



REQUEST FOR PROPOSAL

RFP NAME: Water Treatment

RFP NUMBER: 07-19-001

RFP DUE: Friday, July 19, 2019 at 1:00 p.m. Central

All correspondence or questions concerning this RFP should be addressed to purchasing@waubonsee.edu.

To Be Returned with RFP

- AUTHORIZATION FORM
- CERTIFICATIONS
- CONFLICT OF INTEREST DISCLOSURE AND NON-COLLUSION FORM
- STATE OF ILLINOIS BUSINESS ENTERPRISE INFORMATION FORM
- REFERENCES

Prepared by: Theresa Larson, Purchasing Manager
Volume: 1.0

Sugar Grove

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

Aurora Downtown

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

Aurora Fox Valley

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

Plano

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

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COLLEGE OVERVIEW

Waubonsee Community College (WCC), located forty-five miles west of Chicago, Illinois, has served more than 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 Campus, 45783 State Route 47, 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

RFP Schedule

- RFP Publication Date Monday, July 1, 2019
- Closed to Questions Tuesday, July 16, 2019
- RFP Due Friday, July 19, 2019 at 1:00 p.m.
- Recommendation of Award Wednesday, August 21, 2019

Information

1. RFP documents are available for download from the college's purchasing webpage at <https://www.waubonsee.edu/local-businesses-employers-and-vendors/bidrfprfi-opportunities>.
2. **RFP is not binding on WCC.** This RFP is not a binding offer by WCC and acceptance of the terms of this RFP by any Respondent shall not create a binding contract with WCC. WCC reserves the right to negotiate the terms and conditions of any agreement that may result from this Request for Proposal process, including the terms set forth herein and in any proposal. Any future contract that may be awarded must comply with college procurement requirements.
3. **Proposals Shall Constitute An Offer.** A proposal submitted in response to this RFP shall constitute

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an offer of the Respondent. The signature of a person who is legally authorized to execute contractual obligations on behalf of the Respondent shall indicate acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the Respondent of all terms and conditions as set forth herein, unless the response specifically indicates otherwise. A Respondent shall identify clearly and thoroughly any variations between its proposal and the RFP in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of any contract that may result from this RFP, except as outlined or specified in the RFP.

4. The college reserves the right to award this project to one vendor or split the award based on the best interests of the college.
5. The college reserves the right to reject or accept any or all responses, to extend the due date, to waive technicalities in the documents or repost prior to award of the Contract.
6. Respondents may not contact any college employee directly to discuss this RFP. All correspondence or questions concerning the RFP should be addressed to purchasing@waubonsee.edu.
7. All questions will be responded to by addendum or through the discussion board on Blackboard. Do not expect an immediate answer.
8. Proposals may be withdrawn by written request from Respondent prior to the date and time established for the opening.
9. All late proposals will be rejected.
10. All proposals must be signed by a duly authorized representative of the firm; all unsigned proposals will be rejected.
11. Awarded Respondent will be notified after award of orders.
12. All proposal prices must be good for a period of ninety (90) days from the date of opening.
13. The price proposed is the full purchase price, including all materials and labor, service costs, delivery to destination, rigging expenses, balancing provisions no matter what the cause for imbalance, and includes all transportation and handling charges, premiums on bonds, 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.
14. Proposals shall be prepared simply and economically, providing a straightforward description of the respondent's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content, including all attachments and work samples.
15. There is no express or implied obligation for the college to reimburse firms for any expenses incurred in preparing proposals in response to this request.
16. The college may issue a purchase order upon award by the college's Board of Trustees or after a fully negotiated and executed contract is signed.
17. Invoices are paid monthly for work completed or as negotiated in the executed contract.
18. The college's payment terms are net 30 days.
19. 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.
20. 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

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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.

21. 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.

Evaluation Process

1. The college reserves the right to:
 - a. Accept or reject any or all proposals
 - b. Select the proposal most responsive to the college's needs
 - c. Award the contract to the firm who will best serve the interests of the college at the college's sole discretion
 - d. Require a firm to submit any evidence of its qualifications as the college may deem necessary and to consider any evidence available such as financial, technical and other capabilities, including performance experience with past and present users
 - e. Request additional information or clarifications and to allow corrections of errors and omissions
 - f. Waive minor irregularities or variations to specifications in the process
 - g. Conduct any investigation of the qualifications of any firm that it deems appropriate
2. A selection committee consisting of the staff from the college will review all proposals and make a determination. Some factors may include:
 - a. Professional capacity to take on the work.
 - b. Proposed fee structure
 - c. Ability to perform within time and budget constraints
 - d. Evaluation of potential work plans
 - e. Previous work experience and performance with similar institutions
 - f. Recommendations by references
 - g. Other pertinent information submitted
3. The college may invite one or more finalists to have key personnel who would be engaged in the provision of the services make presentation(s) and/or discuss the proposal. The college will not be liable for expenses incurred in attending this interview.
4. At the college's discretion, the college may invite one or more finalists for a second interview. The college will not be liable for expenses incurred in attending this interview.
5. The college will conduct contract negotiations with the firm whose proposal is deemed most responsive to the college's needs. Until the college acts formally to approve a contract, and until such contract is signed by both parties, the college is legally obligated in no respect. By this

Request for Proposal, the college has not committed itself to undertake the work set forth.

Confidentiality & Proposal Ownership

1. RFP Ownership: All proposals to the RFP will become the property of Waubonsee Community College and will not be returned.
2. Public Records Act: 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.
3. 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:
 - a. A written notification specifically identifying such information
 - b. A statement that disclosure of such information will cause competitive harm to the Respondent
4. Any content not so marked by the Respondent at the time of submittal will be presumed to be open to public inspection.

SCOPE OF WORK

Summary

Through this Request for Proposal ("RFP"), Waubonsee Community College seeks proposals from qualified firms for an annual cost for Boiler Water Treatment and Cooling Tower Treatment at all College locations. Waubonsee Community College will coordinate the services to coincide with the other areas of work to minimize disruption to building employees and to bring test dates in alignment.

Timeline

1. The contract will be effective from the signature date, unless otherwise documented in the contract, and will remain in effect for three (3) years, with an option to renew for two (2) additional one-year periods.
2. Respondents should include a copy of their standard agreement with RFP.
3. Waubonsee Community College estimates a start date in August 2019, after award.

General

1. Firms involved in providing services under this project require a minimum of five years' experience.
2. The Respondent will be held responsible for material, storage and installation.
 - a. Send your submittal to Waubonsee Community College, Purchasing Office, 4S783 State Route 47, Dickson Center, Room 259, Sugar Grove, IL 60554. Responses to this RFP shall be submitted in a sealed envelope to the address above. **Envelopes must be clearly**

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identified with the name of the RFP and Due Date/Time. Proposals received after the date and time specified in this RFP will not be considered.

3. Erasures or changes in proposals must be initialed. White-out is NOT permitted.
4. Respondents may not directly contact any college employee to discuss this RFP. **All correspondence or questions concerning the RFP 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.
5. Respondents are responsible for checking the college's purchasing webpage for updates to the RFP and will be required to acknowledge receipt of the addenda in the RFP response.
6. Subcontracting - All work for this contract is to be performed by the selected firms own staff. Subcontracting any portion of this project will not be allowed without written authorization from the college.

Specifications

Systems To Be Treated

1. Cooling Towers: The following table outlines the cooling towers to be treated for an average operation of 12 hours/day and 210 days/year, pH control, and desired cycles of concentration of 4. Successful bidder shall provide both an EPA registered Oxidizing and Non-Oxidizing biocide, each fed three (3) days per week.

Tower #	Location	Tons	System Vol.	Estimated Makeup (gal per year)	% Load
1	Main Plant	236	3000	68,000	5%
2	Henning Computing Center	100	2000	205,000	40%
3	Collins Hall	281	3000	790,000	45%
4	Von Ohlen Hall	420	3000	970,000	40%
5	Main Plant	371	4000	1,300,000	60%

2. Makeup Water Quality: Successful bidder shall utilize the following makeup water quality from client's raw water source:

Conductivity 570 µmhos/cm	Total Alkalinity 290 mg/L	Calcium Hardness 174 mg/L	Magnesium Hardness 121 mg/L
Total Hardness 295 mg/L	Chloride 9.1 mg/L	Copper 0.09 mg/L	Iron 0.05 mg/L

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3. Closed Loops: Client has multiple closed hot and chill water loops that experience very little makeup. Please provide pricing to treat 1,000 gallons of makeup to 1000ppm of nitrite. **At all Campus Locations!**

Acid is not recommended, however, due to the makeup water, acid can be used to increase the cycles of concentration at select towers.

4. Given the status of our current control systems we are looking to obtain the best available technology that has the following capabilities:
 - a. The college is concerned with the amount of liquid chemicals being used and stored on campus. In an effort to reduce our carbon footprint, reduce freight charges and increase safety, the college is asking for solid chemical feed and control programs for the cooling systems. This ensures the least amount of packaging material is used and makes storage easier due to the concentrated form of the chemistry. Minimal handling is allowed but must be minimized (i.e. placing solid bricks in feeder/dispenser is allowed). Training regarding proper PPE shall be provided at no additional cost. In addition, biocides should be handled with care to minimize contact with operators and workers. In order to minimize our liability in this regard, we require the following regarding chemical packaging, delivery and storage.
5. Equipment Requirements: This list is meant to be a general list of requested and representative equipment. Bids submitted with alternate equipment solutions will be disqualified.
 - a. No Chemical Feed Pumps for Biocide and Corrosion inhibitor
 - b. No Chemical Base Tanks or drums other than for sulfuric acid feed
 - c. The cooling tower recirculating water shall be the drive water for continuous feed OR in a side stream make up line feed proportional with makeup water flow.
 - d. Cooling System Integrated Controllers use existing Walchem Controller)
6. Service Requirements: The use of commonly-accepted industry norms from the water treatment industry, such as CTI, as it applies to HVAC systems will be used to assess the performance and results of the water treatment program and supplier.

Service Plan

1. Awarded contractors shall provide, and update as needed, a Service Plan for the facility included in this RFP. Service Plans, at a minimum, shall include:
 - a. A water treatment plan for each system
 - b. Treatment chemicals, products and equipment per water treatment plan including delivery
 - c. Site testing equipment supplies and training to support water treatments
 - d. On site monthly water system testing and electronically delivered service report
 - e. Provide necessary means to have corrosion coupons installed in each applicable location and provide necessary analysis and monitoring of the conditions within the systems equipment.
 - f. Subcontractors are not allowed in this project unless previously approved by the appropriate Waubensee Community College personnel.

Product Delivery

1. All scale and corrosion inhibitors shall be rated as "non-hazardous" materials with respect to DOT shipping and handling requirements. All scale and corrosion inhibitor packages used shall be delivered in packages weighing 27 lbs. or less per container and all non-oxidizing biocide packages

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used shall be delivered in packages weighing 15 lbs. or less per container (to prevent back injuries) and packaged in 100% recyclable materials. Non-oxidizing biocide shall be individually packaged in containers that prevent human contact with the biocide during application of the product.

2. Treatment chemical shall be a solids-based inhibitor containing 100% actives. Solid chemistry is defined as a dry tablet containing no water. Pastes are not solids. NO liquid inhibitor will be considered. Solid chemistry should be non-chromate, non-polluting program that is capable of copper corrosion inhibition and bio-dispersion. Due to the un-predictable nature of the dissolution process, these inhibitors may only be used with real time, continuous chemical inhibitor measurement in the tower water. This measurement must include read-out of the total product in the water and the active ingredient in the water at any given time.
3. Bidder shall provide estimates for equipment updates required to maintain existing solids based program.
4. Plastic drums or stainless-steel containers filled with liquid products are not acceptable for inhibitor or biocides as this presents the potential for spillage, chemical spray, and increases risk for human contact with the concentrated chemical biocide.

Chemical Shipping Requirements

1. Chemical containers or boxes must be capable of shipping overnight for emergency use.
2. Deliveries must not require specialized training or additional safety precautions.
3. Boxes of solid chemistry must be capable of being stored in a cabinet to minimize chemical footprint.
4. Please outline your firm's program to handle the above requirements. Include copies of your program administration manuals, pictures of current applications (names removed) and any additional information to ensure the requirements are met.

Inventory Management

1. Awarded contractor shall regularly track and maintain sufficient inventory to completely eliminate any product/analytical reagent stock outs.

Automation & Control Instrumentation

1. Awarded contractor shall be required to calibrate, monitor and recommend appropriate maintenance requirements for the equipment, and offer training on proper PM procedures.

Service Reporting

1. The awarded contractor shall be required to provide electronically-written service reports for each site visit and for all systems in operation.
2. Provide weekly visits through cooling season including the Plano Campus Hot Loop, Aurora Downtown Campus Hot Loop and Aurora Fox Valley Campus Hot Loop.

Program Administration Manuals

1. The awarded contractor shall provide each location with a written and electronic copy of a Program Manual updated as needed that includes the following information:
 - a. Chemical Safety (SDS)
 - b. Chemical Applications
 - c. Program Guidelines and Operation
 - d. Control Limits
 - e. Troubleshooting Guide(s)

- f. On-Site Analytical Testing Procedures and Information

Equipment Networked Capabilities

1. The awarded contractor shall utilize current hard-wired network capable controllers.

Business Reviews

1. The awarded contractor shall be required to conduct an Annual Business Review to Waubonsee Community College, to ensure program objectives are achieved.

90-Day Start-up & Transition Plan

1. The successful start-up of a new water treatment program is of paramount importance to ensure no interruption in operation. The awarded contractor shall provide a Start Up & Transition Plan for review and acceptance within 30 days after award of contract.

Detailed List of Available Tests

1. The awarded contractor shall have the following capabilities:
2. Detailed Water Testing, including all common ionic species
3. Deposit Analysis
4. Metallographic Analysis (corrosion coupons, pipe samples and failure analysis)
1. Ion Exchange Resin Analysis
2. Differential Microbiological Analysis
3. In addition, contractor shall note their capabilities for:
4. Legionella testing
5. Other laboratory services

Samples

1. The awarded contractor shall collect and analyze samples as specified in the agreed-upon service plan. Additional samples collected outside of the service plan must be approved by Waubonsee Community College in advance and in writing in order to be eligible for payment.

Operator Technical Training

1. The awarded contractor shall provide Operator training on-site at the beginning of the contract, and upon request of Waubonsee Community College facilities personnel.

PROPOSAL REQUIREMENTS AND FORMAT

Format

1. Firms shall provide a straight-forward, concise description of your firm's capability to satisfy the requirements of this RFP and perform the work described in this RFP. Prepare your responses to this RFP in the format and sequence specified below. Respond specifically to each item in the order as provided. Failure to comply may result in the college rejecting your proposal as non-responsive.
2. **Hard Copy** - Firms shall provide one (1) original and two (2) copies of their submittal.

- a. Do not submit binders. Stapled or coil bound is acceptable.

Authorization

1. Submittal response must include a signed Authorization Form and all documents noted on the cover page.

Firm Information

1. Provide a brief description of your firm, including but not limited to the following:
 - a. Company name with address and telephone. Name of the principal(s) of the firm.
 - b. Name, telephone number, and email address of a representative of the firm authorized to discuss the proposal.**
 - c. Addresses of all offices of the firm. Identify the office which will fulfill this agreement.
 - d. Number of employees of the firm.
 - e. Number of years in business under current name and any past corporate names or affiliations.
 - f. Statement of whether there are any ongoing, pending, or potential legal actions against the firm.
2. Describe the organization, date founded and ownership of your firm and regulatory bodies your firm reports to. Has the firm experienced a significant change in organizational structure, ownership or management during the past three years and, if so, please describe.
3. Identify any work to be subcontracted and provide company name, contact information, deliverables to be produced and tasked to be performed.
 - a. Waubensee Community College reserves the right to reject any subcontractor.
 - b. If a subcontractor or supplier is needed to fulfill contract requirements, please consider using a small or disadvantaged business. The State's policy is to promote small businesses, including those owned by Veterans, businesses owned and controlled by minorities, females, and persons with disabilities, and sheltered workshops for the severely disabled. We encourage the use of these companies on State contracts and in your commercial activities. See <https://www.illinois.gov/cms/business/sell2/bep/Pages/default.aspx> for more information regarding these programs.

Experience

1. Describe your firm and its capabilities.
2. Detail the firm's direct experience in providing expertise and services for water treatment.
3. Key management and key personnel that would be assigned to this project. Indicate which principals and associates from your firm would be involved in providing services to the college. Provide appropriate background information for each such person and identify his or her responsibilities. Principals involved in providing servicing under this project require a minimum of five years' experience.
4. Provide a minimum of three (3) education client references for similar services performed, preferably services performed for community colleges.

Sample Agreement and Terms & Conditions

1. Provide a sample copy of your firm's agreement for these services, and a copy of your firm's Terms and Conditions.
2. Waubensee Community College reserves the right to negotiate all terms and conditions.

Other Documentation

1. Provide a Service Plan for each WCC facility included in this RFP. Include minimum requirements provided earlier in this document.
2. Provide a sample Start-up and Transition Plan from a similar implementation.
3. Provide a detailed list of available tests and describe your firm's total capabilities for analytical testing, both in-house and outsourced.
4. Provide an example chapter/section from your firm's Operator Technical Training Program which covers boiler and cooling water systems.
5. Provide a description of your firm's Chemical Safety/OSHA Training Programs.

Proposal and Fee Structure

1. Provide a complete Pricing Schedule indicating an annual cost based on the data provided in this document for Water Treatment. Pricing schedule must include all applicable shipping charges, and identify any other charges (e.g. fuel surcharges).
2. Provide the estimated cost for the appropriate hardware to dispense the solid product for each tower system.
3. Provide hardware costs on corrosion coupons and racks. This will be on an as-needed basis.
4. Provide cost for Chlorination feeders that will be used to run the bromine tabs. This will be on an as-needed basis.
5. Hourly rates for additional services not included in the proposed scope of work.

Additional Documentation

1. Provide a sample copy of your firm's contract for these services including all terms and conditions.
2. Firms may provide brochures, reports or other information in support of this proposal as an attachment to the proposal in 8.5" x 11" format. Do not include oversized brochures or sales materials. Catalogs or brochures may not be submitted in lieu of responses to an item.
3. Discuss any topics not covered in this RFP that you would like to bring to the college's attention.

RFP AUTHORIZATION FORM

All Respondents are required to complete and sign this form.

I HEREBY AUTHORIZE THIS PROPOSAL, ACKNOWLEDGING THAT I UNDERSTAND AND AGREE TO THE PROVISIONS OF THIS RFP. I WARRANT THAT ALL INFORMATION PROVIDED IN THE SUBMITTED PROPOSAL 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.

Name of Company

Address

City

State

Zip Code

Telephone Number

Fax Number

Authorized Signatory

Date

Print Name

Title

Email Address

Questions to be Answered

1. Is this bid part of a consortium or cooperative contract? If yes, identify consortium/cooperative and contract name/number:

Acknowledgement of Addenda (if any)

I acknowledge having received addenda # _____.

CERTIFICATIONS

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

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

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 proposal submitted. Contact in regards to this Proposal 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 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.

Respondent 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 Proposal in collusion with any other Company, and that the contents of this Proposal as to prices, terms or conditions of said RFP 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 Proposal.

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

Firm Name: _____

By: _____
(Authorized 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 as a minority owned, woman owned, disadvantaged or veteran owned business so that the College may comply with the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575/1, et seq.

Providing the information below is for information only and does not weigh on award of contract.

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 please visit:

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

REFERENCES OF SIMILAR WORK PERFORMED

Contact Name Phone

Company / Organization Name

Address

City State ZIP Code

Contact Name Phone

Company / Organization Name

Address

City State ZIP Code

Contact Name Phone

Company / Organization Name

Address

City State ZIP Code

Appendix A - 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 \$5 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