



**Henning Academic Computing Center (HCC)
Data Cooling System Replacement
IFB# 08-22-002**

Bids Due: Thursday, September 15, 2022 at 2:00 p.m. Central

Waubonsee Community College is seeking bids to provide equipment, material and labor to replace the existing Data Cooling System in the Henning Academic Computing Center at the Sugar Grove Campus.

To Be Returned with Bid

- BID FORM
- BID BOND
- CERTIFICATIONS
- ELIGIBILITY CERTIFICATION AND NON-COLLUSION AFFIDAVIT
- STATE OF ILLINOIS BUSINESS ENTERPRISE PROGRAM INFORMATION FORM
- BUSINESS ENTERPRISE PROGRAM PARTICIPATION AND UTILIZATION FORM
- REFERENCES

Schedule

- Bid Publication Date Monday, August 29, 2022
- Mandatory Pre-Bid Meeting Tuesday, September 6 at 1:00 p.m.; HCC 105
- Last Day for Submittal of Questions Monday, September 11, 2022
- Final Day for Addenda Tuesday, September 12, 2022
- Bids Due Thursday, September 15, 2022 at 2:00 p.m.
- Recommendation of Award Wednesday, October 19, 2021

Prebid Meeting

Mandatory Prebid Meeting will be held on Tuesday, September 6, 2022 at 1:00 p.m. Meet in Room HCC105 in the Henning Academic Computing Center.

All correspondence or questions concerning this project and the bid process should be addressed to purchasing@waubonsee.edu. *Bidders may not contact any college employee to discuss this IFB.*

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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BID FORM AND AUTHORIZATION

Base Bid

Having examined the site and having familiarized itself with the conditions affecting the cost of the work associated with the project and with the bidding documents, Bidder hereby proposes to furnish all labor, equipment, materials, necessary tools, expendable equipment and transportation services, and all bonds necessary to complete in a workmanlike manner the work stated in accordance with the bidding documents for the following sums:

TOTAL BASE BID \$ _____ (in figures)

_____ (in words)

Alternate #1 – Demo ceiling and grid, and install all new grid and tiles: ADD DEDUCT \$ _____

Addenda

The following Addenda have been received. Addendum # _____

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 _____

Phone Number _____ Fax Number _____

 Authorized Signature _____ Date _____

Print Name _____ Title _____

Name and Contact Information of Individual authorized to discuss this Bid:

Name / Phone / Email _____

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BREAKDOWN OF COSTS

Contractor:	Task:	Price:	Notes:*
	Ceiling Demo / Re-Install		
	Lighting Fixtures Removal and Re-install – ceiling demo restoration		
	Equipment/ Ductwork Demo		
	New Equipment cost:		
	New Equipment install including start up and training:		
	New Equipment Brand/model # in Notes		
Joe Crosetto Integrated (IBS)	BAS interface /Graphics/ Alarms		
	Exhaust fan power source		
	Porta cool rental expense		
	Two-years parts / labor warranty		
	Other:		

**Use additional pages as necessary for notes.*

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, 720ILCS 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 MBE status of its business so that the College can comply with the Business Enterprise for Minorities (MBE), Females (WBE), Persons with Disabilities Act (DBE), or Veteran Owned Business (VOB), 30 ILCS 575/1, et seq.

Identify Business Certification Status (___MBE ___WBE ___DBE ___VOB) *check all that apply*

- African American
- Alaskan Native/Native American
- Asian American
- Disabled
- Female
- Hispanic American
- Veteran
- Not Applicable

Small Business Certification

- 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

Name	Phone Number
------	--------------

Company Name

Address

City	State	ZIP Code
------	-------	----------

Name	Phone Number
------	--------------

Company Name

Address

City	State	ZIP Code
------	-------	----------

Name	Phone Number
------	--------------

Company Name

Address

City	State	ZIP Code
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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

Instructions

1. **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 for any necessary communication.
2. **BID DOCUMENTS:** Bid documents are available for download from the BHFx Planroom, www.bhfxplanroom.com.
3. **PRE-BID MEETING:** Bidder shall examine project site before submitting a bid. A mandatory pre-bid meeting will be held in HCC105 on September 6, 2022 at 1:00 p.m. at Waubonsee's Sugar Grove Campus, 4S783 State Route 47, Sugar Grove, IL. Representatives from the college will be present to answer questions regarding bidding procedures and project requirements.
4. **BID SUBMISSION:** Bids are due before 2:00 p.m. Thursday, September 15, 2022. Bids will not be accepted after this time.
 - a. Responses to this IFB shall be submitted in a sealed envelope to the address above.
Envelopes must be clearly identified with the name of the BID and Due Date/Time.

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- Proposals received after the date and time specified in this BID will not be considered.
- b. Bidders shall submit two (2) copies of their Bid including all pages noted on the cover page of this bid document.
 - c. Signature of company official on original document shall be construed as acknowledgement of receipt of all addenda pertaining to this specific proposal.
5. **BID OPENING:** Bids will be opened publicly and read aloud at 2:00 p.m. on Thursday, September 15, 2022 in the Dickson Center, 2nd floor open area.
 6. **TAX EXEMPTION:** Waubensee Community College is exempt from Federal, State, and Municipal taxes.
 7. **BIDDING PROCEDURES:**
 - a. No bid shall be modified, withdrawn, or cancelled for ninety (90) days after the bid opening date without the consent of the College Board of Trustees.
 - b. Changes or corrections may be made in the bid documents after they have been issued and before bids are received. In such case, a written addendum describing the change or correction will be issued by the College to all bidders of record. Such addendum shall take precedence over that portion of the documents concerned and shall become part of the bid documents. Bids may be withdrawn by written request from Respondent or his agent prior to the due date and time.
 - c. Each bidder shall carefully examine all bid documents and all addenda thereto and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, not later than four (4) days prior to bid due date, notify the college who will, if necessary, provide a written addendum to all Bidders. The college will not be responsible for any oral instructions. After bids are received, no allowance will be made for oversight by bidder.
 - d. The bidder acknowledges the right of the College Board to reject any or all proposals and to waive informality or irregularity in any proposal received and to award each item to different bidders or all items to a single bidder. In addition, the bidder recognizes the right of the College Board to reject a proposal if the proposal is in any way incomplete or irregular. The College Board may also award, at its discretion, only certain items quoted on. The College Board also reserves the right to reject the proposal of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a Bidder when investigation shows that Bidder is not in a position to perform the contract..
 8. **BID BOND:** A bid bond, made payable to Waubensee Community College, shall be submitted with the bid in the amount of ten (10) percent of your total bid. The bid security will be forfeited by the successful bidder in the event of the bidder's failure to enter into a contract.

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9. **PERFORMANCE AND PAYMENT BONDS:** The successful bidder on this proposal must furnish a performance bond and a labor and material payment bond made out to Waubonsee Community College, prepared on an approved form, as security for the faithful performance of their contract, within ten (10) days of their notification that their bid has been accepted. The surety thereon must be such surety company or companies as are authorized and licensed to transact business in the State of Illinois and have an A-XIV best rating. Attorneys in fact who sign bid bonds must file with each bond a certified copy of their power of attorney to sign said bonds. The performance bond is an amount equal to one hundred percent (100%) of the contract sum. Such bonds shall be in force from the date of signing of the contract until one year after issuing of final certificate of payment. The cost of the bonds shall be included in the Bidder's proposal.
10. **GENERAL CONTRACTOR REQUIREMENTS:** General Contractor shall identify all work to be self-performed on the Bid Form. The General Contractor shall employ a full-time superintendent to manage the day-to-day activities of the project. The superintendent shall be on-site at all times when subcontractors are working on-site. The superintendent shall be responsible to coordinate and manage all subcontractor work and shall have the authority to make decisions on behalf of the General Contractor.
11. **SUBCONTRACTING:** Bidders must provide in their bid a list of all subcontractors intended for this project. Failure to do so may be cause for rejection.
12. **BID AWARD:** The successful contractor, and/or any contractor shall not proceed on this bid until it receives Notice to Proceed in writing or a Purchase Order from the college. Failure to comply is at the Contractor's risk. Award of bid is not a commitment to purchase on behalf of the college.
13. **CHANGES TO CONTRACT AFTER BID AWARD:** There shall be no deviations from any work without a written change order. All change orders must be approved prior to by the college's Project Manager as well as executed by the successful Contractor.
14. **PREVAILING WAGE:** All contracts for the construction of public works are subject to the Illinois Prevailing Wage Act (820) ILCS130/1-12). The successful Bidder may not pay less than the prevailing hourly wage rate determined by the Illinois Department of Labor for the county where the contract is executed.
15. **PAYMENT TERMS:** The college's payment terms are Net 30 days.
16. **LAWS AND ORDINANCES:** In execution of the work, the Contractor shall comply with applicable state and local laws, ordinances and regulation, the rules and regulations of the Board of Fire Underwriters, and OSHA standards.
17. **NONSMOKING BUILDING:** Smoking is not permitted within the building or on campus grounds.
18. **CONTROLLED SUBSTANCES:** Use of tobacco products and other controlled substances is not permitted on Project site, within the building or on campus grounds. Tobacco products may be used within personal vehicles.
19. **BUSINESS ENTERPRISE PROGRAM: (Appendix C)** Waubonsee Community College sets an aspirational goal to award **twenty percent (20%)** of the total dollar amount for construction contracts for the repair, remodeling, renovation or construction of a building or structure to

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qualified businesses owned by minorities and/or females, and shall set an aspirational goal that fifty percent (50%) of the total dollar amount of construction contracts awarded to qualified minority and female owned businesses shall be awarded to female owned businesses.

For all construction related projects, the following companies must submit a Participation and Utilization Plan and/or Letter of Intent that meets or exceeds the identified goal.

- a. Certified contractors meeting the goal through self-performance
- b. Any contractor utilizing subcontractors for the project

If a vendor cannot meet the goal, documentation and explanation of good faith efforts to meet the specified goal is required within the utilization plan.

We urge interested businesses to visit the Department of Central Management Services (CMS), Business Enterprise Program (BEP) web site to obtain additional details. To qualify, prime vendors or subcontractors must be certified by the state of Illinois or the city of Chicago prior to contract award. Go to (https://www2.illinois.gov/cms/business/sell2/bep/Pages/Vendor_Registration.aspx) for complete requirements for BEP certification.

20. **TERMS AND CONDITIONS:** The college's Terms and Conditions (Appendix A) shall be incorporated into this Agreement and supersede any conflicting provisions.
21. **INSURANCE:** Contractors selected through this process must provide the college with a certificate of insurance meeting the college's requirements (Appendix B). If the coverage period shown on the Contractor's current certificate of insurance ends during the duration of the project, the Vendor must, prior to the end of the coverage period, file a new certificate of coverage with Waubensee showing that coverage has been extended.
22. **FOIA:** All bid responses will become the property of Waubensee 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

SCOPE OF WORK

Summary

1. In the Henning Academic Computing Center, Room 116, the current Liebert Mini-mate system resides above the UPS system (Above Ceiling) and the east part of the data switch rack. The primary concern is that if there were any potential leaks from condensate it could potential cause a catastrophic event for the equipment in that area. Because it is located in a congested ceiling, it is difficult to properly maintain and service.
2. **COMMENCEMENT OF WORK:** Work may begin on or after October 20, 2022.
3. **SUBSTANTIAL COMPLETION:** Relative to supply chain issues, this project will need to be completed no later than December 15, 2022- unless both parties agree to dates and availability.
4. **ON-SITE WORK HOURS:** Work days will take place during normal business hours – 7:30 a.m. – 4:30 p.m. Monday through Friday, unless otherwise indicated.
 - a. Weekend Hours: Coordinate with Owner
 - b. Early Morning and Late Evening Hours: Coordinate with Owner
 - c. Hours for Utility Shutdowns: Coordinate with Owner
5. **NOISE, VIBRATION, AND ODORS:** Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.
 - a. Notify Owner not less than two days in advance of proposed disruptive operations
 - b. Obtain Owner's written permission before proceeding with disruptive operations
6. **LOCATION:**

Henning Computer
Center Building



Access to Site

1. **USE OF SITE:** Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
2. **DRIVEWAYS, WALKWAYS AND ENTRANCES:** Keep driveways loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
3. Schedule deliveries to minimize use of driveways and entrances by construction operations.
4. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

Coordination with Occupants

1. **PARTIAL OWNER OCCUPANCY:** Owner will occupy the premises during the entire construction period, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits unless otherwise indicated.
2. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
3. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.

Payment Procedures

1. **SCHEDULE OF VALUES:** Contractor will provide a Schedule of Values allocating portions of the contract sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
 - a. Submit the schedule of values to the Chief Plant Operator at earliest possible date, but no later than seven days before the date scheduled for submittal of initial Application for Payment.
2. **LIEN WAIVERS:**
 - a. Partial Lien Waivers: The Contractor's partial lien waiver, for the full amount of the payment, shall accompany the first payment application. Each subsequent payment application shall be accompanied by the contractor's partial waiver, and by partial waivers from all Subcontractors and Suppliers who were included in the immediately preceding payment application, to the extent of that payment. Lien waivers from the Contractor and all Subcontractors and Suppliers shall accompany the first payment application when the amount of payment exceeds 50 percent of the total contract sum.
 - b. Final Lien Waivers: The Contractor's request for final payment shall include: 1. The contractor's final lien waiver in the full amount of the contract. 2. Final lien waivers in the full amount of their contracts from all Subcontractors and Suppliers for which final lien waivers have not previously been submitted.

Contractor Responsibilities

1. Contractor responsible to remove the entire ceiling and store in location for re-installation. Contractor may reuse existing ceiling grid and tiles as much as possible and replace any grid or tiles that become damaged during removal.
 - a. Replace ceiling grid and tiles to match existing. Provide product submittal and samples to the college's Chief Plant Operator for approval.
 - b. Alternate 1: Replace entire ceiling with new to match existing grid and tiles. Provide product submittal and samples to the college's Chief Plant Operator for approval.
2. Contractor responsible to remove and store light fixtures and secure power feeds in order to free up space, and reinstall.
3. Contractor to remove and properly dispose of all abandoned duct work and unused ductwork remnants, and the existing Liebert air handler before new equipment can be installed.
 - a. Inspect any remaining active ductwork trunks and seal, install sheet metal caps.
4. Contractor responsible to provide a temporary cooling source (porta cooler) to support temperatures while work is being performed. Unit to be sized based on heat load from the equipment in this room. HCC116 is 175 SF.
5. Contractor will need to take care and use caution to the data equipment in the switch area, provide necessary protection while work is being performed. HCC116 - data closet will remain operational during installation.
 - a. Protection to be reviewed and approved by the college's Chief Plant Operator prior to the start of work.
6. Contractor will secure room at the end of each work day.
7. Contractor will need to submit a hot work permit when using a torch in that area-closely coordinate with Campus Safety and Operations so that the necessary steps can be taken to secure fire alarm during the installation phase of the project.
8. Contractor is responsible to perform a heat load calculation to properly size the cooling system capacity- provide a margin of possible expansion for any future loads that may be added within reason relative to current size of data closet. Consider heat from transformers and UPS system as well.
9. Contractor to resolve power issue with existing room exhaust fan.
 - a. Note: new exhaust fan installed last year and college did not diagnose power source issue.
10. Contractor will replace existing line set and provide adequate insulation to eliminate any potential for condensation.
11. Contractor to provide adequate Hail Protection Grilles for newly installed condensing unit. Contractor will provide a supply and return duct (Hard Metal) to properly feed the unit.

Current Equipment

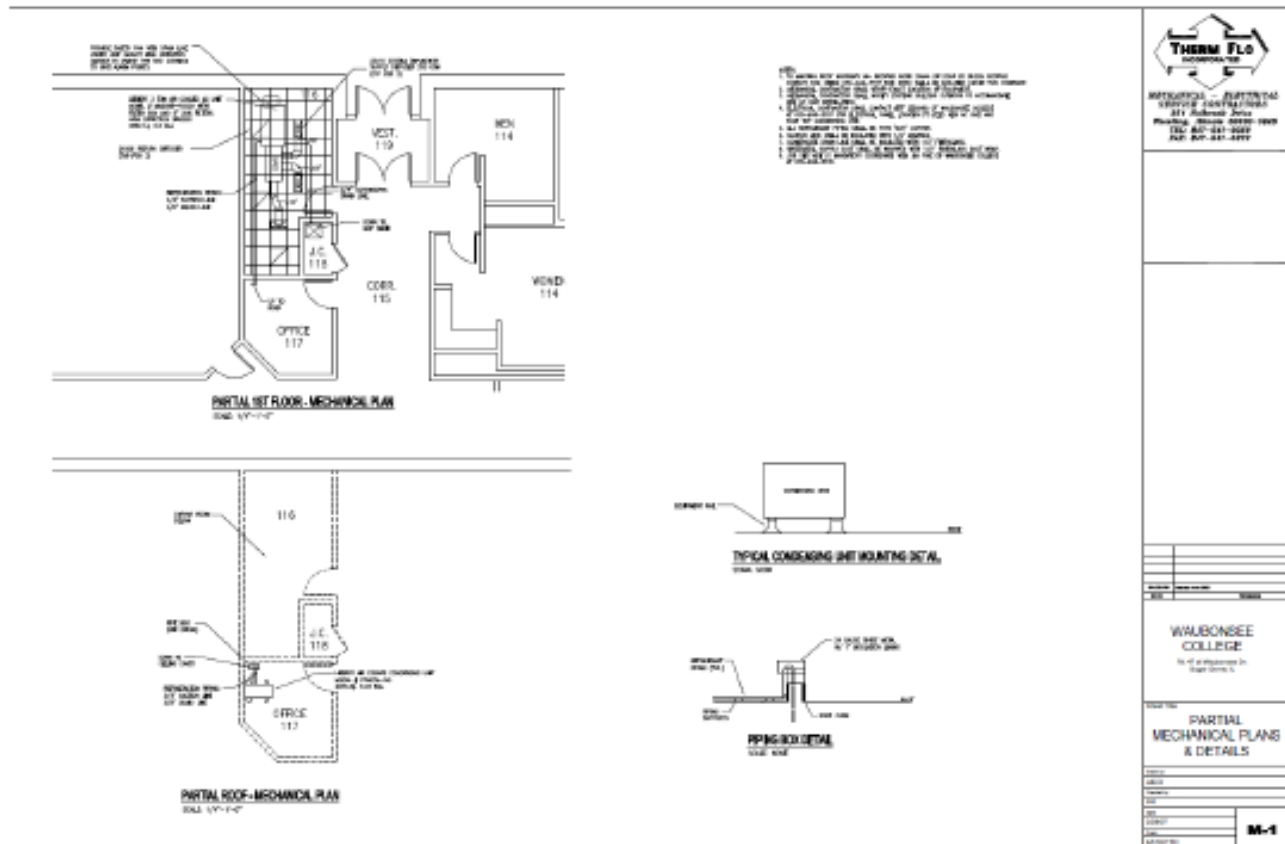
SMALL SYSTEMS
2-ton and 3-ton MINI-MATE2
DIRECT EXPANSION FAN/COIL MODULE

OPTIONAL FEATURES (Split DX Systems)

UNIT DISCONNECT SWITCH consists of a "non-locking type", non-automatic molded case circuit interrupter mounted inside the unit.

SHIP LOOSE OPTIONS

FILTER BOX is constructed of galvanized steel, supplied with a nominal 16"(406mm) x 20"(508 mm) x 4" (102 mm) deep pleated filter with a minimum efficiency rating of 20% (based on ASHRAE 52.1). The box is provided with a 3/4" (19 mm) duct flange. The filter is accessible via a hinged access door, without shutting the unit down. The filter box option also includes a 3/4" (19 mm) discharge air duct collar.



Specifications for New Equipment

1. **Equipment: Acceptable Brands**
 - a. Liebert
 - b. Stulz
 - c. Data Aire

2. **Warranty:** Two (2) year warranty, full coverage.

Building Automation Interface

1. BACnet compatible with Johnson Controls building automation- Contractor to wire BACnet cable to control cabinet located in HCC Boiler Room.
2. Contractor to engage Interactive Building Systems, Joe Crosetto, 815-724-0525 to interface into automation system (Contractor's expense). This will include updated graphics and alarm point configuration.

Sequence of Operation

1. Operate 24 x 7, 365 days per year. Have the ability to operate in a cold climate conditions and provide dehumidification as needed. Must have some form of head pressure control capabilities and perform in -20 deg to 100+ deg temperature range.
2. Must have an integrated dehumidification system.
3. Must have a Building Automation System integration with dedicated graphics page hosting alarms and setpoints. See below for specific required alarms.

Acceptable Control Parameters

1. Relative humidity should be between 20% and 80%.
 - a. Maximum dew point should be no more than 21°C (69.8°F).
2. Relative humidity should be between 20% and 80%.
 - a. Maximum dew point should be no more than 24°C (75.2°F).
3. The allowable temperature range is 5 to 25 degrees C (41 to 77 degrees F). Most data centers maintain a cooler operating temperature during the peak summer temperatures.

Alarms

1. All unit alarms shall be annunciated through both audio and visual cues, clearly displayed on the temperature control screen, automatically recorded in the event log and communicated to the Johnson Control Building Management System/Building Automation System.
2. The Cooling system BACnet interface shall activate an audible and visual alarm in event of any of the following conditions:
 - a. High Temperature
 - b. Low Temperature

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- c. High Humidity
- d. Low Humidity
- e. EC Fan Fault
- f. Change Filters
- g. Loss of Air Flow
- h. Loss of Power
- i. Humidifier Problem
- j. High Head Pressure
- k. Low Suction Pressure
- l. Leak (moisture)detection
- m. Smoke Detected
- n. Custom Configurable alarm

Storage / Staging

1. Coordinate with the Chief Plant Operator for storage within HCC.
2. If necessary, a truck or trailer may be parked in the parking lot closes to HCC.

Electronic Closeout Documentation

1. General: Provide a complete project closeout documentation package in electronic format. This package shall include:
 - a. Issued for Construction Plans, Specs
 - b. Project Record Documents.
 - c. Approved Submittals.
 - d. Operation and Maintenance Manuals.
 - e. Warranties.
 - f. Owner training Videos (.WMV or .MP4 Format)
 - g. Project Contact Directory
2. The Electronic Closeout Documentation shall be prepared by BHFX Imaging. **GCs / CMs are responsible for the Closeout Fee.** Please contact Sarah Jacobs at 847-593-3161 x. 206 or sarah.jacobs@bhfx.net for Pricing and Closeout Organization Information.
3. In order to facilitate the Electronic Closeout Documentation process, comply with the following procedures:
 - a. 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:
 - b. Format of documents: PDF electronic format for all documents.
 - c. Folder structure for storage and transfer of files.
 - d. Schedule for collection and turn-over of closeout documentation.
 - e. Record Document format procedures: Provide clean and accurate paper copies of the

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- marked-up Record Documents (Drawings and Specifications) for scanning.
- f. Provide contact information for the individual responsible for the collection and transfer of the Electronic Closeout Documentation Package contents.
 - g. Review a complete listing of Electronic Closeout Documentation Package contents.
4. Provide all documentation to BHFX Imaging for processing no later than 30 days after the date of Substantial Completion.
 5. Schedule a training conference with the Owner's Representative, Architect, Construction Manager and BHFX Imaging to present the completed Electronic Closeout Documentation Package.

General Notes

Waubensee Community College requires the following building-related codes and acts:

1. International Building Code - 2015 Edition
2. International Residential Code for One-and Two-Family Dwellings - 2015 Edition
3. International Fire Protection Code
4. International Plumbing Code - 2015 Edition
5. International Mechanical Code - 2015 Edition
6. International Fuel Gas Code - 2015 Edition
7. International Existing Building Code - 2015 Edition
8. International Property Maintenance Code - 2015 Edition
9. National Electrical Code

Safety and OSHA required policies apply:

1. Scaffolding
2. Fall protection (scope, application, definitions)
3. Excavations (general requirements)
4. Ladders
5. Head protection
6. Excavations (requirements for protective systems)
7. Hazard communication
8. Fall protection (training requirements)
9. Construction (general safety and health provisions)
10. Electrical (wiring methods, design and protection)

Waste and Disposal

1. 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.
2. Remove rubbish, debris and scrap promptly upon its accumulation and in no event later than the

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end of each workday. Contractor is responsible for the management and removal of waste materials, including hazardous materials, to be disposed of in accordance with all applicable laws, regulations, codes, rules, and standards.

3. Burning of rubbish or debris is not allowed at the site. Rubbish, debris and scrap is not to 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.
4. Spillages of oil, grease or other liquids that could cause a slippery or otherwise hazardous situation or stain a finished surface shall be cleaned up immediately.
5. If rubbish and debris is not removed, or if surfaces are not cleaned as specified above, the college reserves the right to have said work done by others and the related cost(s) will be deducted from monies due the Contractor.

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.

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Assignment: This purchase order may not be assigned, and no duty or right hereunder may be delegated, or monies payable hereunder, by Seller and Seller may not use any sub-contractor to perform hereunder, without the prior written consent of Buyer, which consent may be given or withheld at Buyer's sole discretion. Any assignment made without such consent shall be null and void.

Prices: Buyer accepts Seller's quote or bid prices as recorded on Seller's proposal and on this purchase order which shall not be changed prior to delivery or completion of services without Buyer's prior written agreement. Unless otherwise provided in this purchase order, the price includes all charges for freight and insurance. No separate charges, except those clearly recorded on Seller's proposal and on this purchase order can, or will be allowed. Seller represents that the price charged for the goods and services covered by this purchase order is commercially reasonable and is the lowest price charged by Seller to buyers of a class of purchasers similar to Buyer under conditions similar to those specified in this purchase order. All prices quoted are in U.S. dollars.

Cancellation:

- 1) In addition to all other rights and remedies provided for hereunder or under law (including without limitation, damages) Buyer may cancel all or any part of this purchase order:
 - a) if Seller breaches any of the terms, warranties or provisions hereof
 - b) upon the occurrence of any event entitling Buyer to reject the goods
 - c) if any insolvency proceeding is instituted by or against Seller
 - d) if Seller provides material false information to Buyer
- 2) Buyer, at Buyer's sole discretion, may cancel this purchase order at any time as to the goods not then delivered.
- 3) Buyer shall not be deemed to have canceled this purchase order unless it notifies Seller of its intent to do so in writing. Upon receipt of such notice Seller will immediately stop work and notify any other parties performing any part of the work to stop work and will protect property in Seller's possession in which Buyer has or may acquire an interest.
- 4) Unless Buyer exercises its right to cancel because of the events described in paragraph (1) above or because of other event or condition caused by or under the control of Seller, Seller may claim:
 - a) Reimbursement for actual out-of-pocket cost incurred by Seller as a result of such cancellation (exclusive of costs for materials that Seller can use on other orders) and
 - b) A reasonable profit on the work performed by Seller prior to cancellation. Such claim must be made within twenty (20) days of the notice of cancellation and the total amount of such claim shall not exceed the purchase price for the completed goods. In the event of cancellation Seller shall deliver to WCC all material and information as may have been involved in the provision of services or Deliverables to the date of termination.

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

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

Inspection, Acceptance and Payment by Buyer: All Deliverables shall be received subject to Buyer's right to inspection and rejection. Those rejected as a result of inspection will be held for Seller's inspection at Seller's risk and, if Seller directs, will be returned at Seller's expense. Freight to and from original destination for excess 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.

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

- 1) Seller and its subcontractors must pay prevailing wage to any laborers or workers working on the project. It is Seller's responsibility to determine the appropriate current prevailing wage rate.
- 2) Seller shall maintain a certified payroll which will be required prior to payment, and shall be required to submit a Wage Certification Form and maintain records in accordance with the Prevailing Wage Act [820 ILCS 130/1-12]
- 3) Prior to payment of the purchase price, Seller shall furnish lien waivers, releases, affidavits, and other documents as Buyer requires, keeping Buyer's premises lien free.

Bonds: For Public Works projects over \$50,000, the Seller shall furnish a Performance Bond and a Labor and Material Bond in an amount equal to the contract before commencing work. The surety on the bond shall be a company that is licensed by the Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investor Service, Standard & Poor's Corporation, or a similar rating agency.

Confidential Data: Seller shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all confidential data, whether in hard copy or electronically maintained or transmitted, received from, or on behalf of WCC or its students. These measures will be extended by contract to all subcontractors used by the Seller. Unless authorized by WCC, Seller may not copy, store, or transmit unencrypted confidential and sensitive data on non-WCC-owned/leased computing devices, or other portable storage or computing devices. Seller shall destroy such data when they are no longer needed for the purpose for which they were released.

Non-Disclosure: Seller shall not announce this agreement and relationship in any press releases or other publications, or use WCC's name or logo's in any marketing materials without prior written consent of WCC.

- 1) All information that is obtained and work performed under this agreement and the Seller's Waubensee 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 Waubensee 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 Waubensee Community College and must not be used by Seller for any purpose other than the purpose outlined by the contract/order and this agreement.
- 4) Neither Seller, nor its officers, directors, agents, or employees shall divulge, sell, or distribute any information obtained from Waubensee Community College or derived therefrom at any point in time to a third party, even after termination or expiration of a contract/order, except as may otherwise be required by law.
- 5) Seller shall notify each of its officers, directors, agents, and employees having access to the Waubensee Community College information that such information may be used only for the purpose and to the extent authorized in this contract.

Insurance: During the term of this agreement, upon Buyer's request, Seller shall maintain, and require its subcontractors to maintain, insurance policies with limits acceptable to Buyer, to protect against claims that may arise from this purchase order. In addition, Seller and its subcontractors shall maintain Workman's Compensation insurance and Comprehensive Automobile Liability insurance coverage in amounts as required by Illinois law. Seller may be required to provide additional insurance as noted in the BID/RFP documents including but not limited to professional liability, E & O (Errors and Omissions), environmental liability and umbrella coverage. WCC, its officers, agents, employees and assigns as will be named as Additional Insured thereunder on a primary and noncontributory basis and certificate holder for all work performed on Buyer's property.

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Independent Contractor: Seller shall perform its obligations as an independent contractor of WCC and nothing herein shall be deemed to constitute Seller and WCC as partners, joint venturers, or principal and agent. Seller has no authority to represent WCC and shall not represent that it or any of its subcontractors are in any manner agents or employees of WCC.

License: Upon payment in full for software, Seller grants to WCC a perpetual, non-exclusive, worldwide, irrevocable, fully paid right and license to install and use the software on all computing devices used by or for the benefit of WCC. This license is subject to the limitation on the maximum number of end users or other limitations listed on Seller's proposal, but if none, this license shall be deemed to be enterprise-wide and the software may be used by all WCC end users without any maximum number. Any Deliverable under this purchase order that may be subject to a copyright shall be considered a "work for hire" as defined by the U.S. Copyright Act and shall be owned by WCC and WCC shall be considered the author of such item. If a Deliverable shall not be considered a "work for hire" under the U.S. Copyright laws, Seller hereby irrevocably assigns all right, title, and interest in the Deliverable, including all intellectual property rights effective from the moment of creation of the Deliverable.

Smoke Free Campus: The policy of the WCC Board of Trustees is to have a smoke free college environment. Smoking on college grounds and inside college facilities and college vehicles is prohibited. Smoking is only permitted inside private vehicles.

Affirmative Action/Equal Opportunity: Waubensee Community College is an Affirmative Action/Equal Opportunity Employer and does not discriminate against any employee or service provider because of race, sex, color, age, religion, national origin, marital status, veteran's status, physical or mental disability or any other protected status under federal or state law.

Entire Agreement: This purchase order, together with any written documents incorporated by reference, constitutes the entire agreement between Buyer and Seller with respect to this transaction and supersedes all previous communications. Any additional or different terms by the Seller or Seller's acknowledgement are rejected by the Buyer unless expressly agreed to in writing by an authorized representative of the Buyer. This agreement shall be binding upon and inure to the benefit of all heirs, personal representative, successors and assigns of the Seller.

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.

Appendix C: BUSINESS ENTERPRISE PROGRAM PARTICIPATION AND UTILIZATION FORM

This form begins on the following page.

WAUBONSEE COMMUNITY COLLEGE

BUSINESS ENTERPRISE PROGRAM

MINORITIES, FEMALES, PERSONS WITH DISABILITY PARTICIPATION AND UTILIZATION PLAN

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minorities (MBE), female (FBE, also referred to as WBE), or persons with disabilities (DBE) (collectively, BEP certified vendor(s)). 30 ILCS 575.

Contract Goal to be Achieved by Vendor: This solicitation includes a specific **BEP** participation goal of 20% of the total dollar amount awarded to MBEs and FBEs, based on the availability of BEP certified vendors to perform or provide the anticipated services and/or supplies required by this solicitation. At least 50% of that total dollar amount should be awarded to WBEs.

The BEP participation goal is applicable to all bids or offers. In addition to the other award criteria established for this solicitation, Waubonsee Community College (College) will award this contract to a Vendor that meets the goal or demonstrates good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the BEP certified vendor. If Vendor is a BEP certified vendor, the entire goal is met and no subcontracting with a BEP certified vendor is required; however, **Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.**

Following are guidelines for Vendor's completion of the Utilization Plan. **Please read the guidelines carefully.** A format for the Utilization Plan is included in this section. Vendor should include any additional information that will add clarity to Vendor's proposed utilization of certified BEP vendors to meet the targeted goal. The Utilization Plan must demonstrate that Vendor has either: (1) met the entire contract goal; or (2) made good faith efforts towards meeting the entire goal. Any submission of good faith efforts by Vendor shall be considered as a request for a full or partial waiver. At the time of bid or offer, Vendor, or Vendor's proposed Subcontractor, must be certified with CMS as a BEP certified vendor.

Failure to complete a Utilization Plan or provide good faith effort documentation shall render the bid or offer non-responsive or not responsible, and subject to rejection and/or disqualification in the College's sole discretion.

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Joint Venture Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Joint Venture Agreement must clearly evidence that the BEP certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the BEP certified vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the BEP certified vendor to be dedicated to the performance of the contract. Established Joint Venture Agreements will only be credited toward BEP goal achievements for specific work performed by the BEP certified vendor. Each party to the Joint Venture Agreement must execute the bid or offer prior to submission of the bid or offer to the College.
2. An agreement between a vendor and a BEP certified vendor in which a BEP certified vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The College may request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the College in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed BEP certified vendor. Failure to cooperate by Vendor and BEP certified vendor may

render the bidder or offeror non-responsive or not responsible. **The contract will not be finally awarded to Vendor unless Vendor's BEP Utilization Plan is approved by the College.**

3. **BEP Certified Vendor Locator References:** Vendors may consult CMS' BEP Vendor Directory at www.sell2.illinois.gov/cms/business, as well as the directories of other certifying agencies, but firms **must be certified with CMS as BEP certified vendors at the time of bid or offer.**

4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the College deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subcontractor or supplier.

5. **Calculating BEP Certified Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all BEP certified vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by BEP certified vendors is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:

5.1. The value of the work actually performed or goods/equipment provided by the BEP certified vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the BEP certified vendor, including supplies purchased or equipment leased by the BEP certified vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.

5.2. A vendor shall count the portion of the total dollar value of the BEP contract equal to the distinct, clearly defined portion of the work of the contract that the BEP certified vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other BEP certified vendor. Work performed by the non-BEP certified party shall not be counted toward the goal. Work that a BEP certified vendor subcontracts to a non-BEP certified vendor will not count towards the goal.

5.3. A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a BEP certified vendor manufacturer, regular dealer, or supplier. A Vendor shall count toward the goal the following expenditures to BEP certified vendors that are not manufacturers, regular dealers, or suppliers:

5.3.1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the College to be reasonable and not excessive as compared with fees customarily allowed for similar services.

5.3.2. The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the College to be reasonable and not excessive as compared with fees customarily allowed for similar services. The BEP certified vendor's trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.

5.3.3. The fees or commissions charged for providing any bonds or insurance specifically required for

the performance of the contract, provided that the fee or commission is determined by the College to be reasonable and not excessive as compared with fees customarily allowed for similar services.

- 5.4. BEP certified vendors who are performing on contract as second tier subcontractors may be counted in meeting the established BEP goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.
- 5.5. A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.
 - 5.5.1. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The BEP certified vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the College shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 - 5.5.2. A BEP certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain BEP certified vendor participation. In determining whether a BEP certified vendor is such an extra participant, the College shall examine similar transactions, particularly those in which BEP certified vendors do not participate, and industry practices.
- 5.6. A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.
6. **Good Faith Effort Procedures:** Vendor must submit a Utilization Plans, subcontract documents, and/or Letters of Intent that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must document and explain within the Utilization Plan the good faith efforts it undertook to meet the goal. Utilization Plans are due at the time of, and must be enclosed and sealed with the bid or offer submission. Copies of subcontract documents and/or Letters of Intent shall be de upon request.
7. **Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan. **After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract.** If Vendor did not succeed in obtaining BEP certified vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of BEP certified vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.
 - 7.1. The Utilization Plan may not be amended after contract execution without the College's prior written approval.
 - 7.2. **Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP**

certified vendors without the prior written approval of the College. Unauthorized changes or substitutions, including performing the work designated for a BEP certified vendor with Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions.

- 7.3.** If it becomes necessary to substitute a BEP certified vendor or otherwise change the Utilization Plan, Vendor must notify the College in writing of the request to substitute a BEP certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The College will approve or deny a request for substitution or other change in the Utilization Plan within five business days of receipt of the request.
- 7.4.** Where Vendor has established the basis for the substitution to the College's satisfaction, it must make good faith efforts to meet the contract goal by substituting a BEP certified vendor. Documentation of a replacement BEP certified vendor, or of good faith efforts to replace the BEP certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non- BEP certified vendor or Vendor may perform the work.
- 7.5.** If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the College to modify the Utilization Plan and must make good faith efforts to ensure that BEP certified vendors have a fair opportunity to submit a bid or offer on the new scope of work.
- 7.6.** A new BEP certified vendor agreement must be executed and submitted to the College within five business days of Vendor's receipt of the College's approval for the substitution or other change.
- 7.7.** Vendor shall maintain a record of all relevant data with respect to the utilization of BEP certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three years after the completion of the contract. Full access to these records shall be granted by Vendor upon 48 hours written demand by the College to any duly authorized representative thereof, or to any municipal, state or federal authorities. The College shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the BEP certified vendor and final payment to the BEP certified vendor by Vendor, but not later than 30 calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the BEP certified vendor under the contract.
- 7.8.** The College will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the BEP certified vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the College to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- 7.9.** The College reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

(SUBMIT THIS PAGE WITH BID)

UTILIZATION PLAN

The Utilization Plan and Letter of Intent must be sealed and submitted separately.

_____ (Vendor) submits the following Utilization Plan as part of our bid or offer in accordance with the requirements of the BEP Program Status and Participation section of the solicitation for Waubonsee Community College's _____ (Project Name).

We understand that all subcontractors must be certified with the CMS BEP Program at the time of submission of all bids and offers. **We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.**

Vendor submits the following statement:

- Vendor is a BEP certified firm and plans to fully meet the goal through self-performance.
- Vendor has identified BEP certified subcontractor(s) to fully meet the established goal and submits the attached executed Letter(s) of Intent; or
- Vendor has made good faith efforts towards meeting the entire goal, or a portion of the goal, and hereby requests a waiver (complete Demonstration of Good Faith Efforts checklist below).

Vendor's person responsible for compliance with this BEP goal (*please print clearly*):

Name: _____ Title: _____

Telephone: _____ Email: _____

Note: Letters of Intent template may be found on the State of Illinois website, <https://www2.illinois.gov/cpo/general/Documents/Letter%20of%20Intent%20Template%20v.14.1.pdf#search=letter%20of%20intent>

(SUBMIT THIS PAGE WITH BID)

DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE GOAL AND REQUEST FOR WAIVER

If the BEP participation goal was not achieved, Vendor must provide document evidence of good faith efforts to achieve the goal.

Below is a checklist of actions that will be used to evaluate a Vendor's Demonstration of Good Faith Efforts and Request for Waiver. **Please check the actions which you completed.** If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed description of such efforts. The College reserves the right to review and audit the results of the Vendor's efforts as described below.

- Utilize the Sell2Illinois website: www2.illinois.gov/cms/business to identify BEP certified vendors within the respective commodity/service codes denoted above and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.
- Solicit through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of BEP certified vendors that have the capability to perform the work of the contract. Vendor must solicit this interest within sufficient time to allow the BEP certified vendors to respond to the solicitation. Vendor must determine with certainty if the BEP certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal. Vendor must provide interested BEP certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
- Select portions of the work to be performed by BEP certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP certified vendor participation, even when Vendor might otherwise prefer to perform these work items with its own forces.
- Make a portion of the work available to BEP certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate BEP certified vendor participation.
- Negotiate in good faith with interested BEP certified vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of BEP certified vendors that were considered; and an explanation as to why an agreement(s) could not be reached.
- Thoroughly investigate the capabilities of BEP certified vendors and not reject them as unqualified without documented reasons. The BEP certified vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids and proposals in Vendor's efforts to meet the goal.
- Make efforts to assist interested BEP certified vendors in obtaining lines of credit or insurance as required by the College.
- Make efforts to assist interested BEP certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

