



INVITATION FOR BID (IFB)

04-18-001 Pest Control Contract Bid **Tuesday, April 17, 2018 @ 2:00 p.m.**

Waubonsee Community College (WCC) seeks sealed bids from qualified vendors to provide pest control services for the Sugar Grove, Aurora Downtown, Aurora Fox Valley and Plano Campuses. This contract is for three (3) years with the option to renew for two (2) additional one-year periods.

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

PROPOSED SCHEDULE

IFB Issued	Monday, April 2, 2018
Last Day for Submittal of Questions	Friday, April 13, 2018
Bids Due	Tuesday, April 17, 2018 @ 2:00 p.m. CST (DKN 259)
Recommendation of Award	Wednesday, May 16, 2018

All correspondence or questions concerning the IFB should be addressed to 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

TABLE OF CONTENTS

COLLEGE OVERVIEW.....3

GENERAL REQUIREMENTS4

SCOPE OF WORK5

INSURANCE AND INDEMNITY REQUIREMENTS8

AUTHORIZATION OF BID.....9

BID FORM.....10

REFERENCES OF SIMILAR WORK PERFORMED11

CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT12

CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT12

ELIGIBILITY CERTIFICATION AND NON-COLLUSION AFFIDAVIT13

**STATE OF ILLINOIS BUSINESS ENTERPRISE FOR MINORITIES, FEMALES AND PERSONS
WITH DISABILITIES ACT INFORMATION.....14**

WAUBONSEE COMMUNITY COLLEGE - STANDARD TERMS AND CONDITIONS.....15

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)
04-18-001 Pest Control Contract
Tuesday, April 17, 2018 @ 2:00 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. 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. A Bid Bond is NOT required.
5. A 100% Performance and Payment Bond is NOT required.
6. Erasures or changes in bids must be initialed. White-out is NOT permitted.
7. 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.**
8. All questions must be submitted in writing and will be responded to by addendum. Do not expect an immediate answer. Include your email address and/or fax number for any necessary communication.
9. Respondents are responsible for checking the college's purchasing webpage for updates to the IFB and

**INVITATION FOR BID (IFB)
04-18-001 Pest Control Contract
Tuesday, April 17, 2018 @ 2:00 p.m.**

will be required to acknowledge receipt of the addenda in the IFB response.

10. All late, faxed or emailed Bids will be rejected.
11. 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.
12. 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.

SCOPE OF WORK

Project Overview

This bid is for a three-year contract with two (2) additional one-year renewal options for pest control services at all four campuses (Sugar Grove, Aurora Downtown, Aurora Fox Valley and Plano) from independent providers with demonstrated professional competence, experience and licensing.

Schedule

1. Services shall be performed during normal business hours, herein defined as Monday through Friday, 8:00 a.m. to 4:30 p.m., excluding holidays and campus closings.
2. Contract start date: July 1, 2018

Requirements for Bidding

In order for a company to qualify for the bidding process, it must meet the following requirements:

1. Possess a valid commercial pesticide application business certificate of registration and licensing from the Illinois Department of Agriculture and the Illinois Department of Public Health
2. Employ a minimum of one certified commercial supervisory applicator for every five certified commercial operational applicators employed
3. Provide proof of appropriate insurance
4. Provide proof of types of licensure for pesticide use

Description of Service

The Vendor shall provide state certified technicians which will administer appropriate techniques to minimize, control, eliminate and exclude and/or reduce pest populations.

1. Methods utilized shall include, but are not limited to, insect and rodent baiting, monitoring with (glue traps, pheromone traps and sampling), crack & crevices application of pesticides, application of growth inhibitors, repellent applications, exterior and interior spot treatments, caulking and excluding techniques.
2. All buildings to be serviced must follow **Integrated Pest Management (IPM) Guidelines**: The College follows IPM principles as described on the Environmental Protection Agency (EPA) website at <http://www.epa.gov/opp00001/factsheets/ipm.htm>.
3. Routine service (minimum monthly) to all buildings will include all crawling and flying insects with the exception of termites, carpenter ants and yellow jackets. Migratory rodents such as mice, moles, voles and ground squirrels are also to be included in the scope of services. (In all instances, insects or rodents not listed in the RFP shall be dealt with only after consultation between the Vendor and the College designee.)
4. All wood destroying insects (termites, Carpenter ants, Carpenter bee) will be handled for an additional fee. *Note: The College will not pay for routine inspections for wood destroying insects.*

**INVITATION FOR BID (IFB)
04-18-001 Pest Control Contract
Tuesday, April 17, 2018 @ 2:00 p.m.**

5. Urban wildlife such as skunks, flying squirrels, ground hogs and raccoons will be handled at the request of the college for an additional fee and not included in this pest control contract.
6. Waubensee Community College has campuses that are in somewhat rural settings, specifically our Sugar Grove campus and experience high numbers of Box Elder bugs. *Please include in your response a plan specific to how this issue would be addressed.*

Industry Specific Standards

1. The vendor shall provide all necessary testing/inspections in accordance with the current state adopted codes, and service laws or ordinances, and all rules and regulations of health, public and/or other authorities controlling or limiting the methods and materials to be used, or the actions of those engaged in this kind of work.

Contractor Personnel

1. Throughout the life of this contract, all Contractor personnel providing on-site pest control service must meet state requirements for training and certification as Commercial Pesticide Applicators. Uncertified individuals working under the supervision of a Certified Applicator will not be permitted to provide service under the terms of this contract.

Job Site Safety

1. The Vendor shall adhere to the Occupational Safety and Health Administration's (OSHA's) most recently published safety and health regulations and general occupational safety and health standards.
2. Material Safety Data Sheets (MSDS) must be furnished on all products/materials, which require them under the provisions of the OSHA Hazard Communications Standard.
3. Application of extermination agents shall be performed in accordance with Illinois' pesticide regulations and Federal and Local laws.
4. Signage will be placed near all equipment used to treat/control pests and rodents clearly identifying them as pest control devices.

Responsibilities

1. If insects or rodents are observed between the established treatments, vendor must respond within 24 hours and treat at no additional cost to the College for Pest Control Services covered under this agreement.
2. All rodent control devices will be supplied by vendor(s) as required and will remain the property of the vendor. Vendor(s) will provide all materials, equipment and supplies to perform the necessary work. All materials, equipment, etc. owned by vendor(s) must be removed from the premises at the completion of each service.

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. 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.

**INVITATION FOR BID (IFB)
04-18-001 Pest Control Contract
Tuesday, April 17, 2018 @ 2:00 p.m.**

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.
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.

Campuses / Buildings

Sugar Grove Campus		
Building Name	Number of Stories	Square Footage
Building A	1	18,553
Akerlow Hall	2	50,103
Academic & Professional Center	2 with Mech Room on roof	64,434
Auditorium	2	16,837
Bodie Hall	2	49,508
Campus Operations	1	21,532
Ceramics	1	5,810
Collins Hall	2	74,836
Dickson Center	2 with Mech Room on roof	53,244
Erickson Hall	2	55,860
Field House	2	59,000
Henning Computer Center	1	16,717
Main Plant	1	3,100
Science Building	2	46,837
Student Center	2 with Mech Room on roof	65,367
Von Ohlen	2	31,337
Building W	1	16,000
Water Plant	1	2,821
Weigel Hall	2	40,310
Aurora Downtown Campus		
Aurora Downtown Campus	4	133,000
Aurora Fox Valley Campus		
Aurora Fox Valley Campus	2	32,462
Plano Campus		
Plano Campus	2	33,000

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:
 - 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.

INVITATION FOR BID (IFB)
04-18-001 Pest Control Contract
Tuesday, April 17, 2018 @ 2:00 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)
04-18-001 Pest Control Contract
Tuesday, April 17, 2018 @ 2:00 p.m.**

BID FORM

Name of Bidder (Firm Name): _____

TOTAL BASE BID FOR 04-18-001 Pest Control 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.*

ANNUAL COST

	YEAR ONE July 1, 2018 – June 30, 2019	YEAR TWO July 1, 2019 – June 30, 2020	YEAR THREE July 1, 2020 – June 30, 2021
SUGAR GROVE CAMPUS	\$	\$	\$
AURORA DOWNTOWN CAMPUS	\$	\$	\$
AURORA FOX VALLEY CAMPUS	\$	\$	\$
PLANO CAMPUS	\$	\$	\$
TOTAL ANNUAL COST	\$	\$	\$

What is the percentage increase for OPTIONAL YEAR FOUR? _____

What is the percentage increase for OPTIONAL YEAR FIVE? _____

EXTRA COST FOR WOOD DESTROYING INSECTS (Years 1 - 3)

(Termites, carpenter ants, carpenter bees, yellow jackets) \$ _____ /occurrence

EXTRA COST FOR URBAN WILDLIFE (Years 1 - 3)

(Skunks, flying squirrels, groundhogs, raccoons) \$ _____ /occurrence

Will subcontractors be used on this project? YES _____ NO _____

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

**INVITATION FOR BID (IFB)
04-18-001 Pest Control Contract
Tuesday, April 17, 2018 @ 2:00 p.m.**

REFERENCES OF SIMILAR WORK PERFORMED

Name	Phone Number
------	--------------

Company Name

Address

City	State	ZIP Code
------	-------	----------

Name	Phone Number
------	--------------

Company Name

Address

City	State	ZIP Code
------	-------	----------

Name	Phone Number
------	--------------

Company Name

Address

City	State	ZIP Code
------	-------	----------

**INVITATION FOR BID (IFB)
04-18-001 Pest Control Contract
Tuesday, April 17, 2018 @ 2:00 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 [he, 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)
04-18-001 Pest Control Contract
Tuesday, April 17, 2018 @ 2:00 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 04-18-001 Pest Control, 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

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>

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 16th 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 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.

INVITATION FOR BID (IFB)
04-18-001 Pest Control Contract
Tuesday, April 17, 2018 @ 2:00 p.m.

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:
 - 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.

INVITATION FOR BID (IFB)
04-18-001 Pest Control Contract
Tuesday, April 17, 2018 @ 2:00 p.m.

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, 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 Waubensee 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

INVITATION FOR BID (IFB)
04-18-001 Pest Control Contract
Tuesday, April 17, 2018 @ 2:00 p.m.

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), 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 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: Waubonsee 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.

**INVITATION FOR BID (IFB)
04-18-001 Pest Control Contract
Tuesday, April 17, 2018 @ 2:00 p.m.**

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.

END OF DOCUMENT