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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

### Summary

Waubonsee Community College (WCC) seeks sealed bids from qualified contractors to provide services for the replacement of data systems UPS in Dickson Center, Collins Hall and the Shelter.

**A mandatory attendance pre-bid meeting will be held on Monday, January 14, 2019 at 2:00 p.m. in Dickson Center, 2<sup>nd</sup> floor, Main Area.**

### Schedule

- Bid Publication Date Wednesday, January 9, 2019
- Pre-Bid Meeting Wednesday, January 16, 2019 at 2:00 p.m. in Dickson Center
- Last Day for Submittal of Questions Monday, January, 21, 2019
- Bids Due to the college Wednesday, January 23, 2019 at 2:00 p.m.
- Recommendation of Award Wednesday, February 20, 2019
- Substantial Completion TBD

## Information

1. Bid documents are available for download from the college's purchasing webpage at <https://www.waubonsee.edu/local-businesses-employers-and-vendors/bidrfprfi-opportunities>.
2. Bids may be withdrawn by written request from Bidder or his agent prior to the date and time established for opening of Bids.
3. All late, faxed or emailed Bids will be rejected.
4. All Bid prices must be good for a period of ninety (90) days from the date of opening.
5. The award of the contract will be made within ninety (90) days after the opening of BIDS to the lowest responsive and responsible bidder whose bid complies with all requirements prescribed herein.
6. Bid summary will be posted to the college's purchasing webpage after award of orders.
7. If the Bid is not awarded within ninety (90) days after the opening of bids, a Bidder may file a written request with the Purchasing Manager on the withdrawal of their bid, and the Purchasing Manager will permit such withdrawal.
8. The price bid for each item is the full purchase price, including delivery to destination, rigging expenses, balancing provisions no matter what the cause for imbalance, and includes all transportation and handling charges, premiums on bonds, material or service costs, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period. List all costs individually on a separate sheet.
9. The college reserves the right to award this project to one vendor or split the award based on the best interests of the college.
10. Vendors involved in providing servicing under this project require a minimum of five years' experience.
11. The college reserves the right to reject or accept any or all Bid responses, to extend the bidding period, to waive technicalities in the documents or rebid prior to award of the Contract.
12. The college will issue a purchase order after award of orders.
13. Invoices will be paid monthly for work completed. The college's payment terms are net 30 days.
14. Waubonsee Community College's Standard Terms and Conditions are included and made part of this bid package by reference. Contact [purchasing@waubonsee.edu](mailto:purchasing@waubonsee.edu) to obtain a copy of the standard terms and conditions.
15. Any **Change Work Orders** must be submitted to the college in writing and approved by the college in writing.
16. The **Prevailing Wage Act** requires contractors and subcontractors to pay laborers, workers and mechanics employed on PUBLIC WORKS construction projects no less than the general prevailing rate of wages (consisting of hourly cash wages plus fringe benefits) for work of a similar character in the county where the work is performed.
17. Waubonsee Community College encourages the participation of qualified businesses owned by minorities, females and persons with disabilities in contracts the college awards. This policy shall be furthered by complying with the **Business Enterprise for Minorities, Females and Persons with Disabilities Act**, 30 ILCS 575/0.01 et seq. and by cooperating with the Illinois Business

Enterprise Council.

18. WCC belongs to the following consortiums and Group Purchasing Organizations: E&I (Educational and Institutional Cooperative Purchasing); Sourcewell, US Communities; TCPN/National IPA; Midwest Higher Education Compact Consortium, and the Illinois Public Higher Education Cooperative. If you have pricing agreements with any of these organizations, pricing should minimally reflect these discounts. The college expects to be provided with the best available pricing.
19. All bid responses will become the property of Waubonsee 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

## Instructions

1. Provide one (1) original and two (2) copies of your Bid in a sealed envelope.
2. Provide one original of the Bid Bond.
3. Bid submittals must include all pages noted on the cover page of this bid document.
4. Erasures or changes in bids must be initialed. White-out is NOT permitted.
5. Bidders may not contact any college employee to discuss this IFB. **All correspondence or questions concerning the IFB should be addressed to [purchasing@waubonsee.edu](mailto:purchasing@waubonsee.edu).** All questions must be submitted in writing and will be responded to by addendum. Do not expect an immediate answer. Include your email address and/or fax number for any necessary communication.
6. Bidders are responsible for checking the college's purchasing webpage for updates to the IFB and will be required to acknowledge receipt of the addenda in the IFB response.
7. **Bid Bond**
  - a. None required
8. **Performance and Payment Bond**
  - a. The awarded Contractor shall furnish a Performance and Payment Bond in the full amount of the Contract. The Surety issuing the Performance and Payment Bond must have a general rating of "A" and shall be a Class V or higher in the financial size category as defined by Best's Key Rating Guide – Property and Casualty.



**INVITATION FOR BID (IFB)**  
**01-19-002 Replacement of Data Systems UPS**  
**January 23, 2019 at 2:00 p.m.**

**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.

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Name of Company

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Address

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City State Zip Code

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Telephone Number Fax Number

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 Authorized Signature Date

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Print Name Title

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Email Address

## 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, 720ICLS 5 with regards to bid rigging/bid rotating.
9. When required by law, the bidder and all bidder's subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training as required by Illinois Public Act 093-0642.

***Authorized Signatory:*** \_\_\_\_\_ ***Date:*** \_\_\_\_\_

## CONFLICT OF INTEREST DISCLOSURE AND NON-COLLUSION FORM

**All 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.

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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 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>

**REFERENCES OF SIMILAR WORK PERFORMED**

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Name

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Company Name

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Address

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City State ZIP Code

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Name

---

Company Name

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Address

---

City State ZIP Code

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Name

---

Company Name

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Address

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City State ZIP Code

## INSURANCE AND INDEMNITY REQUIREMENTS

1. **SAFETY:** The Contractor, its agents, employees, material men and its Subcontractors will perform all work on the project in a safe and responsible manner, and in compliance with all Federal, State and local safety requirements and standards.
2. **INDEMNIFICATION:** The work performed by the Contractor shall be at the risk of the Contractor exclusively. To the extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, affiliated companies of Owner, their partners, joint venturers, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorney's fees and costs, and consultants' fees and costs) which arise in whole or in part or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by Sub-Contractor or its agents.
3. **INSURANCE:** The insurance required shall be written for the duration of the Contract in amounts not less than the following minimum limits or as required by law whichever is greater. The Insurer must give the college at least 30 days prior written notice of cancellation and termination of the firm's coverage thereunder. All subcontractors the firm hires must comply with the same requirements.
  - a. Comprehensive General Liability including Contractor's protective liability, Contractual liability, Completed Operations and Products liability. The latter shall be written for a period of one year from the date of acceptance by the Owner, to be renewed annually as long as the contract is in force. Minimum limits shall be as follows:
    - i. Not less than \$1 million dollars Each Occurrence, \$2 million Products/Completed Operations aggregate, \$1 million Personal and Advertising Injury limits, and \$2 million General Aggregate subject to a per project aggregate.
    - ii. **Firm shall provide Waubensee Community College with a Certificate of Insurance and endorsement naming Waubensee Community College District No. 516, its officers, agents, employees and assigns as Additional Insured thereunder on a primary and noncontributory basis.**
  - b. Workman's Compensation as required by all applicable laws including employer's liability in the amount of \$500,000.00 or as otherwise limited by law.
  - c. Comprehensive Business Automobile Liability including non-ownership and hired car coverage as well as owned vehicles. Minimum limits shall be as follows:
    - i. Written in the amount of not less than \$1 million each accident and covering any auto.
  - d. Umbrella Liability Insurance: Written in the amount of no less than \$5 million each accident.
4. **PROPERTY INSURANCE:** It is agreed that the Contractor shall purchase and maintain property insurance for its material left at the job site. Contractor waives all rights of subrogation against Owner for loss of, or damage to, Contractor's work, tools, machinery, equipment, materials or supplies.

## SCOPE OF WORK

### Approach, Plan of Work and Timeline

1. Waubensee Community College estimates a start date in March 2019 and completion in May 2019. Contractors should identify if this timeline is reasonable or if more time would be required.

### General Conditions

1. Safety of Persons and Property
  - a. The Owner is NOT in charge of the Work or in control of the Work. The obligation of the Contractor shall be construed to include, but not be limited to injury or damage upon failure to use or misuse by the Contractor, his agents and employees of any scaffold, hoist, crane, stay, ladder, support of other mechanical contrivance erected or constructed by any person or any or all other kinds of equipment, whether or not owned or furnished by the Contractor. The Contractor expressly agrees that he is exclusively responsible for compliance with OSHA and local regulations for construction and that he is the "employer" within the meaning of those regulations. Any provision in the Contract Documents in conflict with this paragraph shall be null and void.
2. Storage of Materials:
  - a. Contractors to store all materials and equipment in a place that it will not serve as a barrier to entrances or become a nuisance as determined by the Owner.
  - b. Materials are to be stored per manufacturer requirements/recommendations.
3. Work Restrictions, General:
  - a. On-Site Work Hours: Work shall be generally performed outside the existing building during normal business working hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except otherwise indicated.
    - i. Weekend Hours: Consult with Owner
    - ii. Early Morning Hours: Consult with Owner
    - iii. Hours for Utility Shutdowns: Consult with Owner
  - b. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
    - i. Notify Owner not less than 2 (two) days in advance of proposed utility interruptions
    - ii. Do not proceed with utility interruptions without Owner's written permission
  - c. 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.

- i. Notify Owner not less than 2 days in advance of proposed disruptive operations
  
- d. Nonsmoking Campus: Smoking is NOT permitted on the Waubonsee Community College Campus. Smoke breaks may be taken inside vehicles.
- e. Controlled Substances: Use of tobacco products and other controlled substances is not permitted within the building or on Project Site.
- f. On premises restrooms may be used by workers for the duration of the project.

### Closeout Procedures

1. Project Close-out Meeting:
  - a. Schedule and conduct a post construction meeting with owner to review and ensure project has been satisfactorily completed and all close-out requirements are understood.
  
2. Substantial Completion
  - a. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
    - i. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete
    - ii. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents
    - iii. Prepare and submit Project Record Documents, operation and maintenance manuals, and similar final record information
    - iv. Complete startup testing of systems
    - v. Submit changeover information related to Owner's occupancy, use, operation, and maintenance

### Waste and Disposal

1. Contractor is responsible for disposal of all demolition and waste from installation.
2. Dumpster location to be coordinated with owner.
  - a. Plywood or other protection is required to be placed under dumpster to protect pavement from damage.
3. 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.
4. Remove rubbish, debris and scrap promptly upon its accumulation and in no event later than the 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.

5. 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.
6. 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.
7. 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.

### Protection

1. All landscaping and hardscape/pavement are to be protected.
2. Plywood or other means should be used to protect pavement from damage by dumpsters or any other equipment as needed.
  - a. Owner is to be consulted in advance, if existing landscaping must be altered to allow for work to progress.
  - b. Owner is to be notified immediately if landscaping is damaged in the course of performing work.
3. Extreme care shall be taken by Contractor to safeguard all existing facilities, site amenities, utilities, irrigation systems, windows, and vehicles on or around the job site. Damage done to public and/or private property by the Contractor, shall be the responsibility of the Contractor and shall be repaired and/or replaced by Contractor at no additional cost to the college.
4. The Contractor shall use all means to protect existing objects, structures and vegetation. In the event of damage, the Contractor shall immediately make all repairs, replacements and dressings to damaged materials, to the approval of the college, at no additional cost to the college.

**Additional scope of work and specifications appear on the following pages.**