



INVITATION FOR BID

05-18-002 Fall 2018 Noncredit Schedules Bid Wednesday, May 23, 2018 @ 2:30 p.m.

Waubonsee Community College (WCC) seeks Bids from qualified Vendors to provide printing services for the Fall 2018 Noncredit Schedules. Due to necessity of a press check to ensure product quality, only printers within 150 miles of the Sugar Grove campus will be eligible to submit bids.

Responses to this Invitation for Bid (Bid) shall be submitted in a sealed envelope to the address below. **Envelopes must be clearly identified with the name of the Bid and Due Date/Time.** Bids received after the time and date specified in this Bid will not be considered.

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

PROPOSED SCHEDULE		BID CONTENTS	
Bid Open	May 7, 2018	❖	General Requirements
Last Day for Submittal of Questions	May 18, 2018	❖	Scope Of Work
Bids Due	May 23, 2018 @ 2:30 p.m.	❖	Bid Form
Recommendation of Award	June 20, 2018	❖	Subcontractor List / References
		❖	Certificates
		❖	Business Enterprise Program
		❖	WCC Terms And Conditions

All correspondence or questions concerning this Bid 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

GENERAL REQUIREMENTS

Instructions

1. Provide one (1) original and one (1) copy of your bid submittal.
2. Complete and return all pages of this bid document.
3. Bidders must acknowledge all addenda on the bid form.
4. Bidders are responsible for checking the college's purchasing webpage for updates to the Bid.
5. All correspondence or questions concerning this Bid should be addressed to purchasing@waubonsee.edu.
6. 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.
7. Bid documents are available for download from the college's purchasing webpage at <https://www.waubonsee.edu/businesses/purchasing/>.
8. All late Bids will be rejected.
9. A Bid Bond is NOT required for this project.
10. A Performance and Payment Bond is NOT required for this project.
11. Erasures or changes in Bids must be initialed. White-out is NOT permitted.
12. All Bids must be signed by a duly authorized representative of the firm. All unsigned Bids will be considered non-responsive and rejected.
13. All Bid prices must be good for a period of 60 days from the date of opening.
14. Bids may be withdrawn by written request from Bidder or his agent prior to the date and time established for opening of bids.
15. Before the contract is awarded, the successful Bidder shall furnish to the college for approval a complete list of all subcontractors they intend to use on the work.
16. The Bidder will be held responsible for the material, storage and installation.
17. The college reserves the right to award this project to one Vendor or split the award based on the best interests of the college.
18. The college reserves the right to accept or reject any or all Bids. The college also reserves the right to waive minor irregularities or variations to specifications in the process.
19. The college will issue a purchase order upon award by the college's Board of Trustees. Invoices will be paid monthly for work completed. The college's payment terms are net 30 days.
20. 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.

SCOPE OF WORK

Fall 2018 Noncredit Course Schedules

Quantity: 165,500 (approx.)

Location: Due to necessity of press check to ensure product quality, only printers within 150 miles of the Sugar Grove campus will be eligible to submit bids.

Photographs: Photos already dropped into artwork for inside pages.

Artwork: Artwork for the cover and all inside pages will be provided by the college on CD or via e-mail, either as native files (InDesign for inside pages, and covers) or as pdfs.

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Proof: The printer will supply the college with hard copy proofs of the body and color-accurate proof of the cover for approval prior to printing. A press check will also be conducted.

Packing/Delivery: Working from a college-provided list of zip codes, the printer must generate a mail route list to determine mailing quantities and then perform 2nd class simplified address mailing (periodical rate) as per U.S. Postal Service regulations. Approximately 155,000 schedules (cover #1) must be delivered on skids over two days to the designated post office for residential mailing.

Another 2,600 (approx.) schedules (cover #2) are to be sent as a bulk mailing. The printer will receive Excel spreadsheets of addresses from the college. These individual addresses will be laser-printed on.

Another 8,000 schedules (cover #3) are delivered, tied in bundles using string vs. plastic, on skids, to the college's Sugar Grove Campus within 15 working days of receipt of artwork.

Delivery of Files: June 21, 2018 (approx.)

Third Party: If it is the intention of the successful vendor that a third party perform any part of this contract, the College reserves the right to know the identity of the third party before the contract is awarded and to work directly with the third party during the performance of the contract. The vendor receiving this contract, however, is responsible for meeting deadlines, fulfilling specifications and for the quality of the finished class schedules.

DESIGN SPECIFICATIONS - 3 Options

Option #1

Paper: 80# Verso Influence soft gloss cover stock (or comparable stock) for exterior covers
35# 80 bright Newsprint, prime US or Canadian Sheet for inside pages
Seconds are not accepted. Proof of manufacturer of paper must be submitted with invoice.

Ink: Body and cover are four-color, full-bleed, three versions of the outside cover will be printed

Size: 6.625" x 9.5" overall trimmed

Construction: Tabloid-type book, saddle stitched left binding all sheets at fold; with even trimming. Note that page count will be kept divisible by eight so that more than one signature can be run and bound together in an effort to reduce wrinkling and gusseting.

Length – Two Options (Bid Both)

Approximately 40 pages, plus cover
Approximately 32 pages, plus cover

Option #2

Paper: 80# Verso Influence soft gloss cover stock (or comparable stock) for exterior covers
40# Norpac Norbrite book 80 for inside pages
Seconds are not accepted. Proof of manufacturer of paper must be submitted with invoice.

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Ink: Body and cover are four-color, full-bleed, three versions of the outside cover will be printed

Size: 6.625" x 9.5" overall trimmed

Construction: Tabloid-type book, saddle stitched left binding all sheets at fold; with even trimming. Note that page count will be kept divisible by eight so that more than one signature can be run and bound together in an effort to reduce wrinkling and gusseting.

Length – Two Options (Bid Both)

Approximately 40 pages, plus cover

Approximately 32 pages, plus cover

Option #3

Paper: 80# Verso Influence soft gloss cover stock (or comparable stock) for exterior covers
40# Resolute Gloss (#5) for inside pages
Seconds are not accepted. Proof of manufacturer of paper must be submitted with invoice.

Ink: Body and cover are four-color, full-bleed, three versions of the outside cover will be printed

Size: 6.625" x 9.5" overall trimmed

Construction: Tabloid-type book, saddle stitched left binding all sheets at fold; with even trimming. Note that page count will be kept divisible by eight so that more than one signature can be run and bound together in an effort to reduce wrinkling and gusseting.

Length – Two Options (Bid Both)

Approximately 40 pages, plus cover

Approximately 32 pages, plus cover

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BID FORM

NAME OF BIDDER _____

Having examined the specifications in Bid **05-18-002**, as prepared Waubensee Community College for **Fall 2018 Noncredit Schedules**, the Bidder hereby proposes to furnish all labor and materials, supervision, coordination, transportation, services and equipment for the sum of:

OPTION 1 - 80# Verso Influence soft gloss cover stock (or comparable stock) for exterior covers; 35# 80 bright Newsprint, prime US or Canadian Sheet for inside pages <div style="text-align: right;">165,500 (approx.) 40 Pages 165,500 (approx.) 32 Pages</div>	<div style="text-align: right;">\$ _____ \$ _____</div>
OPTION 2 - 80# Verso Influence soft gloss cover stock (or comparable stock) for exterior covers; 40# Norpac Norbrite book 80 for inside pages <div style="text-align: right;">165,500 (approx.) 40 Pages 165,500 (approx.) 32 Pages</div>	<div style="text-align: right;">\$ _____ \$ _____</div>
OPTION 3 - 80# Verso Influence soft gloss cover stock (or comparable stock) for exterior covers; 40# Resolute Gloss (#5) for inside pages <div style="text-align: right;">165,500 (approx.) 40 Pages 165,500 (approx.) 32 Pages</div>	<div style="text-align: right;">\$ _____ \$ _____</div>

Acknowledgement of Addenda I acknowledge having received addenda # _____

Provide samples of paper and cover stock with bid. Identify manufacturer and type of paper/stock on each.

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AUTHORIZATION OF BID

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

Address

City State Zip Code

Telephone Number Fax Number Date

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.

SUBCONTRACTORS

Provide information on the subcontractors to be used on this project. Failure to provide this information may result in rejection of bid.

	Subcontractor / Supplier Company Name and Address Phone/Fax/Email	Contact Name
1.		
2.		

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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

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 Waubensee Community College printing of the **Fall 2018 Noncredit Course Schedules**, 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.

Identify Business Status (___MBE ___WBE ___DBE ___VOB)

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

Small Business

- ☐ HUBZone small business
- ☐ Service-disabled veteran-owned small business
- ☐ Small Business
- ☐ Small disadvantaged business
- ☐ Veteran-owned small business
- ☐ Women-owned small business
- ☐ Not Applicable

Certifying Organization

- ☐ DCMS (Department of Central Management Services) Business Enterprise Program
- ☐ CMBDC (Chicago Minority Business Development Council)
- ☐ IDOT (Illinois Department of Transportation)
- ☐ WBDC (Women's Business Development Center)
- ☐ Other (Please Specify)
- ☐ Not Applicable

For more information please visit:

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

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.

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- 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:

- 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

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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 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

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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.

END OF DOCUMENT