



INVITATION TO BID
Due in the Purchasing Office on/before:
September 21, 2018 @ 2:00 p.m. CST

PROJECT: 09-18-001 Snow Removal Bid

Waubonsee Community College (WCC) is accepting sealed bids for snow and ice removal for all four college campuses as specified for the 2018-2019 winter season. This contract may be awarded in whole or in part, and prices will remain firm for the entire winter season. Award of this bid is dependent on weather and is not a commitment to purchase.

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AUTHORIZATION OF BID RESPONSE

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

Authorized Signature and Typed or Printed Name

Address

City

State

Zip Code

Telephone Number

Fax Number

Date

Email Address

Proposals 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 proposal.

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

BID FORM

SUGAR GROVE

<u>Snowfall Amount</u>	Plowing Asphalt Lots	Plowing Brick Paver Lots	Plowing Roads
1"-2" snowfall	\$ _____	\$ _____	\$ _____
2.1"-4" snowfall	\$ _____	\$ _____	\$ _____
4.1"-6" snowfall	\$ _____	\$ _____	\$ _____
6.1"-8" snowfall	\$ _____	\$ _____	\$ _____
>8.1" snowfall	\$ _____	\$ _____	\$ _____

Rock Salt Application	Asphalt Lots	Roads
Per occurrence	\$ _____	\$ _____

Calcium Chloride Application	Brick Paver Lots
Per occurrence	\$ _____

AURORA DOWNTOWN CAMPUS

<u>Snowfall Amount</u>	Plowing Brick Paver Lot	Shoveling Walks
1"-2" snowfall	\$ _____	\$ _____
2.1"-4" snowfall	\$ _____	\$ _____
4.1"-6" snowfall	\$ _____	\$ _____
6.1"-8" snowfall	\$ _____	\$ _____

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>8.1" snowfall \$ _____ \$ _____

**Calcium Chloride
Application**

Brick Paver Lot

Sidewalks

Per occurrence \$ _____ \$ _____

AURORA FOX VALLEY CAMPUS

Snowfall Amount

Plowing Asphalt Lot

Shoveling Walks

1"-2" snowfall \$ _____ \$ _____

2.1"-4" snowfall \$ _____ \$ _____

4.1"-6" snowfall \$ _____ \$ _____

6.1"-8" snowfall \$ _____ \$ _____

>8.1" snowfall \$ _____ \$ _____

**Rock Salt
Application**

Asphalt Lot

Per occurrence \$ _____

**Calcium Chloride
Application**

Sidewalks

Per occurrence \$ _____

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PLANO CAMPUS

<u>Snowfall Amount</u>	Plowing Brick Paver Lot	Shoveling Walks
1"-2" snowfall	\$ _____	\$ _____
2.1"-4" snowfall	\$ _____	\$ _____
4.1"-6" snowfall	\$ _____	\$ _____
6.1"-8" snowfall	\$ _____	\$ _____
>8.1" snowfall	\$ _____	\$ _____
Calcium Chloride Application	Brick Paver Lot	Sidewalks
Per occurrence	\$ _____	\$ _____

SUBCONTRACTORS – Identify any subcontractor to be used on this contract.

ACKNOWLEDGEMENT OF ADDENDA:

Addenda # _____

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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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GENERAL INFORMATION

College Background

1. Waubensee Community College is over 50 years old and currently has four campuses. The main campus has 14 buildings and is located in Sugar Grove, Illinois, a town 60 miles west of Chicago. The total enrollment is approximately 6,000 full time and 12,000 part time students. The college has approximately 1,400 employees.

Instructions

1. Responses to this BID shall be submitted in a sealed envelope to the address below. **Envelopes must be clearly identified with the name of the BID and Due Date/Time.** Bids received after the time and date specified will not be considered. Submit two (1 original, 1 copy) of the bid submittal to:

Waubensee Community College
Finance Department c/o Purchasing
Dickson Center, DKN 259
4S783 State Route 47
Sugar Grove, IL 60554

1. Any correspondence or questions concerning the bid should be addressed to purchasing@waubensee.edu. All questions must be in writing and will be answered by addendum. The provision of information to one bidder, which is not disseminated to all bidders is considered a felony by law. 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.
2. Complete and return all pages of this bid document.
3. Bidders must acknowledge all addenda on the bid form.
4. All bid prices must be good for a period of 60 days from the date of opening.
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. A Bid bond is NOT required for this project.
7. A performance and payment bond is NOT required for this project.
8. Erasures or changes in bids must be initialed. White-out is NOT permitted.
9. Bids may be withdrawn by written request from Bidder or his agent prior to the date and time established for opening of bids.
10. Before the contract is awarded, the successful Bidder shall furnish to the college for approval a complete list of all subcontractors they intend to use on the work.
11. The Bidder will be held responsible for the material, storage and installation as specified.
12. The college reserves the right to award this project to one vendor or split the award based on the best interests of the college.
13. 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.
14. 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.

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SCOPE OF WORK

General Understanding

1. Work is based on seasonal needs, is performed on an as needed, as specified basis.
2. Award of bid is not a commitment to purchase.
3. Bidder is responsible to furnish all tools, material, and labor to complete the scope unless otherwise noted.
4. A bid bond, and a performance and materials bond is not required for this project.
5. It is the Bidder's responsibility to examine the site and field verify conditions under which the work is to be done. No allowance will be made for extra expense on the account of error.
6. Awarded Bidder shall deliver MSDS sheets, if any are related to this project, to the college.
7. All work will be performed by trained professional and competent personnel. Overall site condition will be monitored and reported as needed. Payments will be made monthly.
8. Contractor shall provide its own employees, equipment, and supplies necessary to complete the Services described here under which include clearing all drive lanes, fire lanes, parking areas, sidewalks adjacent to buildings and public sidewalks.
9. Contractor will comply with all federal, state and local governmental laws, regulations, codes and ordinances.
10. All work shall be completed in a workmanlike manner consistent with customary industry practices.
11. Contractor shall be responsible for damage to the Property caused by snow removal operations including, but not limited to, buildings, curbs, parking blocks, islands, sidewalks, light poles, signs, landscaping, paving or striping of the Property or equipment used in connection therewith. Any damage must be reported to the Building and Grounds Manager immediately.
12. Contractor agrees to complete the Snow Control Sheet for each plow and salting, and then email or fax to the Building and Grounds Manager after each occurrence. This Snow Control Sheet is provided at the end of this bid document for each plow and salting. To receive payment, this sheet must be attached to the invoice.
13. Contractor agrees to provide the Building and Grounds Manager with all current contact names & phone numbers that are available 24 hours / 7 days per week including holidays.

Specific to Snow Event

1. Sidewalks and building entranceways are to be treated as "Zero Tolerance" for snow and ice. These areas are to be cleared and treated for any amount of snow and ice accumulation or at the request of the Building and Grounds Manager at any time regardless of day or night.
2. Contractor must be able to respond within in **one** hour at the request of the Building and Grounds Manager to address minor ice and snow spots on the walkways and entrance ways to the buildings at the Aurora Fox Valley, Plano, and Aurora Downtown campuses.
3. The Sugar Grove Campus is considered an "On Call" site. The Contractor will only respond if called by the Building and Grounds Manager. All other sites the contractor is to respond as specified in #4 below.
4. Contractor **MUST** obtain authorization from the Buildings and Grounds manager and then begin plowing at the Property as soon as the snow or ice accumulates, or is contacted by the Building and Grounds Manager, regardless of the time of day or night or the day of the week.
5. Contractor shall supply and mechanically spread deicing rock salt after notification to and approval of Building and Grounds Manager. Contractor shall spread calcium chloride on walkways. Calcium chloride will not harm concrete and landscaping.

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6. For snowfalls up to 6" depth, all snow shall be plowed away from the buildings and pushed to the farthest end of the parking lot. No snow shall be piled up and stacked around light posts, or onto islands or landscaping.
7. For snowfalls of more than 6" depth, all snow shall be plowed away from the buildings. Contractor may wind row snow. Note: wind rows will be removed at no additional cost. Contractor will relocate snow that has accumulated during the Term, if such accumulation begins to impair access to the Property entrance, fire lanes, interior roadways or designated parking stalls.
8. Contractor shall return during the day to plow uncleared parking stalls. If a majority of the parking stalls are still occupied, contractor must return the next day to plow as many stalls as possible and complete by 8AM.
9. All fire hydrants, emergency phones and handicap stalls must be kept free from snow and easily accessible.
10. When snow begins to fall with heavy and rapid accumulations shortly before or during business hours, Contractor will begin plowing the snow from the parking lot using the fastest method possible. In some cases this means wind rowing snow at islands or even light posts and it is understood that the snow will be removed from such places.
11. Contractor shall not create drifts in front of dumpster enclosures, fire lanes, or entrances, on sidewalks or blocking walkways and agrees to remove Contractor-created drifts at no additional cost. If Contractor does not remove the drifts in front of the fire lanes and dumpster enclosures, Contractor agrees to pay any expenses incurred by the College for removal of said drifts.
12. Contractor agrees to contact the Buildings and Grounds manager if for some reason the entire Property cannot be completely plowed within two (2) hours after snow or ice has stopped falling.
13. All brick paver locations are to be plowed utilizing a urethane blade on the plow.
14. Calcium Chloride is to be used as a melting agent on all brick paver and concrete applications unless an alternate is specified by the contractor and agreed to by the Building and Grounds Manager.

Campus Locations

Sugar Grove Campus, 4S783 State Route 47, Sugar Grove IL. 60554

Plano Campus, 100 Waubonsee Dr., Plano, IL 60545

Aurora Fox Valley Campus, 2060 Ogden Ave. Aurora, IL 60507-7222

Aurora Downtown Campus, 18 S. River St. Aurora, IL 60506-4134

1. Work to be performed consists of a complete snow and ice control program for the following areas of the College property:
 - a. Asphalt Parking Lots
 - b. Brick Paver Parking Lots
 - c. Roads
 - d. Sidewalks
 - e. Building entries

Sugar Grove Campus

1. Asphalt Parking Lots

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a. Plowing

- i. Contractor will provide pricing based on the amount of snowfall present on the ground at time of service. Pricing will be based on the following rates of snowfall accumulation.
 1. 1"-2"
 2. 2.1"-4"
 3. 4.1"-6"
 4. 6.1"- 8"
 5. 8" and greater

b. Salt Applications

- i. Contractor will provide pricing on a per occurrence basis for the application of rock salt in parking lots

2. Brick Paver Parking Lots

a. Plowing

- i. Contractor will provide pricing based on the amount of snowfall present on the ground at time of service. Pricing will be based on the following rates of snowfall accumulation.
 1. 1"-2"
 2. 2.1"-4"
 3. 4.1"-6"
 4. 6.1"- 8"
 5. 8" and greater

b. Calcium Chloride Applications

- i. Contractor will provide pricing on a per occurrence basis for the application of Calcium Chloride in the brick paver parking lots.
 1. 1"-2"
 2. 2.1"-4"
 3. 4.1"-6"
 4. 6.1"- 8"
 5. 8" and greater

3. Roads

a. Plowing

- i. Contractor will provide pricing based on the amount of snowfall present on the ground at time of service. Pricing will be based on the following rates of snowfall accumulation.
 1. 1"-2"
 2. 2.1"-4"
 3. 4.1"-6"
 4. 6.1"- 8"
 5. 8" and greater

b. Salt Applications

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- i. Contractor will provide pricing on a per occurrence basis for the application of rock salt in parking lots
4. Sidewalks and Entrance ways
- a. Shoveling Walks
 - i. Contractor will provide pricing based on the amount of snowfall present on the ground at time of service. Pricing will be based on the following rates of snowfall accumulation.
 - 1. 1"-2"
 - 2. 2.1"-4"
 - 3. 4.1"-6"
 - 4. 6.1"- 8"
 - 5. 8" and greater
 - b. Calcium Chloride Applications
 - i. Contractor will provide pricing on a per occurrence basis for the application of Calcium Chloride

Plano Campus

- 1. Brick Paver Parking Lots
 - a. Plowing
 - i. Contractor will provide pricing based on the amount of snowfall present on the ground at time of service. Pricing will be based on the following rates of snowfall accumulation.
 - 1. 1"-2"
 - 2. 2.1"-4"
 - 3. 4.1"-6"
 - 4. 6.1"- 8"
 - 5. 8" and greater
 - b. Calcium Chloride Applications
 - i. Contractor will provide pricing on a per occurrence basis for the application of rock salt in parking lots.
- 2. Sidewalks and Entrance ways
 - a. Shoveling Walks
 - i. Contractor will provide pricing based on the amount of snowfall present on the ground at time of service. Pricing will be based on the following rates of snowfall accumulation.
 - 1. 1"-2"
 - 2. 2.1"-4"
 - 3. 4.1"-6"
 - 4. 6.1"- 8"
 - 5. 8" and greater

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- ii. Calcium Chloride Applications
 - 1. Contractor will provide pricing on a per occurrence basis for the application of Calcium Chloride

Aurora Downtown Campus

- 1. Brick Paver and Asphalt Parking Lots and Roads
 - a. Plowing
 - i. Contractor will provide pricing based on the amount of snowfall present on the ground at time of service. Pricing will be based on the following rates of snowfall accumulation.
 - 1. 1"-2"
 - 2. 2.1"-4"
 - 3. 4.1"-6"
 - 4. 6.1"- 8"
 - 5. 8" and greater
 - ii. Calcium Chloride Applications
 - 1. Contractor will provide pricing on a per occurrence basis for the application of Calcium Chloride in parking lots and Roads.
- 2. Sidewalks and Entrance ways
 - a. Shoveling Walks
 - i. Contractor will provide pricing based on the amount of snowfall present on the ground at time of service. Pricing will be based on the following rates of snowfall accumulation.
 - 1. 1"-2"
 - 2. 2.1"-4"
 - 3. 4.1"-6"
 - 4. 6.1"- 8"
 - 5. 8" and greater
 - ii. Calcium Chloride Applications
 - 1. Contractor will provide pricing on a per occurrence basis for the application of Calcium Chloride

Fox Valley Campus

- 1. Asphalt Parking Lots
 - a. Plowing
 - i. Contractor will provide pricing based on the amount of snowfall present on the ground at time of service. Pricing will be based on the following rates of snowfall accumulation.
 - 1. 1"-2"
 - 2. 2.1"-4"
 - 3. 4.1"-6"
 - 4. 6.1"- 8"
 - 5. 8" and greater
 - ii. Salt Applications

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1. Contractor will provide pricing on a per occurrence basis for the application of rock salt in parking lots

2. Sidewalks and Entrance ways
 - a. Shoveling Walks
 - i. Contractor will provide pricing based on the amount of snowfall present on the ground at time of service. Pricing will be based on the following rates of snowfall accumulation.
 1. 1"-2"
 2. 2.1"-4"
 3. 4.1"-6"
 4. 6.1"- 8"
 5. 8" and greater

 - ii. Calcium Chloride Applications
 1. Contractor will provide pricing on a per occurrence basis for the application of Calcium Chloride.

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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.

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INSURANCE AND INDEMNITY REQUIREMENTS

2. **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.
3. **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.
4. **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 \$1,000,000 each accident and covering any auto.
 - d. Umbrella Liability Insurance: Written in the amount of no less than \$2,000,000 each accident.
5. **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.

END OF DOCUMENT