



REQUEST FOR PROPOSAL (RFP) **07-17-002 – Custodial and Safekeeping Services**

Waubonsee Community College (WCC) is issuing this RFP for Custodial and Safekeeping Services (Services). Financial institutions that submit Proposals (Respondent) shall submit their proposals by **1:00 p.m. CT on July 20, 2017**.

Responses to this RFP shall be submitted in a sealed envelope to the address below. **Envelopes must be clearly identified with the name of the RFP and Due Date/Time.** Proposals received after the date and time specified in this RFP will not be considered. RFPs are not publically opened.

Theresa Larson, Purchasing Manager
Waubonsee Community College
4S783 State Route 47
Dickson Building Room 259
Sugar Grove, IL 60554-9903

PROPOSED SCHEDULE

RFP Issued	Tuesday, July 11, 2017
Last Day for Submittal of Questions	Tuesday, July 18, 2017
Proposals Due	Thursday, July 20, 2017 @ 1:00 PM
First Interview	TBD
Second Interview (if required)	TBD
Recommendation of Award	Wednesday, August 16, 2017

To Be Returned with Proposal

- AUTHORIZATION OF RESPONSE
- CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT
- CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT
- ELIGIBILITY CERTIFICATION AND NON-COLLUSION AFFIDAVIT
- BUSINESS ENTERPRISE PROGRAM INFORMATION

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

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

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

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

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

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COLLEGE OVERVIEW

Waubonsee Community College (WCC), located forty-five miles west of Chicago, Illinois, has served more than 250,000 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 with the current district population estimated at 428,120. 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.

Vision

Waubonsee Community College opens the door of knowledge, sparks imaginations, and enlightens lives through learning. We welcome the diverse abilities, goals, and experiences of individuals standing on the threshold of discovery. Our success is defined by the dreams we help shape, the opportunities we help design, and the futures we help create.

Values

Quality — We constantly redefine what it means to be “the best,” seeking to improve in every area and exceed the expectations of those we serve.

Value — We focus every resource directly on the search for learning, creating tangible benefits in everything we do.

Innovation — We are actively engaged on the frontiers of education, continuously improving the learning environment for our students and communities.

Service — We view the world from the perspective of those we serve — anticipating needs and striving to exceed expectations while demonstrating a caring, knowledgeable, consistent connection with each individual every time they meet us.

Accessibility — We remove barriers to learning formed by time, geography, education, culture, experience or beliefs to provide a full range of quality educational opportunities for all who can benefit.

Mission Statement

Waubonsee Community College is a public, comprehensive community college which was organized in 1966, as mandated by the Illinois Public Community College Act, to provide education and training services for individuals in portions of Kane, Kendall, DeKalb, LaSalle and Will counties of District 516. The philosophy of Waubonsee Community College is based on the premise that education is the cornerstone of a literate, democratic society; that learning is a lifelong process; and that the pursuit of knowledge must be supported by institutional policies that demonstrate the values of quality, value, innovation, service and accessibility.

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GENERAL REQUIREMENTS

Overview

Waubonsee Community College seeks a Contractor with an efficient and cost effective custodial and safekeeping services process.

The winning Respondent (“Contractor”) must be authorized to do business in Illinois as an Illinois bank or a national bank with a presence in Illinois. In addition, the Contractor must be a member of the Federal Reserve System and Depository Trust Company, have access to all services as a member bank, and qualify as a depository for public funds. At the time the Contractor submits its Proposal, or prior to that time, if required by law, the Contractor must have all required licenses, bonding, facilities, equipment and trained personnel necessary to perform the work specified in this RFP. Finally, the Contractor must have a minimum of ten (10) years of experience performing the services being sought by this RFP.

The Contractor shall enter into an Agreement with WCC for an initial term of three (3) years. Upon expiration of this term, WCC may elect to extend the Agreement for a period of time agreed upon by the parties, not to exceed a total of ten (10) years, including the initial three (3) years.

Instructions

1. Respondents may not contact any college employee to discuss this RFP. **All correspondence or questions concerning the RFP should be addressed to purchasing@waubonsee.edu.**
2. All questions must be submitted in writing and will be responded to by addendum. Do not expect an immediate answer. Include your email address and/or fax number for any necessary communication.
3. RFP documents are available for download from the college’s purchasing webpage at <https://www.waubonsee.edu/businesses/purchasing/>.
4. All late proposals will be rejected.
5. All proposals must be signed by a duly authorized representative of the firm. All unsigned proposals will be rejected.
6. The college reserves the right to amend any segment of the RFP prior to its announcement of a successful Respondent and award of contract. If a change occurs in the college’s requirements resulting in a decision to modify the RFP’s scope of work or statement of requirements, such change will be communicated in writing as an addendum to the RFP. In the event of a change, all Respondents will be provided the opportunity to revise their proposals to accommodate the amendment.
7. All proposal prices must be good for a period of 90 days from the date of opening.
8. All work for this contract is to be performed by the selected firms own staff. Subcontracting any portion of this project will not be allowed.
9. Proposals shall be prepared simply and economically, providing a straightforward description of the respondent’s capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content, including all attachments and work samples.
10. There is no express or implied obligation for the college to reimburse firms for any expenses incurred in preparing proposals in response to this request.
11. It is the policy of WCC to encourage the participation of 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.

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SCOPE OF SERVICES

The Contractor shall provide the Services set forth in this section.

1. Open and maintain a custody and safekeeping account in the name of the college for each of the services requested by the college in this RFP and any future services
2. Accept the delivery of securities, and hold the property, from securities intermediaries, as directed by the college's external Investment Managers
3. Deliver the securities to security intermediaries, as directed by the external Investment Managers
4. Credit the appropriate custody and safekeeping account on payment date with the proceeds from all sales, maturities, principal, interest and any other payment types
5. Accept incoming wire transfers
6. Accept outgoing wire transfers initiated by the college
7. Invest end of day collected balances, if applicable, for the college's Custody Accounts. Provide information on all available sweep options, including any maximum or minimum dollar amount requirements
8. Provide the college with dual controls for both the establishment and maintenance of security administrator rights, as well as for the creation and maintenance of multiple users wire transfer templates
9. Provide the college a specific point of contact for the Services, direct access to staff, and emergency contact phone numbers
10. Provide the college the ability to electronically obtain account information
11. Provide the college the ability to search all data fields related to a specific transaction within Contractor's information reporting system or trust system
12. Provide the college the ability to produce a monthly account analysis statement from the Contractor's information reporting system, that details all services provided by the Contractor, based on the agreed upon cost structure and all associated charges within ten (10) business days, following the last day of the month

EVALUATION PROCESS

1. The college reserves the right to select the proposal most responsive to the college's needs.
2. The college reserves the right to award the contract to the firm who will best serve the interests of the college at the college's sole discretion. The college reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals. The college also reserves the right to waive minor irregularities or variations to specifications in the process.
3. The college reserves the right, before awarding the contract, to 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.
4. The college reserves the right to request additional information or clarifications and to allow corrections of errors and omissions. The college reserves the right to make those decisions after receipt of responses.
5. The college reserves the right to conduct any investigation of the qualifications of any firm that it deems appropriate.
6. A selection committee consisting of the staff from the college will review all proposals and make a determination based on the following factors:
 - a. Professional capacity to take on the work.
 - b. Proposed fee structure
 - c. Ability to perform within time and budget constraints

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- d. Evaluation of potential work plans
 - e. Previous work experience and performance with similar institutions
 - f. Recommendations by references
 - g. Other pertinent information submitted
7. The college may invite one or more finalists to have key personnel who would be engaged in the provision of the services make presentation(s) and/or discuss the proposal. The college will not be liable for expenses incurred in attending this interview.
 8. At the college's discretion, the college may invite one or more finalists for a second interview with the college president, executive vice president of finance and operations and other senior administrative staff. The college will not be liable for expenses incurred in attending this interview.
 9. The college will conduct contract negotiations with the firm whose proposal is deemed most responsive to the college's needs. Until the college acts formally to approve a contract, and until such contract is signed by both parties, the college is legally obligated in no respect. By this Request for Proposal, the college has not committed itself to undertake the work set forth.

QUALIFICATIONS

The awarded firm shall have a minimum of 10 years prior experience providing colleges or universities with investment custodial and safekeeping services.

PROPOSAL REQUIREMENTS AND FORMAT

Provide one (1) original and three (3) copies of your submittal. Firms shall provide a straight-forward, concise description of your firm's capability to satisfy the requirements of this RFP and perform the work described in this RFP. Prepare your responses to this RFP in the format and sequence specified below. Respond specifically to each item in the order as provided. Failure to comply may result in the college rejecting your proposal as non-responsive.

Cover Page

1. The cover page shall provide the name, physical address, email address and telephone number of the person(s) available for contact regarding the proposal. Such person(s) must be authorized to make representations on behalf of the Respondent.

Authorization

1. Proposals must include a signed Authorization of Response form, completed certificates and the Business Enterprise Program information page.

Firm Information

1. Provide a brief description of your firm, including but not limited to the following:
 - a. 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.

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- d. Number of employees of the firm.
 - e. Number of years in business under current name and any past corporate names or affiliations.
 - f. Statement of whether there are any ongoing, pending, or potential legal actions against the firm.
2. Describe the organization, date founded and ownership of your firm and regulatory bodies your firm reports to. Has the firm experienced a significant change in organizational structure, ownership or management during the past three years and, if so, please describe.
 3. Identify any work to be subcontracted and provide company name, contact information and purpose.
 - a. Waubensee Community College reserves the right to reject any subcontractor.

Experience

1. Describe your firm and its capabilities. In particular, describe custody services offered by the financial institution including systems capabilities and standard reporting package.
2. Indicate the number of personnel involved in the delivery of custodial/master trust services, divided into appropriate functional categories.
3. Indicate which principals and associates from your firm would be involved in providing services to the college. Provide appropriate background information for each such person and identify his or her responsibilities. Principals involved in providing servicing under this project require a minimum of five years' experience.
4. Provide a minimum of three (3) education client references for similar services performed, preferably services performed for community colleges.
5. How long have you been providing custodial/master trust services? Describe the contractual arrangement under which you normally operate.
6. Please provide information regarding the financial strength of your institution.
7. Describe all the insurance coverage provided by your institution (include limits) for this account.
8. Has the Contractor, its parent organization, subsidiaries, affiliates or any key personnel been subject to any litigation or legal proceedings related to investment operations during the past five years? If yes, please explain.
9. Has the firm or any senior member of the firm been reported to or investigated by any regulatory authority within the past ten years? If yes, provide full, detailed explanation, including outcome, and a copy of regulatory body report.
10. Will your firm accept fiduciary responsibility for the assets committed to its discretion?
11. Please provide a copy of your certificate of insurance indicating insurance coverages. Indicate the face amount of insurance that the firm carries with respect to:
 - a. Errors and omissions
 - b. Fiduciary liability
 - c. Fidelity bonding
12. Are any arrangements maintained whereby your firm or any individual within the firm pays referral fees, finder's fees, soft dollars or other similar consideration or benefits to consultants, brokers or any other third party? If yes, please explain.
13. Will anyone, outside of your firm, be paid a finder's fee, bonus or any fee or compensation if your firm is retained by the college?

Custody and Securities Delivery

1. Describe your policies and procedures for registration and custody of assets.

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2. Describe your procedures for securities settlement and clearance. Include an in-depth explanation of all relationships with depositories and your participation in their services and processes.
3. Describe your safekeeping facilities.
4. Can you effect delivery or settlement of all types of securities transactions?
5. Do you provide delivery of securities to brokers or other parties?
6. If securities are lost or damaged, do you obtain replacement securities?
7. Explain your procedures relative to proxy voting, class action issues and corporate actions.
8. Explain briefly any area of expertise that sets you apart from other custodial service providers.

Fees for Services

1. Describe the way you propose to be compensated for your services. The cost of services is one of the factors that will be considered in awarding this contract. Please provide a thorough breakdown of your proposed fees for this engagement. A sample breakdown has been provided below.
2. Please supply the following fee breakdown as applicable:
 - a. Asset based fee \$ _____
 - b. Fees per transaction \$ _____
 - c. Fees related to Short-term Investment options \$ _____
 - d. On-line services \$ _____
 - e. Plan accounting \$ _____
 - f. Line-item accounts/Commingled accounts \$ _____
 - g. Wire and Telex charges \$ _____
 - h. Collection of Interest and Dividends \$ _____
 - i. Optional reports \$ _____
 - j. Additional Client Meetings \$ _____
 - k. Other: (please be specific) \$ _____
3. Will your fee be held for the duration of the contract?
4. Does the fee stated above include all services required to be performed as described in this Request for Proposal? If not, please list any miscellaneous fees not included.
5. Please describe your billing policy, including frequency.

Additional Documentation

1. Contract. Provide a sample copy of your firm's contract for these services including all terms and conditions.
2. Financial Statements and Ratings. Provide pages as necessary. Provide the most recent audited financial statements or annual report for the financial institution. Also include your most current Standard & Poors and Moody's credit ratings.
3. Account Analysis. Provide pages as necessary. Provide a sample of your financial institution's account analysis and a user guide for the account analysis.
4. Mergers/Acquisitions. Describe the status of any merger/acquisition activity your financial institution is currently planning or is in progress. Discuss any topics not covered in this RFP that you would like to bring to the college's attention.

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WAUBONSEE COMMUNITY COLLEGE - STANDARD TERMS AND CONDITIONS

Legal Entity: Waubonsee Community College District 516, commonly known as Waubonsee Community College is described herein as “Buyer” or “WCC”.

Seller: The “Seller” means any person, business or entity designated on this purchase order or contracted to provide “Deliverables.” Deliverables means the tangible and/or intangible personal property, product, service, software, information technology, telecommunications technology, apparatus, equipment, supplies, repairs, or other goods delivered pursuant to this purchase order, including items incident to the provision of services.

Limitation of Authority: All purchases shall be made in accordance with Illinois law. No officer or employee of WCC not expressly authorized under Illinois law, shall make any purchase on its behalf, or enter into any contract of purchase, verbal or written, for any Deliverable of any kind or description, or accept any of them on approval or otherwise. Seller is directed to applicable Illinois law to verify the authority of any person purportedly signing on behalf of the Legal Entity. The Buyer will not be responsible for articles delivered and/or services performed for its account without a specific written purchase order that has been authorized by the Purchasing Manager.

Governing Law and Limitation of Liability: This Agreement shall be governed and construed in accordance with the law of Illinois without reference to its conflict of laws and/or provisions. It is the intent of the parties that arbitration and mediation shall not be a remedy or prerequisite required by this contract, and any reference to “arbitration” or “mediation” contained in any contract or agreement resulting from the execution of this Purchase Order is void and of no legal effect. The parties waive any right to demand a trial by Jury and agree that the venue for litigation arising from this Purchase Order or any Contract or Agreement entered into subsequent to the execution of this Purchase Order shall be in the Circuit Court for the 16th Judicial Circuit, Kane County, Illinois regardless of the place of business or residence of Seller. The parties agree that this venue is convenient for all of them and each consent to the personal jurisdiction of such court. In the event of any litigation the prevailing party shall have the right to recover its reasonable attorney’s fees and costs. WCC shall not be liable to the Seller, or to any subcontractor, regardless of the form of action, for any consequential, incidental, indirect, or special damages, or for any claim or demand based on a release of information, or patent, copyright, or other intellectual property right infringement.

Indemnification: The Seller agrees to hold harmless and indemnify WCC, its officers, agents, trustees and employees, and defend each of them, against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against WCC, its officers, agents, trustees or employees, including reasonable attorneys’ fees and expenses, arising out of the acts or omissions of Seller, its officers, agents or employees, resulting from or connected with Seller’s performance hereunder or failure to comply with any applicable law or regulation.

Bidding: Seller certifies that it is not barred from bidding on agreement/contract as a result of a conviction for either bid rigging or bid rotating under Illinois law. WCC reserves the right to reject any and all bids, and waive any bid irregularities.

Purchases: A purchase order is required for all orders. Seller shall invoice Buyer for the goods at the time of final shipment unless otherwise provided for in this purchase order. Invoices shall show the purchase order number for each separate purchase order number issued. Failure to do so may result in a delay of payment. Packing slip shall be affixed to outside of package(s), listing contents of each package and notating an authorized purchase order number. Shipments without a purchase order will be rejected at the receiving dock.

Warranty:

- 1) Seller warrants that all Deliverables furnished hereunder will be free from defects in design, material, and workmanship, and will conform to applicable specifications, drawings, samples, and descriptions. This warranty is in addition to any warranties available under law, from the manufacturer, or any standard warranty of Seller.
- 2) At the time of delivery, no software shall contain any virus, timer, counter or other limiting design, instruction, or routine that would erase data or programming or cause the software or any hardware or computer system to become inoperable or otherwise incapable of being used in the full manner for which it was designed.
- 3) No Deliverable shall violate or infringe upon the rights of any third party, including, without limitation, any patent, copyright, trademark, trade secret, or other proprietary rights of any kind.
- 4) Seller warrants that it has full title to the Deliverables and has the right to grant to WCC the rights and licenses contemplated herein without the consent of any third party.

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

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

Cancellation:

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

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

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

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

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

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

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

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

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

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

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

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

- 1) All information that is obtained and work performed under this agreement and the Seller's Waubonsee Community College contract/order is considered sensitive, may or may not require use of sensitive and personal data and information and falls under one

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or more categories of information that is subject to protection from disclosure and misuse, including but not limited to: personal information and highly restricted personal information in connection with law enforcement sensitive data and information, the Privacy Act of 1974, 5 U.S.C. § 552a et. seq., the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g et seq. (FERPA), and personal information as defined under and governed by the Personal Information Protection Act, 815 ILCS 530 et seq.

- 2) Seller agrees to comply with all federal and state statutes, rules and regulations as identified in the Waubonsee Acceptable Usage Agreement (located at www.waubonsee.edu/it), understands that disclosure of any information, by any means, for a purpose or to an extent unauthorized herein, shall be grounds for immediate termination of the contract/order and this agreement, and may subject the offender to criminal and civil sanctions.
- 3) All source materials/data/information and resultant work products compiled or created and any information or portion of information derived therefrom are the property of the Waubonsee Community College and must not be used by Seller for any purpose other than the purpose outlined by the contract/order and this agreement.
- 4) Neither Seller, nor its officers, directors, agents, or employees shall divulge, sell, or distribute any information obtained from Waubonsee Community College or derived therefrom at any point in time to a third party, even after termination or expiration of a contract/order, except as may otherwise be required by law.
- 5) Seller shall notify each of its officers, directors, agents, and employees having access to the Waubonsee Community College information that such information may be used only for the purpose and to the extent authorized in this contract.

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

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

License: Upon payment in full for software, Seller grants to WCC a perpetual, non-exclusive, worldwide, irrevocable, fully paid right and license to install and use the software on all computing devices used by or for the benefit of WCC. This license is 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: Waubonsee 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.

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

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Due July 20, 2017 @ 1:00 p.m.

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. Cyber Liability: \$1 million dollars
 - b. Crime: \$1 million dollars, including third party theft
 - c. Professional Liability: \$5 million dollars
 - d. Errors and Omissions: \$1 million dollars
 - e. 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.
 - f. 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.
 - g. 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.

AUTHORIZATION OF RESPONSE AND ATTACHMENTS APPEAR ON THE FOLLOWING PAGES

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AUTHORIZATION OF RESPONSE

I HEREBY AUTHORIZE THIS PROPOSAL, ACKNOWLEDGING THAT I UNDERSTAND AND AGREE TO THE PROPOSAL INSTRUCTIONS AND SPECIFICATIONS. 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. BY SIGNING THIS DOCUMENT, I CERTIFY THAT THE FIRM IS NOT BARRED FROM BIDDING IN THE STATE OF ILLINOIS OR AT THE FEDERAL LEVEL.

Name of Company

Typed or Printed Name	Authorized Signature	Date
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Address

City	State	Zip Code
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Telephone Number	Fax Number
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Email Address

Proposals must be made in the official name of the firm or individual which business is conducted, stating official business address, and must be signed in ink by a person authorized to legally bind the person, partnership, company, or corporation submitting the proposal.

Acknowledgement of Addenda

I acknowledge having received addenda # _____.

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CERTIFICATE OF COMPLIANCE WITH ILLINOIS DRUG-FREE WORKPLACE ACT

_____ Contractor, having 25 employees, does hereby certify pursuant to Section 3 or the Illinois Drug-Free Workplace Act (Ill. Rev. Stat. Ch. 127 132.313) that [he, she, it] shall provide a drug-free workplace for all employees engaged in the performance of work under the contract by complying with the requirements of the Illinois Drug-Free Workplace Act, further certified, that [her, she, it] is not ineligible for award of this contract by reason of debarment for a violation of the Illinois Drug- Free Workplace Act.

Firm Name: _____

By: _____
(Authorized Agent of Contractor)

CERTIFICATE OF COMPLIANCE WITH ILLINOIS HUMAN RIGHTS ACT

_____ Contractor, does hereby certify pursuant to P.A. 87-1257, the Illinois Human Rights Act, the (he, she, it) has adopted a written sexual harassment policy that includes at a minimum the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under Illinois law; (iii) a description of sexual harassment, utilizing examples; (iv) an employer's internal complaint process, including penalty; (v) the legal recourse, investigative and complaint process available through the Department of Human Right Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

Firm Name: _____

By: _____
(Authorized Agent of Contractor)

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ELIGIBILITY CERTIFICATION AND NON-COLLUSION AFFIDAVIT

Public Act 85-1295 (Illinois Revised Statutes, 1987, ch. 38, art. 33E) requires that all contractors bidding for public agencies in the State of Illinois certify that they are not barred from bidding on public contracts for bid rigging or bid rotation.

The following certification must be signed and submitted with bidder's bid proposal. **FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF THE BIDDER.**

_____, as part of its bid on a
(name of contractor)

contract for the XX-XX-XXX – XXXXX, hereby certifies that said contractor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes.

The undersigned further certifies and 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 Agent of Contractor)

_____ Title

SUBSCRIBED and SWORN TO before me

this _____ day of _____.

_____ NOTARY PUBLIC

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, Females, and Persons with Disabilities Act, 30 ILCS 575/1, et seq.

Diverse Business (information about the business owner(s) only)

- 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>

WAUBONSEE COMMUNITY COLLEGE - THIRD-PARTY NON-DISCLOSURE AGREEMENT

CONFIDENTIALITY OF INSTITUTION INFORMATION:

1. All information obtained and work performed under this agreement and the Vendor's Waubonsee Community College contract/order is considered sensitive, requires 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. All source materials/data/information and resultant work products compiled or created and any information or portion of information derived therefrom are the property of the Waubonsee Community College and must not be used by the vendor for any purpose other than the purpose outlined by the contract/order and this agreement.
3. Neither Vendor, nor its officers, directors, agents, or employees shall divulge, sell, or distribute any information obtained from the Waubonsee Community College or derived therefrom at any point in time to a third party, even after termination or expiration of a contract/order, except as may otherwise be required by law.
4. The vendor shall notify each of its officers, directors, agents, and employees having access to the Waubonsee Community College information that such information may be used only for the purpose and to the extent authorized in this contract.
5. Vendor agrees to comply with all applicable federal and state statutes, rules and regulations, [Waubonsee Acceptable Usage Agreement](http://www.waubonsee.edu/it) (found 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 contact/order and this agreement, and may subject the offender to criminal and civil sanctions.
6. Unless authorized by Waubonsee Community College, Vendor may not copy, store, or transmit unencrypted confidential and sensitive data on non-college-owned/leased computing devices, or other portable storage or computing devices. Vendor shall destroy such data when they are no longer needed for the purpose for which they were released.
7. In the event of a security breach involving Waubonsee Community College information, Vendor agrees to comply with the notification requirements of any applicable state or federal law.

Contractor or Vendor:

Name: _____ Title: _____
Print Name *Print Title*

Signature Date: _____

END OF DOCUMENT