



INVITATION FOR BID (IFB)

08-18-002 Biology Lab Supplies Bid

Bids Due: Friday, September 21, 2018 @ 2:00 p.m.

Waubonsee Community College (WCC) seeks sealed bids for the purchase of biology lab equipment and supplies.

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 IFB and Due Date/Time.** Bids 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, September 10, 2018
Last Day for Submittal of Questions	Tuesday, September 18, 2018
Bids Due	Friday, September 21, 2018
Recommendation of Award	Wednesday, October 17, 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

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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.

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. All Bid prices must be good for a period of 60 days from the date of opening.

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3. The college reserves the right to award this project to one vendor or split the award based on the best interests of the college.
4. 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.
5. The college will issue a purchase order upon award by the college's Board of Trustees.
6. Invoices will be paid monthly for work completed. The college's payment terms are net 30 days.
7. 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 one copy of your Bid in a sealed envelope.
2. Complete and return the Authorization for Bid, pricing worksheet and all attachment pages as identified in this bid document.
3. Erasures or changes in bids must be initialed. White-out is NOT permitted.
4. Bids may be withdrawn by written request from Bidder or his agent prior to the date and time established for opening of Bids.
5. A Bid Bond is NOT required for this project.
6. A Performance and Payment Bond is NOT required for this project.
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 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 must include a signed Authorization of Bid form, completed certificates and the Business Enterprise Program information page.
12. Provide a minimum of three (3) education client references for similar services performed, preferably services performed for community colleges.

SCOPE OF WORK

Summary

This Bid is for new biology equipment and supplies as specified in this Bid document.

Biology Lab Supplies and Equipment Worksheet may be obtained in Excel format by emailing purchasing@waubonsee.edu.

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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 Company

Typed or Printed Name	Authorized Signature	Date
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Address

City	State	Zip Code
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Telephone Number	Fax Number
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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
- PRICE WORKSHEET
- 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

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BID FORM

Total Base Bid

Having examined the bid documents as prepared Waubensee Community College for **08-18-002 Biology Lab Supplies**, the Bidder hereby proposes to furnish equipment, chemicals and supplies for the sum of:
Copy total from Price Worksheet. Please print clearly.

TOTAL BASE BID

(Include all shipping/handling)

\$ _____ **Total**

Do you have a quote number identified with this bid? If yes, please identify. _____

Is this bid using consortium or cooperative contract pricing? Yes _____ No _____

If Yes, identify the consortium or cooperative contract? _____

Contract # _____

What is your warranty? _____

What is the lead time from receipt of purchase order? _____

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BIOLOGY LAB SUPPLIES WORKSHEET

Item #	QTY	Unit	Vendor	Catalog Number	Product Description	Individual Cost	Total Cost
1	8	50	Delta	140-1495-50	Sheep brains: w/ durameter; formaldehyde free*- full extracted- 50 vac pac <i>*fixed in formaldehyde, not shipped in formaldehyde</i>		
2	8	50	Delta	140-1703-50	Preserved cow eyes: formaldehyde free*- 50 vac pac <i>*fixed in formaldehyde, not shipped in formaldehyde</i>		
3	6	Pail of 50	Delta	140-1641-50	Preserved sheep heart in pericardium-pail		
4	80	500 ml	Flinn	P0102	Phenol 88% 500 ml bottles		
5	6	4L	Spectrum	416001722	Propylene Glycol - 4 liter plastic bottle		
6	4	4x1gallon	Fisher	04-355-226	95% Ethyl alcohol - case of 4 x 1 gallon bottles (4 gallons total)		
7	6	20 L cubitainer	Spectrum	LC15760-56009	Isopropyl alcohol 70% 20 liter cubitainer		
8	24	1ml	Carolina	218200	Carolina 10 X loading dye- 1 ml		
9	1	pk 6	Fisher	120097B	Benchtop broken glass boxes		
10	200	Pack of 72	Carolina	63-2010	Carolina Standard microscope slides- 25x75mm, 72 per box		
11	250	Box of 18	Carolina	63-3247	Carolina Glass Cover Slips- 22x22mm, No. 2 glass, 18 per box- student pack		
12	1	1 case of 1000	Daigger	EF18264	Genskin, powder free, nitrile gloves- size large		
13	1	1 case of 1000	Daigger	EF18265	Genskin, powder free, nitrile gloves- size Xlarge		

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Item #	QTY	Unit	Vendor	Catalog Number	Product Description	Individual Cost	Total Cost
14	3	1 case of 1000	Daigger	EF18263	Genskin, powder free, nitrile gloves- size medium		
15	3	1 case of 1000	Daigger	EF18262	Genskin, powder free, nitrile gloves- size small		
16	30	280 per box	Carolina	633950	Kimwipes Cleaning tissue- 4.5"x8.5"; 280 per box		
17	1	case of 4000	Wards	365519	Alcohol Pads- individually wrapped, pk 4000		
18	10	4" x 125 ft. roll	Carolina	21-5600	Parafilm		
19	2	4 liters	Carolina	848215	Biuret Reagent, 4 liter		
20	6	4 liters	Carolina	868122	3% Hydrogen Peroxide- 4liters		
21	4	pack of 500	Fisher	02-707-359	1.5ml Microcentrifuge tubes with tether screw cap. Sterile. Pack of 500.		
22	2	pack of 5000	Fisher	50-202-025	1.5ml cell treat micro centrifuge tubes, pk 5000		
23	2	pk. Of 25	Carolina	736126	Serological Pipets Polystyrene Sterile 25 x 0.2ml		
24	25	pk of 50	Carolina	736122	Disposable Sterile Plastic Pipettes, individually wrapped- 1mL capacity		
25	20	pk of 50	Carolina	736124	Disposable Sterile Plastic Pipettes, individually wrapped- 5 x 0.1mL mL capacity		
26	6	pk 200	Fisher	07-200-12	Disposable Sterile Plastic Pipettes, individually wrapped- 10 x 0.1mL mL capacity		
27	6	10 pkgs of 100	Fisher	23-400-111	Polyester tip/ plastic shaft applicators- 6" sterile, 2 per envelope, sterile Case of 10 pkgs of 100		
28	10	5 yards	Wards	150015	Cheesecloth 5 yards, pack of 5		
29	1	10 rolls	Carolina	215620	Labeling tape (package of 10 assorted colors; autoclavable)		

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Item #	QTY	Unit	Vendor	Catalog Number	Product Description	Individual Cost	Total Cost
30	1	case of 100	Fisher	01828E	Polypropylene printed red Biohazard bags- 37x48"- red-2ml thick-pkg 100		
31	1	case of 200	Fisher	01828D	Polypropylene printed red Biohazard bags- 25X35"- red-2ml thick-pkg 200		
32	3	10 racks of 96	Daigger	EF3653PR	Eppendorf epT.I.P.S. micropipet tips 2-200ul 10 racks of 96		
33	3	10 racks of 96	Daigger	EF3650PR	Eppendorf epT.I.P.S. micropipet tips 0.1-10ul 10 racks of 96		
34	3	10 racks of 96	Daigger	EF3655PR	Eppendorf epT.I.P.S. micropipet tips 50-1000 ul 10 racks of 96		
35	2	500 pk	Ward's Scientific	152092	Thin Stem pipettes- 6", pack 500		
36	1	case of 48	Wards	159828	Masking Tape 3/4" case of 48		
37	20	Vial of 100	Wards	381600	Blank Sterile Discs- vial of 100		
38	20	500gram	Fisher	DF0369-17-6	Tryptic Soy Agar - 500 gram plastic bottles		
39	4	500gram	Fisher	B11343	Litmus Milk- 500 gram bottles		
40	8	500gram	Fisher	B11768	Tryptic Soy Broth - 500 gram bottles		
41	2	500 grams	Daigger	EF12636C	MacConkey's Agar - 500 grams		
42	2	500gram	Fisher	DF0252-17-6	Muellar Hinton Agar - 500 gram bottles		
43	2	500gram	Spectrum	74321828	Mannitol Salt Agar - 500 gram		
44	2	500gram	Spectrum	74330651	Starch Agar - 500 grams		
45	2	500gram	Fisher	B11317	Kligler's Iron Agar - 500 grams		

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Item #	QTY	Unit	Vendor	Catalog Number	Product Description	Individual Cost	Total Cost
46	2	500gram	Fisher	B11620	Simmon Citrate Agar - 500 grams		
47	2	500gram	Fisher	B11383	MRVP broth- 500 gram		
48	2	500gram	Fisher	B11514	Phenol Red Dextrose Broth - 500 grams		
49	2	500gram	Fisher	B11519	Phenol Red Lactose Broth - 500 grams		
50	2	500gram	Fisher	B11527	Phenol Red Mannitol Broth - 500 grams		
51	2	500gram	Fisher	B11539	Phenylethyl Alcohol Agar- 500 grams		
52	2	500 grams	Carolina	156783C	Difco Bacto Agar, 500 grams		
53	6	Case of 500	Daigger	EF7117B	Petri dishes - sterile, polystyrene 60 x 15 mm		
54	12	Case of 500	Daigger	EF7117D	Petri dishes - sterile, polystyrene 100mm x 15 mm		
55	3	Case of 1000	Fisher	14-961-27	Culture tubes w/ plain end 13 X 100 mm		
56	3	Case of 500	Fisher	14-958K	Fisher plain end test tubes, 20x 150mm, case of 500		
57	1	Case of 1000	Fisher	14-957-91	Kimble Kim Kap Disposable Closures. Polypropylene. 13mm O.D. Natural. Case of 1000		
58	6	12 books of 50	Fisher	S17499	Paper Bibulous books- 50 sheets per book, size 4x6", 12 books per pack		
59	3	pkg 75	Fisher	B4331746	BD Dryslide- Oxidase Reagent testing- each slide contains 4 reaction areas		
60	2	500 grams	Bio Rad	166-0472EDU	Bio Rad Luria Agar Powder - 500 grams		
61	2	250	Fisher	22363608	Dispoable inoculating loop and needle, 1ul, individually wrapped. 250 pk		

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Item #	QTY	Unit	Vendor	Catalog Number	Product Description	Individual Cost	Total Cost
62	2	250	Fisher	22-363-600	Dispoable inoculating loop and needle, 10ul, individually wrapped. 250 pk		
63	2	1 liter	Carolina	886987	Safranin- 1 liter		
64	4	1 liter	Carolina	867485	Hucker Ammonium Oxalate Crystal Violet, 500ml. For gram stain.		
65	2	1 liter	Carolina	875795	Methylene Blue Loeffler Solution- 500ml		
66	1	1 liter	Carolina	852707	Carbol-Fuchsin Ziehl Neelsen, 1 liter		
67	3	culture	Ward's Scientific	851025	<i>Serratia marcescens</i> living culture tube- red pigmnet at 25 degrees		
68	3	culture	Ward's Scientific	851173	<i>P. aeruginosa</i> living culture tube		
69	3	culture	Ward's Scientific	851035	<i>S. epidermidis</i> living culture tube		
70	3	culture	Ward's Scientific	851178	<i>S. aureus</i> living culture tube		
71	3	culture	Ward's Scientific	851100	<i>E. faecalis</i> living culture tube		
72	3	culture	Ward's Scientific	851166	<i>M. phlei</i> living culture tube		
73	3	culture	Ward's Scientific	850228	<i>Bacillus subtillis</i> living culture tube		
74	3	culture	Ward's Scientific	850033	<i>E. aerogenes</i> living culture tube		
75	3	culture	Ward's Scientific	850700	<i>P. fluorescens</i> living culture tube		
76	3	culture	Carolina	154941	<i>C. freundii</i> living culture tube		
77	3	culture	Carolina	155240A	<i>Proteus vulgaris</i> micro kwik culture tube		

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Item #	QTY	Unit	Vendor	Catalog Number	Product Description	Individual Cost	Total Cost	
78	3	culture	Carolina	154928	<i>Bacillus catarrhalis</i> living culture tube			
79	6	culture	Carolina	154931A	<i>Chromobacterium violaceum</i> living culture tube			
80	3	culture	Carolina	155155	<i>Micrococcus luteus</i> lving culture tube			
81	3	culture	Carolina	155160	<i>Micrococcus roseus</i> living culture tube			
82	3	culture	Wards	851154	<i>Bacillus megaterium</i> living culture tube			
83	3	culture	Wards	850411	<i>E. coli</i> living culture tube			
84	3	culture	Carolina	154872	B. cereus living culture tube			
85	3	culture	Carolina	155420	S. lutea, living culture tube			
86	1	pack of 200	Fisher	01-812-54	Instant sealing sterilization pouch, 200 pk. 10" x 5.25"			
87	2	each	Carolina	671440	Instant Ocean- makes 50 gallons			
Shipping Charges								
Grand Total								

Enter Grand Total on Page 11 – Bid Form. Total should include all shipping/handling charges.

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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

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CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

_____ 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)

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ELIGIBILITY CERTIFICATION AND NON-COLLUSION AFFIDAVIT

STATE OF _____

_____ COUNTY

The undersigned bidder or agent, being duly sworn, on oath says that he/she has not, nor has any other member, representative, nor agent of the firm, company, corporation, or partnership represented by him/her entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding.

The undersigned bidder further states that no person, persons, firms, or corporation has, have or will receive directly or indirectly any rebate, fee, gift, commission, or thing of value on account of such sale.

(Bidder or Agent)

for:

(Firm or Corporation)

Subscribed and sworn to before me this _____ day of _____, 200_____.

My commission expires:

(Notary Public) CERTIFICATION

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 with over 51% ownership)

- 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.
- 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.

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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.

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

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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 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), understands that disclosure of any information, by any means, for a purpose or to an extent unauthorized herein, shall be grounds for immediate

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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 Waubensee 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 Waubensee 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 Waubensee 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: 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.