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COLLEGE OVERVIEW

Waubonsee Community College (WCC), located forty-five miles west of Chicago, Illinois, has served more than 300,000 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. 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.

Campus Locations

Main Campus

Waubonsee Community College Sugar Grove, Rte. 47 at Waubonsee Drive, Sugar Grove, Illinois 60554

Extension Campuses

Waubonsee Community College Plano Campus, 100 Waubonsee Drive, Plano, Illinois 60545

Waubonsee Community College Aurora Downtown Campus, 18 South River St. Aurora, Illinois, 60506

Waubonsee Community College Fox Valley Campus, 2060 Ogden Ave, Aurora, Illinois 60504

GENERAL REQUIREMENTS

Summary

Waubonsee Community College (WCC) (also referred to as Owner and College) seeks sealed bids from qualified contractors to provide landscape renovation services for the Baseball Field.

A mandatory attendance pre-bid meeting will be held on Friday, January 18, 2019 at 1:00 p.m. in the Field House, Room 251, Sugar Grove Campus

Schedule

- Bid Publication Date Thursday, January 10, 2019
- Pre-Bid Meeting Friday, January 18, 2019 at 1:00 p.m. in Field House 251
- Last Day for Submittal of Questions Tuesday, February 5, 2019
- Bids Due to the college Friday, February 8, 2019 at 2:00 p.m.
- Recommendation of Award Wednesday, March 20, 2019
- Substantial Completion August 1, 2019

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. Bids may be withdrawn by written request from Bidder or his agent prior to the date and time established for opening of Bids.
3. All late, faxed or emailed Bids will be rejected.
4. All Bid prices must be good for a period of ninety (90) days from the date of opening.
5. The award of the contract will be made within ninety (90) days after the opening of BIDS to the lowest responsive and responsible bidder whose bid complies with all requirements prescribed herein.
6. Bid summary will be posted to the college's purchasing webpage after award of orders.
7. If the Bid is not awarded within ninety (90) days after the opening of bids, a Bidder may file a written request with the Purchasing Manager on the withdrawal of their bid, and the Purchasing Manager will permit such withdrawal.
8. 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.
9. The college reserves the right to award this project to one vendor or split the award based on the best interests of the college.
10. Vendors involved in providing servicing under this project require a minimum of five years' experience.
11. The college reserves the right to reject or accept any or all Bid responses, to extend the bidding period, to waive technicalities in the documents or rebid prior to award of the Contract.
12. The college will issue a purchase order after award of orders.
13. Invoices will be paid monthly for work completed. The college's payment terms are net 30 days.
14. Any **Change Work Orders** must be submitted to the college in writing and approved by the college in writing prior to the scope change taking place.
15. 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.
16. **Certified Payroll** will be required to verify adherence to prevailing wage requirements.
17. Waubonsee Community College encourages the participation of qualified 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.
18. WCC belongs to the following consortiums and Group Purchasing Organizations: E&I (Educational and Institutional Cooperative Purchasing); Sourcewell, US Communities; TCPN/National IPA; Midwest Higher Education Compact Consortium, and the Illinois Public Higher Education Cooperative. If you have pricing agreements with any of these organizations, pricing should minimally reflect these discounts. The college expects to be provided with the best available pricing.
 19. All bid responses will become the property of Waubonsee Community College. All materials received or created by the college are considered **public records** and subject to disclosure to third parties in accordance with the **Freedom of Information Act (FOIA)**. These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other information submitted by a vendor to the college.
 - a. If the Respondent requests that the college withhold their trade secrets, commercial information or financial information from disclosure to a third party in response to a FOIA request, the Respondent must include in its submittal:
 - i. A written notification specifically identifying such information
 - ii. A statement that disclosure of such information will cause competitive harm to the Respondent
 - b. Any content not so marked by the Respondent at the time of submittal will be presumed to be open to public inspection

Instructions

1. Contractor is responsible to verify all field conditions prior to bidding and commencing work.
2. Contractor is responsible to furnish all tools, material, and labor to complete the scope unless otherwise noted.
3. Provide one (1) original and two (2) copies of your Bid in a sealed envelope.
4. Bid submittals must include all pages noted on the cover page of this bid document.
5. Erasures or changes in bids must be initialed. White-out is NOT permitted.
6. Any visits to the Sugar Grove campus by the Bidder or any subcontractors is to be scheduled with Campus Operations with at least 24 hours' notice. Contact Pete Adams, WCC Project Manager at 630-466-2912.
7. Bidders may not contact any college employee to discuss this IFB. **All correspondence or questions concerning the IFB should be addressed to purchasing@waubonsee.edu.** 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.
8. Bidders 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.
9. Provide the names and full contact information of any subcontractors to be used on this project. Subcontractors are subject to college approval.

SCOPE OF WORK

Summary

The primary scope of work is to re-shape and re-grade the infield and to correct a settlement issue that runs across the center and left outfields in the existing baseball field on the Sugar Grove Campus. The baseball field is approximately 40 years old. The dip in the outfield developed as a result of settlement related to a sanitary sewer line extension project performed several years ago.

Approach, Plan of Work and Timeline

1. Contract award expected immediately after the March 20, 2019 Board Meeting
2. The existing field is expected to be available for work to begin at the conclusion of the spring Baseball season. The latest date the field would be available would be June 1, 2019.
3. Field could possibly be available earlier depending on how long playoffs run. WCC will notify the contractor immediately upon conclusion of the spring baseball season.
4. The Field must have new turf properly established and be in game ready condition by Sunday August 18, 2019.
5. Failure to substantially complete the Work on the dates set forth will result in significant economic losses to the College. Contractor agrees to perform the Work fully and in all things execute and substantially complete the Work before the scheduled dates as set forth.
 - a. Should the Contractor fail to substantially complete the Work by the date set forth, or as such date may be amended, in writing, by WCC, Contractor agrees to pay and will apply to WCC for each and every day of such delay in completion of the Work beyond the dates set forth, the sum of \$125.00 as liquidated damages.

General Conditions

1. Communications
 - a. Provide a primary point of contact to WCC PM.
 - b. All project related communications to WCC are to go through the WCC PM.
 - c. If any scope changes or field decisions are discussed, written documentation clarifying the change and any additional charges must be given to WCC PM.
 - d. Any scope or field changes must be given written approval by the WCC PM.
 - e. Any visits to the Sugar Grove campus by the Contractor or any subcontractors is to be scheduled with WCC PM with at least 24 hours' notice.
 - f. All visitors must check-in at the Campus Operations building upon arriving on campus and sign out at departure. If a work crew is arriving, one (1) member of the crew is responsible to check-in and out.
2. Safety of Persons and Property
 - a. WCC is NOT in charge of the Work or in control of the Work. The obligation of the Contractor shall be construed to include, but not be limited to injury or damage

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upon failure to use or misuse by the Contractor, his agents and employees of any scaffold, hoist, crane, stay, ladder, support of other mechanical contrivance erected or constructed by any person or any or all other kinds of equipment, whether or not owned or furnished by the Contractor. The Contractor expressly agrees that he is exclusively responsible for compliance with OSHA and local regulations for construction and that he is the "employer" within the meaning of those regulations. Any provision in the Contract Documents in conflict with this paragraph shall be null and void.

3. Underground Utility Location

- a. Contractor is responsible for Underground Utility Locating prior to digging.
- b. Contractor is NOT required to subcontract their services, but the colleges most regularly contracted locating contractor is:

Lucky Locators Inc.

Lucky or Sean Angelo

847-458-1530

service@luckylocators.com / luckylocators@sbcglobal.net

4. Surveying

- a. All surveying required to complete the project scope is at the expense of the bidder.
- b. The college does not have a current detailed survey of the infield or the settled area of the outfield.
- c. Perform and supply to WCC As-Built survey(s) to verify the shape and grading of the infield and the resolution of the settlement in the outfield.
- d. Contractor is NOT required to subcontract their services, but the colleges most regularly contracted surveying contractor is:

Marchese & Sons Inc.

Paul W. Marchese

630-894-5680

pwm@marchese-sons.com

5. Work Restrictions / Clean-up:

- a. Restroom facilities in the adjacent buildings may be used by workers while on campus, but care is to be taken not to track significant amounts of mud, etc. into the buildings.
- b. Campus Roads are to be kept clean to the extent possible while work is taking place.
- c. If mud is tracked on to the roadways, it is to be scraped/bladed off at the end of each work day before leaving campus.
- d. If necessary, affected roadways are to be power swept at the conclusion of the project at the bidder's expense.

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- e. On-Site Work Hours: Work shall be generally performed during normal business working hours of 7:00 a.m. to 6:00 p.m., Monday through Friday, unless otherwise indicated.
 - i. Weekend Hours: Consult with WCC
 - ii. Early Morning Hours: Consult with WCC
 - iii. Hours for Utility Shutdowns: Consult with WCC
 - iv. Hours for Core Drilling or other noisy activity: Consult with WCC

 - f. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by WCC or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - i. Notify WCC not less than 2 (two) days in advance of proposed utility interruptions
 - ii. Do not proceed with utility interruptions without WCC's written permission

 - g. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to WCC occupancy with WCC.
 - i. Notify WCC not less than 2 days in advance of proposed disruptive operations

 - h. Nonsmoking Campus: Smoking is NOT permitted on the Waubensee Community College Campus. Smoke breaks may be taken inside vehicles.
 - i. Controlled Substances: Use of tobacco products and other controlled substances is not permitted within the building or on Project Site.
6. Storage of Materials:
- a. Contractors to store all materials and equipment in a place that it will not serve as a barrier to entrances or become a nuisance as determined by WCC.
 - b. Materials are to be stored per manufacturer requirements/recommendations.
7. Safety Appliances And First Aid:
- a. The Contractor shall provide such safety appliances for his equipment as may be required by the insurance companies and Federal, State, and Local Ordinances to protect employees from any harm. The Contractor shall furnish a complete First-Aid outfit for the use of all workmen on the job, whether or not they are in his employ.

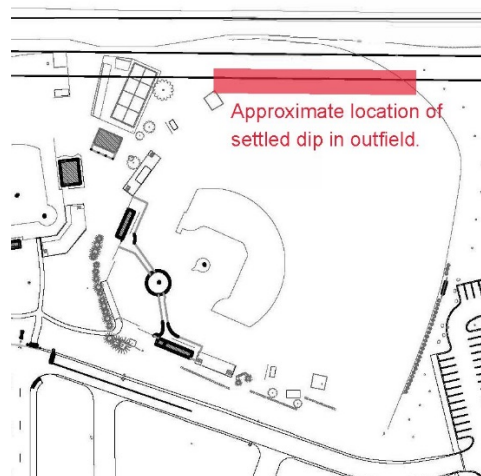
The project is generally divided into two scopes of work as described below.

Infield Scope

1. Infield is to be demolished and restored as needed to meet NCAA standards for dimensions and elevations including a 1% slope to ensure proper drainage. (Sample diagram provided.)
2. The infield has varying inconsistencies in shape and elevation, but the infield turf area is estimated to be approximately 7" low near the mound and 5" low near the base paths. Also, the rear radius of the infield is approximately 10' larger than it should be.
3. Existing field mix is to be removed & hauled on campus. Final dump location to be determined by WCC and is currently anticipated to be east of the adjacent softball field.
4. Install new Sure-Hop Red infield mix.
5. Install New Home Plate, Pitching Rubber, bases and corresponding anchors meeting NCAA standards.
6. Install 2" PVC pipe for Water connection from existing hydrant off northwest corner of the baseball field to 10' directly behind the pitcher's mound. Includes a 1" or 1 ½" female quick coupler inside a valve box to be installed at or just below finished grade.

Outfield Scope

1. As previously noted, there is a settled dip across left and center field above a Fox Metro Sanitary sewer line extension from many years ago. Approximate location reflected on map below.
2. The existing turf should be stripped and area filled with pulverized topsoil to raise to grade, maintaining an approximately 1.0% slope for proper drainage and meeting existing grades at the limits of construction. Proposed topsoil depth shall be 6-inches minimum.
3. Install seed, fertilizer, and straw mulch to establish new turf after grade has been adjusted.



4. Turf, Fill, and Field Mix Specifications
 - a. Seed with Athletic Seed mix, 10 lbs. per 1000 sq. ft. using slit seeder @ 2" spacing
 - b. Fertilize with 20-10-10

- c. Straw Mulch all turf areas after seeding to prevent rain from washing out topsoil.
 - d. Infield Mix: 70-80% Sand and 20-30% Silt and Clay, as manufactured by Sure-Hop, Red Infield Mix. Infield mix section and depth shall be per manufacturer's recommendation.
5. Grading/Drainage
- a. Finished grade shall slope to drain (1.0%) and be free of depressions or other irregularities after compaction of soil and installation of turf and/or infield mix.

Alternate #1 – Sod

- 1. Install sod versus seed and straw.
- 2. Sod Specifications
 - a. Sod roll should be a "Large Roll" with a minimum width of 30"-36" and being a minimum of 5 blends (all Kentucky Blue Grass varieties) that is resilient to drought and frost.
 - b. Turf should be dense, green, consistent turf void of any bare or patchy areas of more than 9 square inches. Smooth, level playing surface compacted and level to grading tolerances.

Warranty

- a. For a period of six (6) months after the conclusion of the project, if standing water is found deeper than 1/2" and 6' or greater in diameter, contractor is responsible to return to address the issue at their expense.
- b. Contractor is not responsible to address issues that arise as a result of field usage.

Submittals

- 1. A minimum of one (1) month prior to commencing work, submit product specifications or cut sheets for WCC review and approval.
- 2. WCC is required to respond within two (2) weeks of receiving submittals.
- 3. Products requiring submittals include, but are not limited to:
 - a. Bases, Pitching Rubber, & Home Plate (including anchors, as applicable)
 - b. Any clay, aglime, topsoil, or other fill material along with a brief explanation of their intended usage
 - c. Infield Mix
 - d. Seed Mix
 - e. Fertilizer
 - f. Straw Mulch
 - g. PVC water piping
 - h. Ground Valve box
 - i. Quick Coupler
 - j. Sod (Alternate #1 – If applicable)

Watering New Turf Areas

1. Contractor is responsible to provide detailed watering instructions in writing to college so turf will be properly established as quickly as possible.
2. After Installation of Seed, Fertilizer and Straw, the college is responsible to manage regular watering of newly established turf areas per the contractor provided instructions.
3. WCC is to be notified of plans to install Seed, Fertilizer, & Straw with at least 48 hours' notice so manpower can be arranged for watering.

Protection

1. All landscaping and hardscape/pavement are to be protected. Contractor is responsible to protect or restore turf and stone shoulders between campus roadways and work areas.
2. Plywood or other means should be used to protect pavement from damage by dumpsters or any other equipment as needed.
 - a. WCC is to be consulted in advance, if existing landscaping must be altered to allow for work to progress.
 - b. WCC is to be notified immediately if landscaping outside the scope of work is damaged in the course of performing work.
3. 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.
4. The Contractor shall use all means to protect existing objects, structures and vegetation. 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.

Closeout Procedures

1. Project Close-out Meeting:
 - a. Schedule and conduct a post construction meeting with WCC to review and ensure project has been satisfactorily completed and all close-out requirements are understood.
2. Substantial Completion
 - a. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - i. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete

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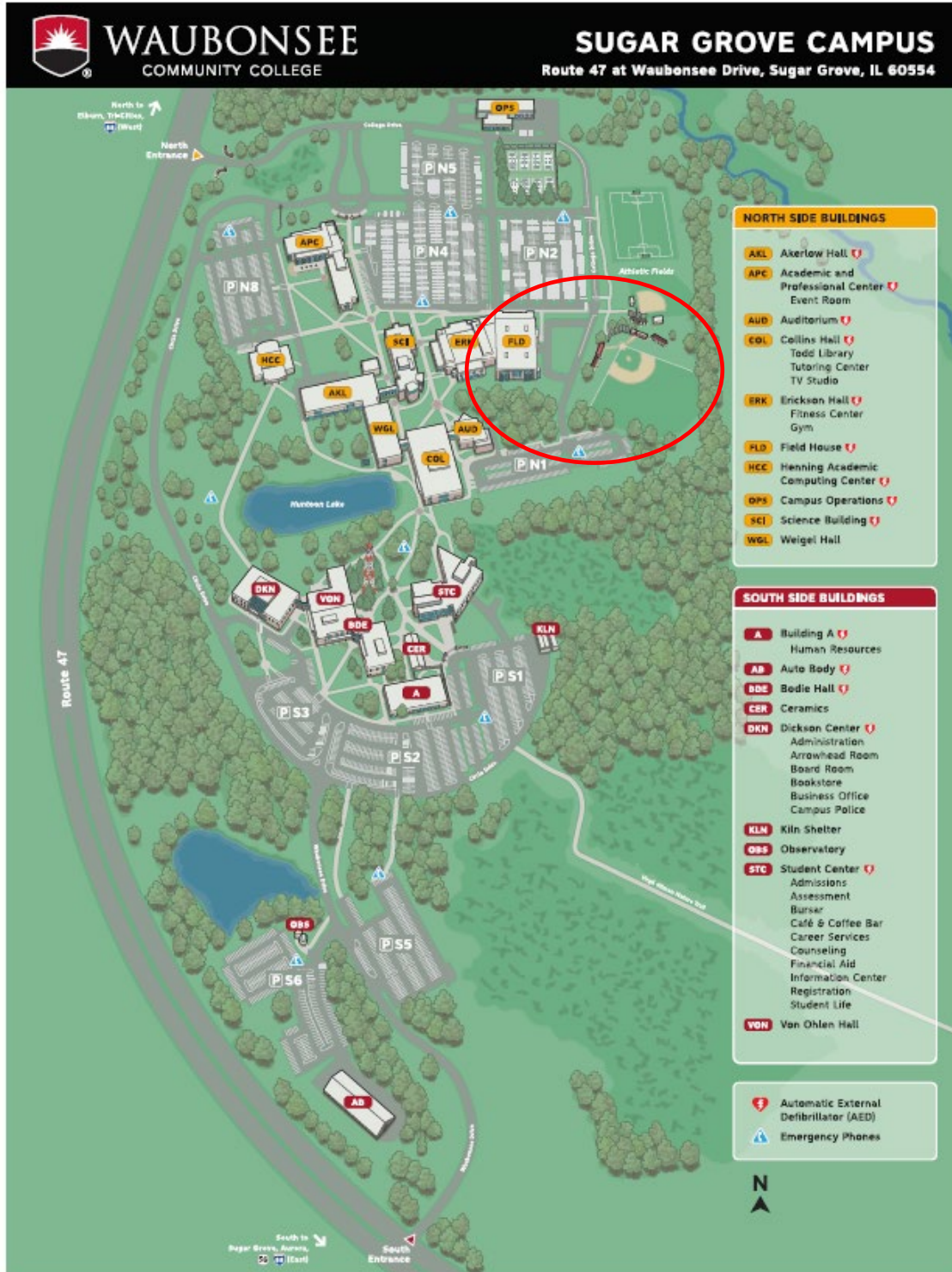
- ii. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents
 - iii. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information
 - iv. Submit changeover information related to WCC's occupancy, use, operation, and maintenance
 - v. Complete final cleaning requirements
3. Deliverables
- a. As-Built topographic survey reflecting the corrected infield & reflecting proper slope of infield to shed water.
4. Electronic Closeout Documentation
- a. Provide a complete project closeout documentation package in electronic format. This package shall include:
 - i. Issued for Construction Plans, Specs
 - ii. Project Record Documents
 - iii. Approved Submittals
 - iv. Operation and Maintenance Manuals
 - v. Warranties
 - vi. WCC training Videos (.WMV or .MP4 Format)
 - vii. Project Contact Directory
 - b. The Electronic Closeout Documentation shall be prepared by BHFX Imaging. Contractors are responsible for all Closeout Fees.
 - i. Contact Sarah Jacobs at 847-593-3161 x. 206 or sarah.jacobs@bhfx.net for Pricing and Closeout Organization Information
 - c. In order to facilitate the Electronic Closeout Documentation process, comply with the following procedures:
 - i. Contact BHFX Imaging for a Project Order Form a minimum of three months prior to the date of Substantial Completion to schedule a pre-closeout meeting. Review the following:
 - 1. Format of documents: PDF electronic format for all documents
 - 2. Folder structure for storage and transfer of files
 - 3. Schedule for collection and turn-over of closeout documentation
 - 4. Record Document format procedures: Provide clean and accurate paper copies of the marked-up Record Documents (Drawings and Specifications) for scanning
 - 5. Provide contact information for the individual responsible for the collection and transfer of the Electronic Closeout Documentation Package contents

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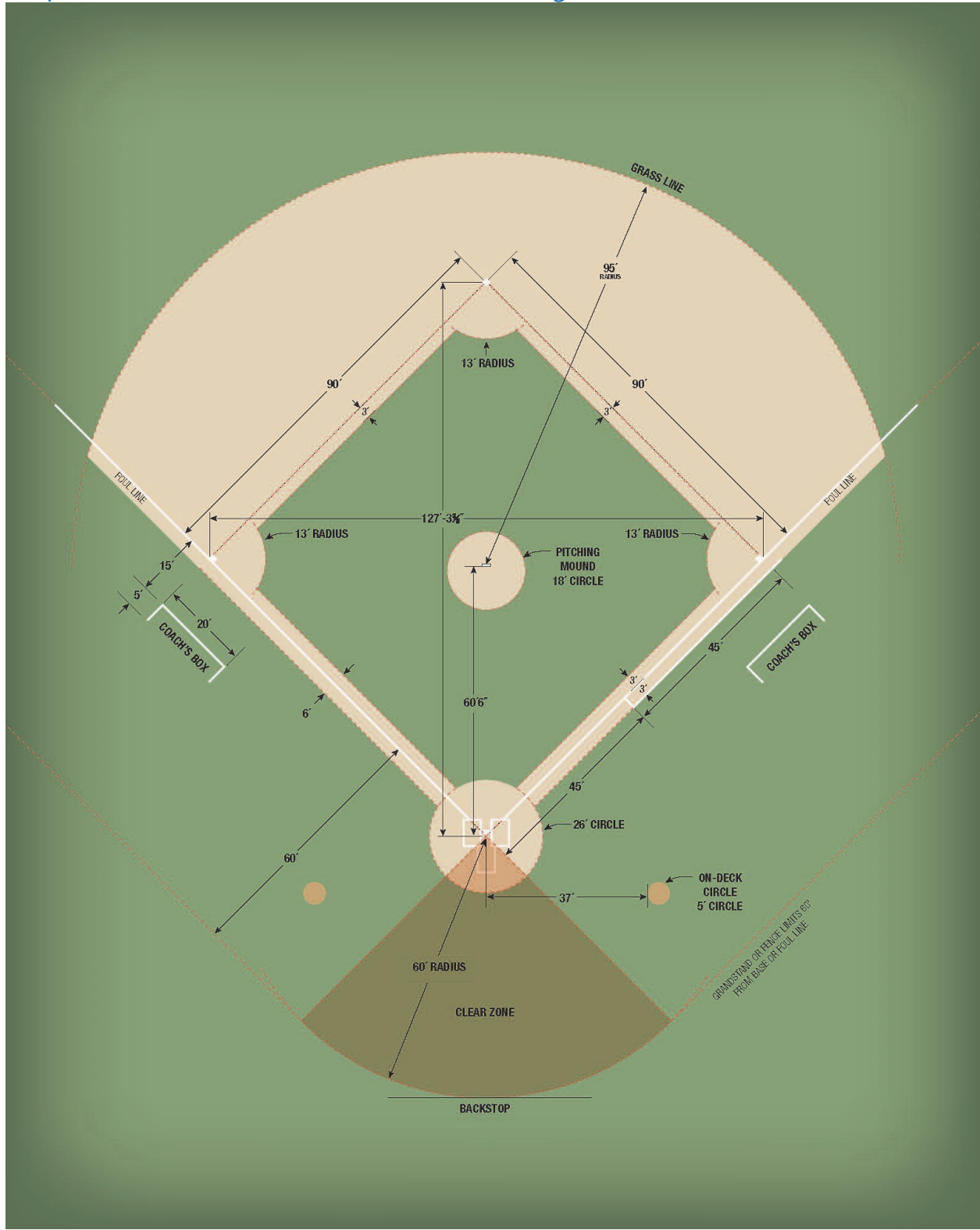
6. Review a complete listing of Electronic Closeout Documentation Package contents
 - ii. Provide all documentation to BHFX Imaging for processing no later than 30 days after the date of Substantial Completion
 - iii. Schedule a training conference with the WCC's Representative, Architect, Construction Manager and BHFX Imaging to present the completed Electronic Closeout Documentation Package

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College Map / Field Location



Sample NCAA Field Dimension & Elevation Diagrams



Bid Authorization

I HEREBY AUTHORIZE THIS BID, ACKNOWLEDGING THAT I UNDERSTAND AND AGREE TO THE PROVISIONS OF THIS BID. 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.

Name of Company

Address

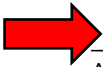
City

State

Zip Code

Telephone Number

Fax Number



Authorized Signature

Date

Print Name

Title

Email Address

CERTIFICATIONS

All Bidders are required to complete and sign this form.

Completed form must be returned with Bid no later than the advertised Bid deadline. Failure to return this completed form may result in disqualification.

Bidders are cautioned to carefully read these certifications prior to signing below. Signing this page shall constitute a warranty by the undersigned that all of the statements, certifications and information set forth within these certifications are true, complete and correct as of the date signed. The undersigned is notified that if the college learns that any of the following certifications were falsely made, any contract entered into with the undersigned shall be subject to termination.

1. Prevailing Wage Act. To the extent required by law, Contractor shall not pay less than the prevailing wage as established pursuant to an Act Regulating the Wages of Laborers, Mechanics, and Other Workman employed under Contract for Public Workers 820 ILCS 130/1 et seq. Our company certifies that it is eligible for bidding on public contracts and has complied with section 11a of the Prevailing Wage Act, 820 ILCS 130.01-12.
2. Human Rights Act. To the extent required by law, Contractor shall abide by the Illinois Human Rights Act, 775 ILCS 10/0.01 et seq.
3. Drug Free Workplace. To the extent required by law, Contractor shall abide with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 et seq.
4. Sexual Harassment Policy. Contractor represents by the signing of this agreement that it has a written sexual harassment policy that is in accordance with 775 ILCS 5/2-105 (A) (4).
5. Non-debarment. By executing this agreement Contractor certifies that it has not been debarred from public contracts in the State of Illinois for violating either 33E-3 or 33E-4 of the Public Contracts Act, 720 ILCS 5/33E-1 et seq.
6. Fair Employment Practice: Company is in compliance with all State and Federal laws regarding Fair Employment Practice as well as all rules and regulations.
7. Our company has an Equal Employment Opportunity and Affirmative Action Program which complies with Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and the Rehabilitation Act of 1973.
8. Our company certifies that it is eligible for bidding on public contracts and is not in violation of either paragraph 33E-3 or 33-E-4 of Public Act 86-150, 720ICLS 5 with regards to bid rigging/bid rotating.
9. When required by law, the bidder and all bidder's subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training as required by Illinois Public Act 093-0642.

Authorized Signatory: _____ **Date:** _____

CONFLICT OF INTEREST DISCLOSURE AND NON-COLLUSION FORM

All Bidders are required to complete and sign this form. Completed form must be returned with Bid no later than the advertised Bid deadline Failure to return this completed form may result in disqualification of Bid.

Conflict of Interest Disclosure

Waubonsee Community College is requiring that any and all relationships with the college, its administrators, trustees, committee member, or any other employee of the college be disclosed in writing as a part of any bid submitted. Contact in regards to this Bid with any employee of Waubonsee Community College during the pre-award period, except as noted in the solicitation, is strictly forbidden and is considered sufficient grounds for dismissal from the IFB/RFP process.

Define the relationship with any Waubonsee Community College administrator, trustee, committee members, or their immediate family member, with which your company or any of its owners, officers, trustees, employees does business with, or for which there is an opportunity to influence a related college decision.

Bidder certifies that there is no known conflict of interest with any WCC administrator, trustee, committee member or employee of the college.

Non-Collusion Statement

The undersigned affirms that he/she is duly authorized to execute this contract and that this company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other Bidder, and that the contents of this Bid as to prices, terms or conditions of said Bid have not been communicated by the undersigned, nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Bid.

The undersigned further affirms that this Bid 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 Signatory)

_____ Title

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.

Identify Business Status* (___ MBE ___ WBE ___ DBE ___ VOB)

- 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 on the Illinois Business Enterprise Program, please visit:

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

**Note: MBE (Minority Business Enterprise); WBE (Women-owned Business Enterprise); DBE (Disadvantaged Business Enterprise); VOB (Veteran-owned Business)*

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

Appendix A: WCC's 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.
- 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

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

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

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

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

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

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

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

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- 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 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

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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.

Appendix B: 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.

END OF DOCUMENT