB)**  
**03-18-002 Emergency Generator Repair and Maintenance**  
**Wednesday, March 21, 2018 @ 2:15 p.m.**

- immediate answer. Include your email address and/or fax number for any necessary communication.
7. Respondents are responsible for checking the college's purchasing webpage for updates to the IFB and will be required to acknowledge receipt of the addenda in the IFB response.
  8. All late, faxed or emailed Bids will be rejected.
  9. Bids may be withdrawn by written request from Bidder or his agent prior to the date and time established for opening of Bids. Withdrawn Bids may be resubmitted up to the date and time designated for receipt of Bids.
  10. Certified payroll is NOT required.
  11. A Bid Bond NOT required.
  12. A 100% Performance and Payment Bond is NOT required.
  13. Before submitting a Bid, the Contractor should visit the site and is responsible for knowing the conditions affecting the work. Failure to visit the site shall not be accepted as a valid reason for any changes by the success Bidder.
  14. **A mandatory pre-bid meeting will be held on Friday, March 9 2018 at 1:00 PM in the Campus Operations building, Sugar Grove Campus.**

## **SCOPE OF WORK**

### **Back ground**

Currently have five (5) generators which provide vital backup to data systems and life safety equipment located at Aurora Downtown, Plano and Sugar Grove Campuses. The intent of the quarterly maintenance schedule is to work in unison with the college's Campus Operations staff who will coordinate routine repairs and maintenance of the five (5) generators.

- Contractor will establish an operational log sheet for each generator which will provide a date and name associated with each service visit and maintenance inspection. This log will be affixed to the interior of each generator control panel.
- Contractor will be responsible to schedule and manage each service visit in advance with the Chief Plant Operator (Ed Plante) on a pre-determined schedule.
- Contractor will check in at Campus Operations (Sugar Grove Campus); Police Service Desk (Aurora Downtown), and with Building Services Specialist (Plano Campus). The contractor will notify the college campus that they are there to perform scheduled maintenance for the Emergency Generator. At that time they will be required to sign in and be provided with a Contractor Badge.
- This is to be a "turnkey" project.

### **General Maintenance**

#### **Service PM1 - Quarterly Maintenance** (*Schedule maintenance with a certified technician.*)

Visual Inspection – inspect generator for foreign materials, loose or broken fittings, guards, and components. Advise of any items in need of repair.

##### **A. Cooling System**

1. Radiator/Heat Exchanger – visual inspection for leaks, damage, and debris.
2. Check for proper louver operation.

**INVITATION FOR BID (IFB)**  
**03-18-002 Emergency Generator Repair and Maintenance**  
**Wednesday, March 21, 2018 @ 2:15 p.m.**

3. Coolant – visual inspection for correct levels and condition of coolant (rust, oil or other contaminants). Check coolant conditioner concentration and temperature protection levels. Add up to one (1) pint of coolant conditioner.
4. Check filler cap gasket and sealing surfaces.
5. Hoses and Connections – visual inspection of all hoses for deterioration, check tightness of connections.
6. Fan Drive Pulley and Fan – check for loose or worn pulleys and lube fan drive bearing. Check fan operation and clearance.
7. Fan Belts- inspect for wear and deterioration. Check tension and adjust as necessary.
8. Jacket Water Heater- inspect for proper operation. Check thermostat setting for proper coolant temperature.
9. Water pump – visual and operation inspection for leaks or unusual noises.

**B. Fuel System**

1. Fuel Tank- visual inspection of fuel tank system for leaks and fuel level.
2. Test day tank pump for operation.
3. Inspect fuel condition for contaminants.
4. Water Trap / Separator – drain water from fuel tank or water separator.
5. Fuel line and connections- inspect for leaks and tight connections. Check line brackets.
6. Governor and Controls – inspect governor oil level. Inspect controls and linkage for proper operation. Add oil as necessary.
7. Fuel filters – Primary / Secondary – inspect for damage, leaks, and proper operation. Clean primary filter.
8. Fuel Pressure – operational check of gauge if applicable.

**C. Air Induction and Exhaust System**

1. Air Filter Restriction Indicator– inspect for proper operation, note reading, reset indicator.
2. Air Inlet System – inspect piping and air filter housing for damaged, loose connections, and evidence of leaks. Check housing seals and gaskets.
3. Air Filter(s) Primary / Secondary – inspect, clean as necessary. Clean Air Filter housing(s) if air filter is cleaned or replaced.
4. Turbocharger – inspect for oil or exhaust leakage. Check for unusual noises and proper operation.
5. Exhaust Manifold – inspect for damage, loose or missing hardware, evidence of exhaust leakage. Inspect for oil slobbering.
6. Exhaust System – inspect silencer and piping for damage, corrosion, or leakage. Check rain cap. Check supports for vibration damage and loose connections.

**D. Lube Oil System**

1. Oil Level – inspect for correct oil level and contamination. Visually inspect unit for leaks.
2. Oil Pressure – Operational check of gauge.
3. Operational and visual inspection of pre lube pump.
4. Crankcase Breather – inspect for proper operation. Check for proper connection and inspect hose for deterioration. Note excessive blow by.

**E. Starting System**

1. Batteries – inspect for damage or evidence of electrolyte leakage. Clean and tighten all battery connections.

**INVITATION FOR BID (IFB)**  
**03-18-002 Emergency Generator Repair and Maintenance**  
**Wednesday, March 21, 2018 @ 2:15 p.m.**

2. Batteries – Specify Gravity – check electrolyte level and specific gravity (non-maintenance batteries only).
3. Battery Charger – inspect for proper operation, loose terminals, and deteriorated wiring.
4. Starting Motor – inspect electrical connection and wiring, Operational check for abnormal engagement and cranking noises.
5. Alternator – inspect for proper operation, loose connections, and mounting hardware. Check belts, pulleys and voltage output.

**F. Engine Monitors and Safety Controls**

1. Safety Controls – inspect for proper operation, loose connections and wiring deterioration, check all safety controls for proper operation.
2. Remote Annunciators and Alarms – inspect and test all panels and system alarms for proper operation.

**G. Power Generator**

1. Slip Ring and Brushes – remove and inspect brushes and clean slip rings. Adjust as necessary (if so equipped).
2. Space Heaters – inspect for proper operation.
3. Generator Rear Bearing –lubricate if applicable.
4. Vibration Isolators – check for proper adjustment and condition.

**H. Control Panel**

1. Start Controls – Manual / Auto – check for proper operation. Check automatic start.
2. Voltmeter – operational check for correct readings. Check voltage level, voltage gain, and voltage drop adjustment.
3. Ammeter – operational check for correct readings. Load and no load readings, if possible.

**I. Operational Test**

1. Cold start engine, check for abnormal noises, leaks, and vibrations; run 30 minutes.
2. Check operation of all safety devices including water temperature, oil pressure, over speed, over crank, etc.
3. Check and record amps, volts, oil pressure, water temperature, fuel pressure, frequency and kilowatt-output (if possible).
4. Check and record time for startup for signal delay, engine start, load pick up automatic load transfer and load re-transfer.
5. Restore system to automatic operation.

**Service PM2 (Includes all services Level 1 inspection plus these additional services.)**

**A. Fuel System**

1. Filters-remove primary & secondary filters inspect for contamination & install new filters.

**B. Lube Oil System**

1. Change oil filter(s) and engine oil.
2. Crankcase Breather-inspect and clean.

**C. Breakers and ATS**

1. Circuit Breakers – inspect for free movement and tightness of connections

**INVITATION FOR BID (IFB)**  
**03-18-002 Emergency Generator Repair and Maintenance**  
**Wednesday, March 21, 2018 @ 2:15 p.m.**

2. Automatic Transfer Switch- inspect for proper operation and tightness of connections (performed at time of PM only with customer authorization)

**Optional Additional Services** (*Provide optional pricing, do not include in quarterly task listing*)

- A. Replacement Batteries
- B. Engine oil sample and analysis
- C. Engine coolant sample and analysis
- D. Diesel fuel sample and analysis
- E. Cooling System
  1. Coolant – Drain, Flush and refill (Standard HD, Long Life, and Propylene Glycol per original fill).
  2. Thermostats – Replacement
- F. Diesel fuel polishing
- G. Vibration testing
  1. Check the engine (6) locations and the generator at three (3) locations.
  2. Test components and record readings to plot any changes.
- H. Device Thermal Scanning
- I. Generator load testing
  1. Test generator set with load banks for two (2) hours. Record data and note engine-operating condition. Load unit incrementally to 100% run capacity for quoted test time.
  2. Four (4) hours testing available.



**INVITATION FOR BID (IFB)**  
**03-18-002 Emergency Generator Repair and Maintenance**  
**Wednesday, March 21, 2018 @ 2:15 p.m.**

**Equipment – Generator Inventory**

<b>Location</b>	<b>Description</b>	<b>Controller</b>	<b>Switch</b>
Sugar Grove – Collins Hall	Kohler 100 KW Model: 100RZG S/N: 2167032 Nat Gas	Controller 550	Kohler MPAC 1500
Sugar Grove – Main Plant – Dickson	Kohler 750 KW Model: 750REOZDB S/N: 2133519 Diesel	Controller 550	ASCO 7000 (1)
Sugar Grove – Well House	Kohler 400 KW Model: 400REOZJ S/N: 3059654 Diesel	Controller 550	ASCO 7000 (1)
Aurora Downtown Campus	Generac 200KW Model: 11033690100 S/N: 2103428 Nat Gas	Controller H-100	ASCO 300 Series (2)
Plano Campus	Kohler 42KW Model: 45REZG S/N: 2287692 Nat Gas	Controller Dec 3+	Kohler MPAC 1500 (2)

**Protection**

1. Extreme care shall be taken by Contractor to safeguard all existing facilities, site amenities, utilities, irrigation systems, windows, and vehicles on or around the job site. Damage done to public and/or private property by the Contractor, shall be the responsibility of the Contractor and shall be repaired and/or replaced by Contractor at no additional cost to the college.
2. The Contractor shall use all means to protect existing objects, structures and vegetation.
3. Contractor is responsible for any landscape or surface restoration as a result of this project.
4. In the event of damage, the Contractor shall immediately make all repairs, replacements and dressings to damaged materials, to the approval of the college, at no additional cost to the college.

**Waste and Disposal**

1. Contractor shall be responsible for all cleaning required for work under the Contractor's jurisdiction as well as for keeping all work areas, passageways, ramps, stairs and all other areas of the premises free of accumulation of surplus materials, rubbish, debris and scrap which may be caused by the Contractor's operations.

**INVITATION FOR BID (IFB)**  
**03-18-002 Emergency Generator Repair and Maintenance**  
**Wednesday, March 21, 2018 @ 2:15 p.m.**

2. Remove rubbish, debris and scrap promptly upon its accumulation and in no event later than the end of each workday. Contractor is responsible for the management and removal of waste materials, including hazardous materials, to be disposed of in accordance with all applicable laws, regulations, codes, rules, and standards.
3. Burning of rubbish or debris is not allowed at the site. Rubbish, debris and scrap is not to be thrown through any window or other opening, or dropped from any great height; it shall be conducted to the ground, to waiting truck(s) or removable container(s) by means of approved chutes or other means of controlled conveyance.
4. Spillages of oil, grease or other liquids that could cause a slippery or otherwise hazardous situation or stain a finished surface shall be cleaned up immediately.
5. If rubbish and debris is not removed, or if surfaces are not cleaned as specified above, the college reserves the right to have said work done by others and the related cost(s) will be deducted from monies due the Contractor.

**WAUBONSEE COMMUNITY COLLEGE - STANDARD TERMS AND CONDITIONS**

**Legal Entity:** Waubonsee Community College District 516, commonly known as Waubonsee Community College is described herein as “Buyer” or “WCC”.

**Seller:** The “Seller” means any person, business or entity designated on this purchase order or contracted to provide “Deliverables.” Deliverables means the tangible and/or intangible personal property, product, service, software, information technology, telecommunications technology, apparatus, equipment, supplies, repairs, or other goods delivered pursuant to this purchase order, including items incident to the provision of services.

**Limitation of Authority:** All purchases shall be made in accordance with Illinois law. No officer or employee of WCC not expressly authorized under Illinois law, shall make any purchase on its behalf, or enter into any contract of purchase, verbal or written, for any Deliverable of any kind or description, or accept any of them on approval or otherwise. Seller is directed to applicable Illinois law to verify the authority of any person purportedly signing on behalf of the Legal Entity. The Buyer will not be responsible for articles delivered and/or services performed for its account without a specific written purchase order that has been authorized by the Purchasing Manager.

**Governing Law and Limitation of Liability:** This Agreement shall be governed and construed in accordance with the law of Illinois without reference to its conflict of laws and/or provisions. It is the intent of the parties that arbitration and mediation shall not be a remedy or prerequisite required by this contract, and any reference to “arbitration” or “mediation” contained in any contract or agreement resulting from the execution of this Purchase Order is void and of no legal effect. The parties waive any right to demand a trial by Jury and agree that the venue for litigation arising from this Purchase Order or any Contract or Agreement entered into subsequent to the execution of this Purchase Order shall be in the Circuit Court for the 16<sup>th</sup> Judicial Circuit, Kane County, Illinois regardless of the place of business or residence of Seller. The parties agree that this venue is convenient for all of them and each consent to the personal jurisdiction of such court. In the event of any litigation the prevailing party shall have the right to recover its reasonable attorney’s fees and costs. WCC shall not be liable to the Seller, or to any subcontractor, regardless of the form of action, for any consequential, incidental, indirect, or special damages, or for any claim or demand based on a release of information, or patent, copyright, or other intellectual property right infringement.

**Indemnification:** The Seller agrees to hold harmless and indemnify WCC, its officers, agents, trustees and employees, and defend each of them, against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against WCC, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of the acts or omissions of Seller, its officers, agents

**INVITATION FOR BID (IFB)**  
**03-18-002 Emergency Generator Repair and Maintenance**  
**Wednesday, March 21, 2018 @ 2:15 p.m.**

or employees, resulting from or connected with Seller's performance hereunder or failure to comply with any applicable law or regulation.

**Bidding:** Seller certifies that it is not barred from bidding on agreement/contract as a result of a conviction for either bid rigging or bid rotating under Illinois law. WCC reserves the right to reject any and all bids, and waive any bid irregularities.

**Purchases:** A purchase order is required for all orders. Seller shall invoice Buyer for the goods at the time of final shipment unless otherwise provided for in this purchase order. Invoices shall show the purchase order number for each separate purchase order number issued. Failure to do so may result in a delay of payment. Packing slip shall be affixed to outside of package(s), listing contents of each package and notating an authorized purchase order number. Shipments without a purchase order will be rejected at the receiving dock.

**Warranty:**

- 1) Seller warrants that all Deliverables furnished hereunder will be free from defects in design, material, and workmanship, and will conform to applicable specifications, drawings, samples, and descriptions. This warranty is in addition to any warranties available under law, from the manufacturer, or any standard warranty of Seller.
- 2) At the time of delivery, no software shall contain any virus, timer, counter or other limiting design, instruction, or routine that would erase data or programming or cause the software or any hardware or computer system to become inoperable or otherwise incapable of being used in the full manner for which it was designed.
- 3) No Deliverable shall violate or infringe upon the rights of any third party, including, without limitation, any patent, copyright, trademark, trade secret, or other proprietary rights of any kind.
- 4) Seller warrants that it has full title to the Deliverables and has the right to grant to WCC the rights and licenses contemplated herein without the consent of any third party.

**Assignment:** This purchase order may not be assigned, and no duty or right hereunder may be delegated, or monies payable hereunder, by Seller and Seller may not use any sub-contractor to perform hereunder, without the prior written consent of Buyer, which consent may be given or withheld at Buyer's sole discretion. Any assignment made without such consent shall be null and void.

**Prices:** Buyer accepts Seller's quote or bid prices as recorded on Seller's proposal and on this purchase order which shall not be changed prior to delivery or completion of services without Buyer's prior written agreement. Unless otherwise provided in this purchase order, the price includes all charges for freight and insurance. No separate charges, except those clearly recorded on Seller's proposal and on this purchase order can, or will be allowed. Seller represents that the price charged for the goods and services covered by this purchase order is commercially reasonable and is the lowest price charged by Seller to buyers of a class of purchasers similar to Buyer under conditions similar to those specified in this purchase order. All prices quoted are in U.S. dollars.

**Cancellation:**

- 1) In addition to all other rights and remedies provided for hereunder or under law (including without limitation, damages) Buyer may cancel all or any part of this purchase order:
  - a) if Seller breaches any of the terms, warranties or provisions hereof
  - b) upon the occurrence of any event entitling Buyer to reject the goods
  - c) if any insolvency proceeding is instituted by or against Seller
  - d) if Seller provides material false information to Buyer
- 2) Buyer, at Buyer's sole discretion, may cancel this purchase order at any time as to the goods not then delivered.
- 3) Buyer shall not be deemed to have canceled this purchase order unless it notifies Seller of its intent to do so in writing. Upon receipt of such notice Seller will immediately stop work and notify any other parties performing any part of the work to stop work and will protect property in Seller's possession in which Buyer has or may acquire an interest.
- 4) Unless Buyer exercises its right to cancel because of the events described in paragraph (1) above or because of other event or condition caused by or under the control of Seller, Seller may claim:

**INVITATION FOR BID (IFB)**  
**03-18-002 Emergency Generator Repair and Maintenance**  
**Wednesday, March 21, 2018 @ 2:15 p.m.**

- a) Reimbursement for actual out-of-pocket cost incurred by Seller as a result of such cancellation (exclusive of costs for materials that Seller can use on other orders) and
- b) A reasonable profit on the work performed by Seller prior to cancellation. Such claim must be made within twenty (20) days of the notice of cancellation and the total amount of such claim shall not exceed the purchase price for the completed goods. In the event of cancellation Seller shall deliver to WCC all material and information as may have been involved in the provision of services or Deliverables to the date of termination.

**Taxes:** Waubensee Community College is exempt from Federal Excise and State Sales Taxes and such taxes shall not be included in prices. Federal Excise Tax Exception Certificate will be furnished upon request.

**Articles or Services:** Deliverables and/or services to be delivered or performed shall be in accordance with the terms, prices, delivery time, specifications, and conditions as recorded on Seller's proposal and as itemized on this purchase order. Stated delivery time must be adhered to. Buyer reserves the right to cancel this order if Seller does not make deliveries as specified on this order. No substitutions of articles or change of any nature shall be made without written authorization from the Buyer.

**Inspection, Acceptance and Payment by Buyer:** All Deliverables shall be received subject to Buyer's right to inspection and rejection. Those rejected as a result of inspection will be held for Seller's inspection at Seller's risk and, if Seller directs, will be returned at Seller's expense. Freight to and from original destination for excess goods except for customary quantity variations recognized by trade practice, will be paid by Seller. Payment for Deliverables on an order prior to inspection shall not constitute acceptance.

**Responsibility for Deliverables and Risk of Loss:** All shipments are to be made "F.O.B. Destination" unless otherwise specified on Seller's proposal and on this purchase order and accepted by Buyer. Seller assumes and accepts that all risk of loss of goods covered hereby shall be borne by Seller until goods have been received and accepted by Buyer or received, installed, and accepted by Buyer, whichever is applicable. When articles are sold "F.O.B. Point of Origin" and the purchase order confirms this, Seller is to prepay shipping charge and record prepaid charges on invoice and attach the original receipt, freight bill or express receipt to the invoice.

**OSHA:** All equipment and material shall be in accordance with applicable OSHA Rules and Regulations in effect at the time of order.

**MSDS:** Seller shall forward any required material safety data sheet (MSDS) to Buyer on all products subject to this order.

**Prevailing Wage:** When a contract/order requires construction of Public Works as defined in the Illinois Prevailing Wage Act, including new structures, renovation, remodeling and expansion of existing structures, maintenance and repair of equipment on a construction site, transportation of equipment or materials to or from a construction site:

- 1) Seller and its subcontractors must pay prevailing wage to any laborers or workers working on the project. It is Seller's responsibility to determine the appropriate current prevailing wage rate.
- 2) Seller shall maintain a certified payroll which will be required prior to payment, and shall be required to submit a Wage Certification Form and maintain records in accordance with the Prevailing Wage Act [820 ILCS 130/1-12]
- 3) Prior to payment of the purchase price, Seller shall furnish lien waivers, releases, affidavits, and other documents as Buyer requires, keeping Buyer's premises lien free.

**Bonds:** For Public Works projects over \$50,000, the Seller shall furnish a Performance Bond and a Labor and Material Bond in an amount equal to the contract before commencing work. The surety on the bond shall be a company that is licensed by the Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investor Service, Standard & Poor's Corporation, or a similar rating agency.

**Confidential Data:** Seller shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all confidential data,

**INVITATION FOR BID (IFB)**  
**03-18-002 Emergency Generator Repair and Maintenance**  
**Wednesday, March 21, 2018 @ 2:15 p.m.**

whether in hard copy or electronically maintained or transmitted, received from, or on behalf of WCC or its students. These measures will be extended by contract to all subcontractors used by the Seller. Unless authorized by WCC, Seller may not copy, store, or transmit unencrypted confidential and sensitive data on non-WCC-owned/leased computing devices, or other portable storage or computing devices. Seller shall destroy such data when they are no longer needed for the purpose for which they were released.

**Non-Disclosure:** Seller shall not announce this agreement and relationship in any press releases or other publications, or use WCC's name or logo's in any marketing materials without prior written consent of WCC.

- 1) All information that is obtained and work performed under this agreement and the Seller's Waubonsee Community College contract/order is considered sensitive, may or may not require use of sensitive and personal data and information and falls under one or more categories of information that is subject to protection from disclosure and misuse, including but not limited to: personal information and highly restricted personal information in connection with law enforcement sensitive data and information, the Privacy Act of 1974, 5 U.S.C. § 552a et. seq., the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g et seq. (FERPA), and personal information as defined under and governed by the Personal Information Protection Act, 815 ILCS 530 et seq.
- 2) Seller agrees to comply with all federal and state statutes, rules and regulations as identified in the Waubonsee Acceptable Usage Agreement (located at [www.waubonsee.edu/it](http://www.waubonsee.edu/it)), understands that disclosure of any information, by any means, for a purpose or to an extent unauthorized herein, shall be grounds for immediate termination of the contract/order and this agreement, and may subject the offender to criminal and civil sanctions.
- 3) All source materials/data/information and resultant work products compiled or created and any information or portion of information derived therefrom are the property of the Waubonsee Community College and must not be used by Seller for any purpose other than the purpose outlined by the contract/order and this agreement.
- 4) Neither Seller, nor its officers, directors, agents, or employees shall divulge, sell, or distribute any information obtained from Waubonsee Community College or derived therefrom at any point in time to a third party, even after termination or expiration of a contract/order, except as may otherwise be required by law.
- 5) Seller shall notify each of its officers, directors, agents, and employees having access to the Waubonsee Community College information that such information may be used only for the purpose and to the extent authorized in this contract.

**Insurance:** During the term of this agreement, upon Buyer's request, Seller shall maintain, and require its subcontractors to maintain, insurance policies with limits acceptable to Buyer, to protect against claims that may arise from this purchase order. In addition, Seller and its subcontractors shall maintain Workman's Compensation insurance and Comprehensive Automobile Liability insurance coverage in amounts as required by Illinois law. Seller may be required to provide additional insurance as noted in the BID/RFP documents including but not limited to professional liability, E & O (Errors and Omissions), environmental liability and umbrella coverage. WCC, its officers, agents, employees and assigns as will be named as Additional Insured thereunder on a primary and noncontributory basis and certificate holder for all work performed on Buyer's property.

**Independent Contractor:** Seller shall perform its obligations as an independent contractor of WCC and nothing herein shall be deemed to constitute Seller and WCC as partners, joint venturers, or principal and agent. Seller has no authority to represent WCC and shall not represent that it or any of its subcontractors are in any manner agents or employees of WCC.

**License:** Upon payment in full for software, Seller grants to WCC a perpetual, non-exclusive, worldwide, irrevocable, fully paid right and license to install and use the software on all computing devices used by or for the benefit of WCC. This license is subject to the limitation on the maximum number of end users or other limitations listed on Seller's proposal, but if none, this license shall be deemed to be enterprise-wide and the software may be used by all WCC end users without any maximum number. Any Deliverable under this purchase

**INVITATION FOR BID (IFB)**  
**03-18-002 Emergency Generator Repair and Maintenance**  
**Wednesday, March 21, 2018 @ 2:15 p.m.**

order that may be subject to a copyright shall be considered a “work for hire” as defined by the U.S. Copyright Act and shall be owned by WCC and WCC shall be considered the author of such item. If a Deliverable shall not be considered a “work for hire” under the U.S. Copyright laws, Seller hereby irrevocably assigns all right, title, and interest in the Deliverable, including all intellectual property rights effective from the moment of creation of the Deliverable.

**Smoke Free Campus:** The policy of the WCC Board of Trustees is to have a smoke free college environment. Smoking on college grounds and inside college facilities and college vehicles is prohibited. Smoking is only permitted inside private vehicles.

**Affirmative Action/Equal Opportunity:** Waubensee Community College is an Affirmative Action/Equal Opportunity Employer and does not discriminate against any employee or service provider because of race, sex, color, age, religion, national origin, marital status, veteran's status, physical or mental disability or any other protected status under federal or state law.

**Entire Agreement:** This purchase order, together with any written documents incorporated by reference, constitutes the entire agreement between Buyer and Seller with respect to this transaction and supersedes all previous communications. Any additional or different terms by the Seller or Seller's acknowledgement are rejected by the Buyer unless expressly agreed to in writing by an authorized representative of the Buyer. This agreement shall be binding upon and inure to the benefit of all heirs, personal representative, successors and assigns of the Seller.

### **INSURANCE AND INDEMNITY REQUIREMENTS**

1. **SAFETY:** The Contractor, its agents, employees, material men and its Subcontractors will perform all work on the project in a safe and responsible manner, and in compliance with all Federal, State and local safety requirements and standards.
2. **INDEMNIFICATION:** The work performed by the Contractor shall be at the risk of the Contractor exclusively. To the extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, affiliated companies of Owner, their partners, joint venturers, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorney's fees and costs, and consultants' fees and costs) which arise in whole or in part or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by Sub-Contractor or its agents.
3. **INSURANCE:** The insurance required shall be written for the duration of the Contract in amounts not less than the following minimum limits or as required by law whichever is greater. The Insurer must give the college at least 30 days prior written notice of cancellation and termination of the firm's coverage thereunder. *All subcontractors the firm hires must comply with the same requirements.*
  - a. Comprehensive General Liability including Contractor's protective liability, Contractual liability, Completed Operations and Products liability. The latter shall be written for a period of one year from the date of acceptance by the Owner, to be renewed annually as long as the contract is in force. Minimum limits shall be as follows:

**INVITATION FOR BID (IFB)**  
**03-18-002 Emergency Generator Repair and Maintenance**  
**Wednesday, March 21, 2018 @ 2:15 p.m.**

- i. Not less than \$1 million dollars Each Occurrence, \$2 million Products/Completed Operations aggregate, \$1 million Personal and Advertising Injury limits, and \$2 million General Aggregate subject to a per project aggregate.
  - ii. **Firm shall provide Waubensee Community College with a Certificate of Insurance and endorsement naming Waubensee Community College District No. 516, its officers, agents, employees and assigns as Additional Insured thereunder on a primary and noncontributory basis.**
- b. Workman's Compensation as required by all applicable laws including employer's liability in the amount of \$500,000.00 or as otherwise limited by law.
- c. Comprehensive Business Automobile Liability including non-ownership and hired car coverage as well as owned vehicles. Minimum limits shall be as follows:
  - i. Written in the amount of not less than \$1 million each accident and covering any auto.
  - d. Umbrella Liability Insurance: Written in the amount of no less than \$2 million each accident.
- 4. **PROPERTY INSURANCE:** It is agreed that the Contractor shall purchase and maintain property insurance for its material left at the job site. Contractor waives all rights of subrogation against Owner for loss of, or damage to, Contractor's work, tools, machinery, equipment, materials or supplies.

**AUTHORIZATION OF BID AND ATTACHMENTS APPEAR ON THE FOLLOWING PAGES**

**INVITATION FOR BID (IFB)**  
**03-18-002 Emergency Generator Repair and Maintenance**  
**Wednesday, March 21, 2018 @ 2:15 p.m.**

**AUTHORIZATION OF BID**

I HEREBY AUTHORIZE THIS BID, ACKNOWLEDGING THAT I UNDERSTAND AND AGREE TO THE BID INSTRUCTIONS AND SPECIFICATIONS. I WARRANT THAT ALL INFORMATION PROVIDED IN THE SUBMITTED BID IS TRUE AND ACCURATE. I FURTHER WARRANT THAT FAILURE TO HAVE READ ALL THE PROVISIONS OF THIS SOLICITATION SHALL NOT BE CAUSE TO ALTER ANY RESULTING CONTRACT OR REQUEST ADDITIONAL COMPENSATION. BY SIGNING THIS DOCUMENT, I CERTIFY THAT THE FIRM IS NOT BARRED FROM BIDDING IN THE STATE OF ILLINOIS OR AT THE FEDERAL LEVEL.

\_\_\_\_\_  
Name of Firm



\_\_\_\_\_  
**Authorized Signature**

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

Bids must be made in the official name of the firm or individual which business is conducted, stating official business address, and must be signed in ink by a person authorized to legally bind the person, partnership, company, or corporation submitting the Bid.

**Acknowledgement of Addenda**

I acknowledge having received addenda # \_\_\_\_\_.

**To Be Returned with Bid**

- AUTHORIZATION OF BID
- BID FORM
- SUBCONTRACTOR INFORMATION
- REFERENCES
- CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT
- CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT
- ELIGIBILITY CERTIFICATION AND NON-COLLUSION AFFIDAVIT
- BUSINESS ENTERPRISE PROGRAM INFORMATION



**INVITATION FOR BID (IFB)**  
**03-18-002 Emergency Generator Repair and Maintenance**  
**Wednesday, March 21, 2018 @ 2:15 p.m.**

**BID FORM**

**Name of Bidder (Firm Name):** \_\_\_\_\_

**TOTAL BASE BID FOR 03-18-002 Emergency Generator Repair and Maintenance Contract**

Having examined the bid documents as prepared by Waubensee Community College, and having inspected the site and the conditions affecting and governing the construction of said Project, the Bidder hereby proposes to furnish all labor and materials, supervision, coordination, transportation, services and equipment, and performance and payment bonds for the sum shown below. *Please print clearly.*

<b>Emergency Generator Repair and Maintenance – Year 1</b>	<b>\$</b>
<b>Emergency Generator Repair and Maintenance – Year 2</b>	<b>\$</b>
<b>Emergency Generator Repair and Maintenance – Year 3</b>	<b>\$</b>
<b>TOTAL FOR EMERGENCY GENERATOR REPAIR AND MAINTENANCE CONTRACT – YEARS 1-3</b>	<b>\$</b>
<b>Optional Emergency Generator Repair and Maintenance – Percentage Increase – Year 4</b>	<b>%</b>
<b>Optional Emergency Generator Repair and Maintenance – Percentage Increase – Year 5</b>	<b>%</b>

**UNIT PRICING FOR OPTIONAL SERVICES – Per Generator / Per Campus – Fixed Cost Years 1-3**

	<b>Sugar Grove Collins Hall</b>	<b>Sugar Grove Main Plant</b>	<b>Sugar Grove Well House</b>	<b>Aurora Downtown</b>	<b>Plano Campus</b>
<b>Replacement Batteries</b>	\$	\$	\$	\$	\$
<b>Engine Oil Sample and Analysis</b>	\$	\$	\$	\$	\$
<b>Engine Coolant Sample and Analysis</b>	\$	\$	\$	\$	\$
<b>Cooling System</b>	\$	\$	\$	\$	\$
<b>Diesel Fuel Polishing</b>	\$	\$	\$	\$	\$
<b>Vibration Testing</b>	\$	\$	\$	\$	\$
<b>Device Thermal Scanning</b>	\$	\$	\$	\$	\$
<b>Generator Load Testing</b>	\$	\$	\$	\$	\$

**INVITATION FOR BID (IFB)**  
**03-18-002 Emergency Generator Repair and Maintenance**  
**Wednesday, March 21, 2018 @ 2:15 p.m.**

What is your warranty for parts and labor? \_\_\_\_\_

Will subcontractors be used on this project? YES \_\_\_\_\_ NO \_\_\_\_\_

*Identify all subcontractors on a separate sheet providing complete contact information and purpose.*

**REFERENCES OF SIMILAR WORK PERFORMED**

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Company Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City State ZIP Code

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Company Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City State ZIP Code

\_\_\_\_\_  
Name  
\_\_\_\_\_  
Company Name  
\_\_\_\_\_  
Address  
\_\_\_\_\_  
City State ZIP Code

**INVITATION FOR BID (IFB)**  
**03-18-002 Emergency Generator Repair and Maintenance**  
**Wednesday, March 21, 2018 @ 2:15 p.m.**

**CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT**

*Required when Bidders have more than 25 employees*

\_\_\_\_\_ Contractor, does hereby certify pursuant to Section 3 of the Illinois Drug-Free Workplace Act (Ill. Rev. Stat. Ch. 127 132.313) that [he, she, it] shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act, further certified, that [her, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

Firm Name: \_\_\_\_\_

By: \_\_\_\_\_

(Authorized Agent of Contractor)

**CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT**

\_\_\_\_\_ Contractor, does hereby certify pursuant to P.A. 87-1257, the Illinois Human Rights Act, the (he, she, it) has adopted a written sexual harassment policy that includes at a minimum the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under Illinois law; (iii) a description of sexual harassment, utilizing examples; (iv) an employer's internal complaint process, including penalty; (v) the legal recourse, investigative and complaint process available through the Department of Human Right Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

Firm Name: \_\_\_\_\_

By: \_\_\_\_\_

(Authorized Agent of Contractor)

**INVITATION FOR BID (IFB)**  
**03-18-002 Emergency Generator Repair and Maintenance**  
**Wednesday, March 21, 2018 @ 2:15 p.m.**

**ELIGIBILITY CERTIFICATION AND NON-COLLUSION AFFIDAVIT**

*Required by all Bidders*

Public Act 85-1295 (Illinois Revised Statutes, 1987, ch. 38, art. 33E) requires that all contractors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

The following certification must be signed and submitted with bidder's bid proposal. **FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE BIDDER.**

\_\_\_\_\_, as part of its bid on a

(name of contractor)

contract for the 03-18-002 Emergency Generator Repair and Maintenance project, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes.

The undersigned further certifies and affirms that this proposal was prepared independently for this project and that it contains no fees or amounts other than for legitimate execution of this work as specified and that it includes no understandings or agreements in restraint of trade.

Firm Name:

\_\_\_\_\_

By: \_\_\_\_\_

(Authorized Agent of Contractor)

\_\_\_\_\_ Title

SUBSCRIBED and SWORN TO before me

this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_ NOTARY PUBLIC

**INVITATION FOR BID (IFB)**  
**03-18-002 Emergency Generator Repair and Maintenance**  
**Wednesday, March 21, 2018 @ 2:15 p.m.**

**STATE OF ILLINOIS BUSINESS ENTERPRISE FOR MINORITIES, FEMALES AND PERSONS WITH DISABILITIES ACT INFORMATION**

Vendor shall provide the following information on the status of its business so that the college can comply with the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/1, et seq.

**Diverse Business (information about the business owner(s) only)**

- African American
- Alaskan Native/Native American
- Asian American
- Disabled
- Female
- Hispanic American
- Veteran
- Not Applicable

**Small Business**

- HUBZone small business
- Service-disabled veteran-owned small business
- Small Business
- Small disadvantaged business
- Veteran-owned small business
- Women-owned small business
- Not Applicable

**Certifying Organization**

- DCMS (Department of Central Management Services) Business Enterprise Program
- CMBDC (Chicago Minority Business Development Council)
- IDOT (Illinois Department of Transportation)
- WBDC (Women's Business Development Center)
- Other (Please Specify)
- Not Applicable

**For more information please visit:**

<http://www.illinois.gov/cms/business/sell2/bep/Pages/Default.aspx>

END OF DOCUMENT