



## REQUEST FOR PROPOSAL

**RFP NAME: ANNUAL PAINTING MAINTENANCE SERVICES FOR SMALL PROJECTS**

**RFP NUMBER: 10-20-002**

**RFP DUE: Friday, November 13, 2020 @ 2:00 P.M. Central**

Waubonsee Community College (Waubonsee) seeks sealed proposals from qualified Firms (also referred to as Contractor, Respondent, Company and Vendor) to provide painting maintenance services at all campuses on an as needed basis at an hourly rate. This work is for small projects, under \$10,000. Hourly rates to include all costs, overhead, profit, etc. Work may be performed at any of the four campus locations, for small projects less than \$10,000. The agreement will be for three years with the option to renew for two additional one-year periods. This RFP does not imply a guarantee of purchase.

**All correspondence or questions concerning this RFP should be addressed to [purchasing@waubonsee.edu](mailto:purchasing@waubonsee.edu).**

**Submit your proposal in electronic format by email to [purchasing@waubonsee.edu](mailto:purchasing@waubonsee.edu). Do not send or deliver a hard copy to the college.**

**Pages to be completed and included with proposal response:**

- Price Sheet
- RFP Authorization Form
- Certifications
- Conflict of Interest Disclosure and Non-Collusion Form
- State of Illinois Business Enterprise Program Information Form
- Contractor's Firm Information and Experience
- References

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**Version: 1.0**

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## COLLEGE OVERVIEW

Waubonsee Community College (Waubonsee), 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, Waubonsee 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. Waubonsee 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, Waubonsee 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 Tuesday, October 27, 2020
- Closed to Questions Tuesday, November 10, 2020 at 12:00 noon
- Responses Due Friday, November 13, 2020 at 2:00 p.m.
- Recommendation of Award Wednesday, December 16, 2020

### Information

1. Waubonsee Community College does not guarantee any dollar amount or how many times this contract may be utilized during the life of the contract.
2. The annual contract period will be January 1, 2021 through December 31, 2021, with two (2) additional twelve-month periods.
3. RFP documents are available for download from the college's purchasing webpage at <https://www.waubonsee.edu/local-businesses-employers-and-vendors/bidrfprfi-opportunities>.
4. 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](mailto:Purchasing@Waubonsee.edu).
5. All work performed as a result of this Painting bid is subject to the college's Standard Terms and Conditions incorporated and made as part of this RFP. No work shall be performed prior to the issuance of a Waubonsee Community College purchase order with authorized signatures. All work

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must be approved in writing and in advance. Contractor(s) shall comply with all procedural instructions issued by the Campus Safety and Operations Department.

- a. Terms and Conditions may be downloaded from the college's website or requested by email to [purchasing@waubonsee.edu](mailto:purchasing@waubonsee.edu).
6. 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.
7. All questions regarding this RFP will be responded to by addendum. Addenda will be posted to the college's purchasing webpage.
8. All proposal prices must be good for a period of ninety (90) days from the date of opening.
9. A purchase order will be issued to the awarded Contractor. No work can begin prior to award of orders and the college has received certificates of insurance.
10. Invoices are paid monthly for work completed or as negotiated in the executed contract.
11. The college's payment terms are net 30 days.

### Proposal Submission

1. **Submit your proposal in electronic format by email to [purchasing@waubonsee.edu](mailto:purchasing@waubonsee.edu). Do not send or deliver a hard copy.**
2. Proposals received after the date and time specified in this RFP will not be considered.
3. **RFP is not binding on Waubonsee.** This RFP is not a binding offer by Waubonsee and acceptance of the terms of this RFP by any Respondent shall not create a binding contract with Waubonsee Community College. Waubonsee 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.
4. **Proposals Shall Constitute An Offer.** A proposal submitted in response to this RFP shall constitute 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.
5. All proposals must be signed by a duly authorized representative of the firm; all unsigned proposals will be rejected.
6. Proposals may be withdrawn by written request from Respondent prior to the date and time established for the opening.

### Evaluation Process

1. The college reserves the right to:
  - a. Select the proposal most responsive to the college's needs.

- b. Award the contract to the firm who will best serve the interests of the college at the college's sole discretion.
- c. 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.
- d. Request additional information or clarifications and to allow corrections of errors and omissions.
- e. Waive minor irregularities or variations to specifications in the process.
- f. Conduct any investigation of the qualifications of any firm that it deems appropriate.

### Award

1. The college reserves the right to award this project to one vendor or split the award based on the best interests of the college.
2. 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.
3. Awarded Respondent will be notified after award of orders.

### Prevailing Wage and Certified Payroll

1. All work under this agreement will consist of 'maintenance' painting which is not required to comply with the Prevailing Wage Act.
  - a. Only services provided during construction will require prevailing wage. According to the State of Illinois, painting services are to be designated as either maintenance paint work or construction paint work.
2. Certified Payroll Submittal: A copy of certified payroll for the employees that perform work at the college must be submitted with each invoice. The certified payroll shall cover the previous pay period nearest the invoice or the actual invoice period. As per state law, failure to provide certified payroll will cause Waubonsee Community College to report this incident to the State of Illinois Division of Wage and Hour Compliance, Public Contract Section for possible investigation.

### Business Enterprise Program

1. 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.

### Confidentiality & Proposal Ownership

1. All proposals to the RFP will become the property of Waubonsee Community College and will not be returned.

2. 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

Waubonsee Community College (Waubonsee) seeks sealed proposals from qualified Firms (also referred to as Contractor, Respondent, Company and Vendor) to provide painting maintenance services at all campuses on an as needed basis at an hourly rate. This work is for small projects, under \$10,000. Hourly rates to include all costs, overhead, profit, etc. Work may be performed at any of the four campus locations, for small projects less than \$10,000. The agreement will be for three years with the option to renew for two additional one-year periods. This RFP does not imply a guarantee of purchase.

### General

1. Work is to be performed by a painting company with at least five (5) years of verifiable experience. All personnel shall be capable employees thoroughly trained and qualified for the work assigned to them.
2. Contractor's personnel must observe all regulations in effect at Waubonsee Community College. While on college property, employees shall be subject to control of the college but under no circumstances shall such personnel be deemed to be employees of the college. Neither the Contractor nor his employees shall represent themselves as employees of the college.
3. **Appropriate Communications:** When performing any work on campus, the contractor must not volunteer any recommendations, opinions, feedback or other comments to anyone regarding their work. Should anyone ask about their work they should refer them to the Campus Safety and Operations Department. The purpose is to avoid anyone from providing information that is incorrect, is at an inappropriate time or conflicts with the College's normal operating procedures.
  - a. All personnel must be able to read, write, speak and understand English to sufficiently perform the duties of the position.
  - b. The physical, verbal or sexual harassment of any college student, faculty, staff, client or

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- visitor is strictly prohibited. Violation of this policy will be cause for immediate removal of this employee and possible legal repercussions.
4. The Contractor shall provide management, supervision, labor, materials, equipment and supplies, and shall be responsible for the efficient, effective, economical services on an as needed, as called basis.
    - a. Materials shall be invoiced at Contractor's cost. Contractor shall provide a copy of the materials invoice when requested.
    - b. No additional surcharges for tools and equipment required to perform services will be accepted. Waubonsee Community College reserves the right to independently purchase and/or provide any and all parts, material, supplies, or equipment required to complete any service or repair work.
    - c. Waubonsee will not pay for any trip charges.
    - d. All invoices must include detailed billing, (the hours of each employee per job, parts, etc.) and certified payroll.
  5. The Contractor shall provide estimates for work when requested. If Waubonsee deems such quote to be unreasonable, Waubonsee reserves the right to request quotes from other Contractors for such service.
    - a. All work, repairs, service and installations must have a scope of work. The scope of work must be itemized in the quote to Waubonsee.
  6. Contractor shall comply with and perform all services in accordance with all applicable federal, state and local laws, rules, regulations, ordinances, codes and manufacturer's instructions.
  7. Contractor shall make all effort to reduce to a minimum any inconvenience to the students, faculty or staff at Waubonsee properties.
  8. The college's Chief Plant Operator or college's designee must sign off on all completed work.
  9. Adequate personnel and equipment shall be provided to permit the timely completion of each project.
  10. It is the Contractor'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.
  11. Awarded Contractor shall deliver MSDS sheets to the Chief Plant Operator.
  12. The awarded Contractor warrants to the college that: (1) materials and equipment furnished will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Contractor will provide all products and materials according to manufacturer's written instructions.
  13. Warranty conditions for all materials and supplies shall be considered manufacturer's minimum standard warranty unless otherwise agreed to in writing.
  14. Waubonsee Community College expects Contractors to adhere to all Painter Association Standards while working. Care must be taken to ensure that preparation, surface and otherwise, and cleanup is thorough and orderly.



## Covid19 Guidelines

1. All Contractors must comply with the appropriate PPE as described in the College's Covid19 Protocols below. Please note these protocols may change as warranted by the college.
2. Before heading to Waubensee Community College, we ask you to do a self-assessment.
  - a. Measure your body temperature for signs of a fever (100.4° or higher)
  - b. Self-monitor for other symptoms of the virus
    - i. Cough
    - ii. Shortness of breath or difficulty breathing
    - iii. Fatigue
    - iv. Muscle or body aches
    - v. Headache
    - vi. New loss of taste or smell
    - vii. Sore throat
    - viii. Congestion or runny nose
    - ix. Nausea or vomiting, etc.
3. If you have a fever or any other symptoms, please stay home and do NOT come to campus.
4. Everyone visiting our campus must wear a mask in all common areas, including classrooms, service departments, hallways, and restrooms. Even if you are not exhibiting symptoms, you could still be sick, and a mask helps prevent you from infecting others. It also protects you in case you touch your nose or mouth.
5. If you cannot wear a mask for a medical reason, please let the Chief Plant Operator know. Your medical privacy will be maintained, but more details and documentation may be requested.
6. If you need a mask, you can pick up a free one at the Campus Operations Building upon signing in for the day.

## Materials

1. All paint, spackle, caulking, tape(s), etc. will be supplied by the Contractor.
2. All paint, spackle, caulking, etc. shall be in original, clearly labeled, sealed manufacturer's containers.
3. An approved stain blocker (for graffiti) shall be used where needed.
4. Anti-mold/mildew sealers and paints will be used in all bathrooms after a chlorine solution/anti-mold solution is used, as a preparation treatment.
5. The paint manufacturer will be Sherwin Williams, for all paint used on this contract. The Contractor will provide the college with a schedule of the paint color detail for each area.
6. Any doors that are to be painted to cover both sides including door frame with semi-gloss latex in the color as selected by the college representative. If special coverage is required due to a drastic change in the color selected, a pre-approved proposal must be submitted for the additional charge. The college has the right to reject the proposal or hire another contractor.

## Working on Campus

1. All work is expected to take place during normal business hours.

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2. Contractor's access to, or use of college facilities is strictly limited to the areas needed to perform maintenance or repairs only.
3. Contractor's personnel must work safely and adhere to all industry standards for safe work practices.
4. The Contractor will take all deliberate steps to ensure that their employees and any member of the Waubonsee Community College Community are protected from any painting/cleaning chemicals (fumes, spills, or use as specified by manufacturer) used in the performance of any contractual duties and responsibilities.
5. Contractor's personnel are required to sign-in and out at the Campus Safety and Operations building during normal business hours (Monday – Friday from 8:00 a.m. – 4:30 p.m.).
  - a. Contractor will receive a badge and key, if applicable. When signing out keys or access cards is required, the Contractor accepts sole responsibility should they be lost or stolen while in their possession. Any cost associated with replacement and/or re-keying is the responsibility of the contractor and will be deducted from the next invoice as indicated under "Damages".
  - b. Contractors will not access/enter any buildings without utilizing the college issued contractor's badge and will not enter by use of another person's access badge.
  - c. Contractors must sign out and return badges and keys at the end of end of each work day to the Campus Safety and Operations (OPS) building.
6. During non-business hours, the Contractor shall report in and out to the Campus Police Department located in Dickson Center, on the south side of campus at the beginning and end of each work day.
7. Contractor shall commence and end all services on the same workday unless approved by Waubonsee in advance.
8. Uniforms & IDs: When on College property to perform assigned duties, vehicles and personnel must be identifiable. The Contractor and all its employees shall be in uniform with visible company identification at all times.
9. Contractor's Vehicles: All Contractor vehicles must be clearly identified with company name, phone number and or logo and with any applicable state license numbers.
10. Contractor employees must present themselves with professionalism and be courteous at all times. Contractor employees must observe all College policies.

## Execution

1. The Contractor will be responsible for meeting with the college's Supervisor-in-Charge at the beginning and end of each day to schedule work, to discuss problems, and to evaluate the day's accomplishments.
2. The Contractor will be responsible for maintaining an accurate written record of square footage and rooms/areas being painted for the listed areas and submitted daily. Each area, room or office suite will be listed on the invoices.
3. Working height is up to 10 ft. The majority of the painting on campus is in rooms with 8 or 9 ft. ceilings. Any heights above 10 ft. will need a pre-approved proposal for the additional charge.

4. "Wet Paint" signs must be posted conspicuously in and around areas where work is in progress and taken down when dry to the touch.
5. All painting is to be done "to cover" unless otherwise specified. "To cover" means that the old coat of paint cannot be seen through the new coat. If more than one coat of paint is necessary, "to cover" per our description, the Contractor will be required to apply it at the Contractor's expense. Work is to be of high quality and performed in an appropriate manner and must meet Waubonsee Community College standards as determined by the college's inspection personnel.
6. Paint is to be applied according to the manufacturer's instructions. If there are any pre-existing conditions, these must be documented with a digital camera with a time-date stamp and printed to the Campus Safety and Operations office in advance of commencement of the project work. Upon review of the finished work, any areas with marks/sags/drips or areas where paint has been applied over nails, tacks, pushpins, tape (scotch, double-sided, masking, etc.) fire safety equipment, etc., or any evidence of improper application are evident after painting, paint reapplication/removal will be required of the Contractor without additional expense to Waubonsee Community College.
7. Paint must not be applied to any spackling or plaster which has not dried thoroughly or has not been properly sanded.
8. All paint must be applied by roller or brush. ***Spray painting is not permitted unless permission is given prior to the start of any given project.***
9. Paint colors will be chosen by Waubonsee Community College.
10. Surfaces that may be painted include, but are not limited to, drywall, concrete, concrete block, plaster and metal.
  - a. Any fire safety equipment (i.e., heat/smoke detectors, sprinklers, and ionization heads) which have been painted or rendered inoperable by the work will be replaced at the expense of the Contractor.
11. Sanding may cause the activation of fire alarm equipment. When sanding is expected to occur, The Campus Safety and Operations Department Supervisor-in-Charge must be notified in advance to enable turning off of local fire system devices and arranging for a fire-watch. The Contractor will assume full financial responsibility for improper activation of the fire alarms.

### Interior Preparation by the Contractor

1. FURNITURE: All furniture shall be moved out of harm's way and properly covered to protect it from damage.
  - a. Preparation includes placing all furniture in the center of the room or other safe location and properly protecting it from damage (i.e., covering it).
  - b. Furniture is not to be removed from its immediate area and must be replaced to its location after painting.
  - c. Furniture is to be returned to its original location immediately after areas are painted and dried to the touch. Furniture is to be set up according to an approved layout.
2. WINDOW TREATMENTS: All window treatments shall be removed from drapery rods or fasteners before painting and neatly folded and stored so as not to wrinkle or damage the treatments.

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They are to be re-hung after painting is completed.

3. **FIXTURES AND SIGNS:** All permanent signage removed and reinstalled where possible, to prevent paint on the signs. Removal of the following items prior to painting and replacement of same when surface is dry to the touch:
  - a. Light switches and outlet plates
  - b. Door and floor landing numbers (replacement of number decals, or stencils MUST be approved by the Campus Safety and Operations Department BEFORE work of this nature proceeds)
  - c. Shades, drapes, shelves, etc.
  - d. Light fixture canopies
  - e. All signs and plaques
4. **FIRE ALARM SYSTEMS:** No alarm will be blocked by any means, such as with tape or plastic bags without prior notification to the Campus Safety and Operations Plant Operator or Supervisor-in-Charge. No alarm panel will ever be turned off.
5. **MINOR REPAIRS:** Contractor shall perform all minor repairs on surfaces to be painted, where area to be repaired is not greater than 12" x 12".
6. **SCRAPING/SPACKLING/MOLDINGS:** Surface preparation includes scraping, plastering, spackling, nailing loose boards, moldings, etc., where needed.
7. **NAILS/TACKS/TAPE:** The contractor will be responsible for removing any foreign items, including nails, tacks, tape, pins, etc. and filling holes left by these items before painting.
8. **FEATHERED EDGE:** Areas which have been spackled or plastered are to be properly sanded to "feather the edge" and match existing wall surface and must be given a primer coat before the area is painted.
9. **PAINT FAILURE:** Paint failure due to poor surface preparation will be rejected and Waubonsee Community College will require that the work be redone shortly after notification to the contractor, without additional expense to the college.
10. **MAJOR DRY WALL DAMAGE:** Should the Contractor's on-site supervisor find major drywall damage; the supervisor shall contact the Campus Safety and Operations Supervisor-in-Charge immediately.
11. **CLEANING BEFORE PAINTING:** All debris from sanding and preparation should be cleaned up before painting.
12. **DROP CLOTHS AND TAPE:** Flooring, carpeting, and all other surfaces not to be painted must be protected. The use of clean drop cloths (or used drop cloths with dried paint) is mandatory. Waubonsee Community College strongly encourages the Contractor to use painters' tape for all baseboards, Heat/Smoke Detectors, lighting fixtures, sprinkler heads, pull stations, alarm bells/Horns, radiators, radiator enclosures, etc., to ensure a professional finish. No fire alarm should be covered without the prior approval of the college's Supervisor in Charge.
13. **OCCUPIED ROOMS:** The Contractor will confer with the Supervisor-in-Charge before painting begins if the room scheduled for painting is found (either by the Contractor or Waubonsee Community College staff) to be currently occupied and containing any personal belongings. It is important that the Contractor and their personnel understand that in such cases, the security

of the room and possessions therein are of the utmost importance. Upon discovering such a room, the room door is to be immediately closed and locked before conferring with the Supervisor-in-Charge.

14. **GRAFFITI AND STAINS:** Where graffiti or other stains are present, care must be taken to properly prepare the surface so that the marks do not "bleed through". All such areas **MUST** first be painted with a sealer coat (using the proper sealer) before the regular final coat of paint is applied. All sealer coat(s) must be dry before final coat is applied. All such areas found to have "bled through" will be redone to the college's satisfaction and at the Contractor's expense.

### Items Not to Be Painted

1. Sprinkler heads, Heat/Smoke Detectors, pull stations, fire alarm bells or horns, radiators, radiator enclosures, locks and all exposed piping, including valves, traps, and/or air valves (even if previously painted). It is imperative that the Contractor fully understands that all fire safety equipment must not be painted over, as the fire or smoke detection sensitivity will be affected by the slightest amount of paint and will render the device useless. See X. Fire Alarm System Rules.
2. Convector elements, electric heating elements.
3. Equipment having factory-applied finish, such as instrument boards, thermostats, instruments, thermometers, meters, gauges, etc.
4. Metal surfaces including finished aluminum, brass, chrome, copper, stainless steel, monel and lead.
5. Electric wall switch plates, electric wall outlet covers and electrical outlet sockets.
6. Television cable jacks, telephone jacks.
7. Door knobs, locksets, strike plates, or hinges.
  - a. Mechanically-operated self-closing door closers especially the spring housing.
  - b. Aluminum window frames.
  - c. Baseboards or any vinyl cove base. Painting over baseboards with brown or black paint to hide wall paint which was applied to it as a result of poor preparation (i.e., painter did not mask off baseboard) is not permitted and is not acceptable.
  - d. Range hoods, ranges, refrigerators, kitchen cabinets, Formica countertops, etc.
  - e. All lighting fixtures, globes, diffusers, etc.

### Storage

1. Contractor shall provide their own locked and secured storage facility or, if available, store all tools and materials in a single well-ventilated space approved by the Campus Safety and Operations Supervisor-in-Charge. Such storage will be at the Contractor's own risk. Used rags, waste, and empty containers shall be removed from the site each night. Storage space shall be maintained and tidy at all times. Contractor shall be responsible for lost or stolen material from these storage locations. The college will not be responsible for the Contractor's property.
2. Contractor shall provide at least one NFPA-approved Class 2B fire extinguisher for each

200 square feet of area occupied by paint storage and mixing. Each extinguisher must be located within 50 feet of the storage area, accessible in the presence of a fire without undue danger to the operator.

### Work Coordination

1. The Contractor's supervisor (or working supervisor) must be available via a cell phone that has voicemail and should be on at all times. All cell phone calls must be answered.
2. It will be the responsibility of the Contractor to discuss the logistics of working with or around other Contractors with the Campus Safety and Operations Department, so as to ensure that all work will proceed efficiently and that all deadlines will be met. Any such logistics must be coordinated through and approved by the Supervisor-in-Charge.
3. Contractor and its employees must be cognizant of other Contractors performing work, and must confer with the Campus Safety and Operations Supervisor in charge for any logistical or coordination questions which might arise involving other Contractors.

### Cleaning and Waste Disposal

1. All paint is to be cleaned off from baseboards, carpets, windows, and window frames, tile floors, etc.
2. Equipment cleanup is allowed in the Campus Operations (OPS) Maintenance Garage building or designated areas set forth by the Chief Plant Operator ONLY. Bathroom or kitchen sinks, showers, bathtubs, urinals, or toilets are not to be used for equipment cleanup or disposal of paint or other equipment. If Contractor's employees are found using prohibited means of cleanup, Contractor will assume full financial responsibility for any clogged plumbing, or sections of plumbing which must be replaced in total because of dried paint clogs or cleaning. Such an incident may result in the contract being terminated immediately.
3. Paint crews are prohibited from using any Waubensee Community College's kitchen sink, bathroom sink, or public restrooms to bathe and or to store, cook or eat food.
4. Contractor shall be responsible for all cleaning required for work under the Contractor's jurisdiction as well as for keeping all work areas, passageways, ramps, stairs and all other areas of the premises free of accumulation of surplus materials, rubbish, debris and scrap which may be caused by the Contractor's operations.
5. Remove rubbish, debris and scrap promptly upon its accumulation and in no event later than the end of each work day. Waste materials, including hazardous materials removed from the site shall be managed by the contractor and disposed of in accordance with all applicable laws, regulations, codes, rules, and standards.
6. No burning of rubbish or debris will be allowed at the site. Rubbish, debris and scrap shall not be thrown through any window or other opening, or dropped from any great height; it shall be conducted to the ground, to waiting truck(s) or removable container(s) by means of approved chutes or other means of controlled conveyance.
7. Spillages of oil, grease or other liquids which could cause a slippery or otherwise hazardous situation or stain a finished surface shall be cleaned up immediately.

8. If rubbish and debris is not removed, or if surfaces are not cleaned as specified above, ECC reserves the right to have said work done by others and the related cost(s) will be deducted from monies due the Contractor.

### Damage to Public and/or Private Property

1. The Contractor will assume full financial responsibility for damage to the premises, including all furniture, carpeting, etc., therein, whether due to accident or negligence.
2. 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.
3. 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.

## PROPOSAL REQUIREMENTS AND FORMAT

### Format

1. Contractors 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. Submittal response must include a signed Authorization Form and all other 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. Provide a list of trained technicians, along with a complete list of current cell phone numbers used by the company.

**REQUEST FOR PROPOSAL (RFP)**  
**10-20-002 Painting Maintenance Services**  
**November 13, 2020 at 2:00 p.m.**

3. 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.
4. Identify any work to be subcontracted and provide the subcontractor's company name, contact information, deliverables to be produced and tasked to be performed.
  - a. Waubonsee 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.
  - a. The Contractor shall have a minimum of five (5) years of experience in providing painting services comparable to the requirements of this request for proposal. Experience with customers in higher education and/or state government is preferred.
2. Provide a minimum of three (3) education client references for similar services performed, preferably services performed for community colleges.



**Price Sheet**

1. Contractor shall furnish pricing on a square footage basis. The estimated annual square footage is 20,000. This figure is only an estimate based on prior need. The actual figure may be lower or higher depending on the needs of the college. Square footage is based on paint-able surfaces deducting non-paint-able areas from the total surface area.
2. Contractor shall also provide pricing for any Add Alternates identified on the Price Sheet.
3. The college may apply the Add Alternates in any order on a project by project basis.

YEAR	PRICE PER SQ FT	SQ FT	TOTAL COST
<b>1</b>	\$ per SF	20,000	\$
<b>2</b>	\$ per SF	20,000	\$
<b>3</b>	\$ per SF	20,000	\$
<b>TOTAL</b>			

**Add Alternate A – Staining and finishing both sides of an individual door and frame**

**Price per Door and Frame (both sides)**

Year 1:	Year 2:	Year 3:
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**Add Alternate B – Painting both sides of an individual door and frame**

**Price per Door and Frame (both sides)**

Year 1:	Year 2:	Year 3:
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**Add Alternate C – Drywall replacement, fill, sand, prime and paint**

**Price per Square Foot**

Year 1:	Year 2:	Year 3:
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***Rates will remain firm during the three-year contract. Rates included in your proposal are based on maintenance painting and not subject to Prevailing Wage.***

**SUBCONTRACTORS: Attach a separate page listing all subcontractors, including company name, address, contact information, and a description of services to be performed.**

**RFP Authorization Form**

***All Respondents are required to complete and sign this form.***

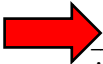
I HEREBY AUTHORIZE THIS PROPOSAL, ACKNOWLEDGING THAT I UNDERSTAND AND AGREE TO THE PROVISIONS OF THIS RFP. I WARRANT THAT ALL INFORMATION PROVIDED IN THE SUBMITTED PROPOSAL IS TRUE AND ACCURATE. I FURTHER WARRANT THAT FAILURE TO HAVE READ ALL THE PROVISIONS OF THIS SOLICITATION SHALL NOT BE CAUSE TO 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

**ACKNOWLEDGEMENT OF ADDENDA**

**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.

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Respondent certifies that there is no known conflict of interest with any Waubonsee 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 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 Certified 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>

## 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 Waubonsee Community College with a Certificate of Insurance and endorsement naming Waubonsee 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.
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**