



Commencement Furniture Rental Bid for 2022
IFB: 03-22-002

BIDS DUE: Wednesday, March 23, 2022 at 2:00 p.m. Central

Waubonsee Community College is seeking bids for the rental of furniture for the 2022 Commencement to be held at the Sugar Grove Campus.

A mandatory pre-bid meeting will be held on Wednesday, March 16, 2022 at 3:00 p.m. in the Fieldhouse lobby, Sugar Grove Campus. Bidders will be able to ask questions and see the inside the building the commencement services will be held.

To Be Returned with Bid

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

Schedule

- Bid Publication Date March 10, 2022
- Mandatory Prebid Meeting March 16, 2022 at 3:00 p.m. in Fieldhouse Lobby, SG
- Last Day for Submittal of Questions March 20, 2022
- Final Day for Addenda March 21, 2022
- Bids Due March 23, 2022 at 2:00 p.m.
- Recommendation of Award April 20, 2022

Bid Submission: Only electronic bids will be accepted

Electronic bids shall be submitted directly on the BHFX Planroom website, www.bhfxplanroom.com.

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

Sugar Grove

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

Aurora Downtown

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

Aurora Fox Valley

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

Plano

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

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BID FORM

Owner: Waubonsee Community College
Project Name: 03-22-002 Commencement Furniture Rental for 2022
Project Location: Rt. 47 at Waubonsee Drive
Sugar Grove, IL 60554

Date: _____

Submitted by:

(Bidder's Company, contact name and address, Phone number and Email address of person to contact regarding this Bid)

Having examined the site and having familiarized itself with the conditions affecting the cost of the work associated with the Waubonsee Community College Commencement Furniture Rental bidding documents, Bidder hereby proposes to perform everything required and to furnish all labor, materials, necessary tools, expendable equipment and transportation services necessary to complete in a workmanlike manner for the following sum:

Total Base Bid

Provide, install and remove furniture as specified in this bid document. \$_____ (in figures)

_____ (in words)

Acknowledgement of Addenda

I acknowledge having received addenda # _____.

Acceptance

This offer shall be open to acceptance and is irrevocable for ninety (90) days from the Bid closing date.

If the bid is accepted by the Owner within the time period stated above, awarded Bidder will:

- A. Execute the Agreement within ten (10) days of receipt of Notice of Award.
- B. Furnish the required Certificate of Insurance within ten (10) days of receipt of Notice of Award.
- C. Commence work as established by the written Notice to Proceed.

Bid Form Authorization

The Corporate Seal of:

(Bidder – please print the full name of your Proprietorship, Partnership, or Corporation)

Was hereunto affixed in the presence of:

(Authorized signing officer)

(Title)

(Seal)

If the bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

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 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.

☐

Bidder certifies that there is no known conflict of interest with any WCC administrator, trustee, committee member or employee of the college.

Non-Collusion Statement

The undersigned affirms that he/she is duly authorized to execute this contract and that this company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other Bidder, and that the contents of this Bid as to prices, terms or conditions of said Bid have not been communicated by the undersigned, nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Bid.

The undersigned further affirms that this Bid was prepared independently for this project and that it contains no fees or amounts other than for legitimate execution of this work as specified and that it includes no understandings or agreements in restraint of trade.

Firm Name: _____

By: _____
(Authorized Signatory)

_____ Title

STATE OF ILLINOIS BUSINESS ENTERPRISE FOR MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES ACT INFORMATION

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

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

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

Small Business Certification

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

Certifying Organization

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

For more information please visit:

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

REFERENCES OF SIMILAR WORK PERFORMED

Name	Phone Number	
Company Name		
Address		
City	State	ZIP Code

Name	Phone Number	
Company Name		
Address		
City	State	ZIP Code

Name	Phone Number	
Company Name		
Address		
City	State	ZIP Code

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 Location

Main Campus

Waubonsee Community College Sugar Grove, Rte. 47 at Waubonsee Drive, Sugar Grove, Illinois 60554

GENERAL REQUIREMENTS

Information

1. **All correspondence or questions concerning the IFB should be addressed to purchasing@waubonsee.edu.** All questions must be submitted in writing and will be responded to by addendum. Do not expect an immediate answer. Include your email address for any necessary communication.
2. **A mandatory pre-bid meeting will be held on March 16, 2022 at 3:00 p.m. in the Fieldhouse lobby, Sugar Grove Campus. Bidders will be able to ask questions and see the inside the building the commencement services will be held.**
3. **BID DOCUMENTS:** Bid documents are available for download from the BHFX Planroom, www.bhfxplanroom.com.
4. **BID SUBMISSION:** Bids are due before 2:00 p.m. Wednesday, March 23, 2022. Bids will not be accepted after this time.
 - a. Electronic bids shall be submitted directly on the BHFX Planroom website, www.bhfxplanroom.com. **Only electronic bids will be accepted.**
 - b. Bidders must be logged in to submit their bids. Once logged in, click the "Submit Bid" Tab to drag and drop all bid documents. All documents must be loaded into the Drag and Drop box before clicking on "Submit", including bid bonds. For questions regarding bid submission, please contact BHFX at 847-593-3161 ext. 206.
 - c. Bidders shall submit electronically, one (1) copy of the Bid Form including all pages of this bid document, or at minimum, the following pages:
 - i. Signature Page

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- ii. Unit Costs
 - iii. Certifications
 - iv. Conflict of Interest Disclosure and Non-Collusion Form
 - v. State of Illinois Business Enterprise Form
 - vi. Waubonsee's Business Enterprise Program Participation and Utilization Form
 - vii. References
- d. Signature of company official on original document shall be construed as acknowledgement of receipt of all addenda pertaining to this specific proposal. Identification by number of addenda and date issued should be noted on signature page.
5. **BID OPENING: Bids will be publicly opened electronically, via Zoom, at 2:00 p.m. on Wednesday, March 23, 2022.**
- a. **To Join Zoom Meeting:**
- Topic: Commencement Furniture Rental
Time: Mar 23, 2022 02:00 PM Central Time (US and Canada)
- Join Zoom Meeting
<https://waubonsee.zoom.us/j/93111425090?pwd=VnErcDVoOWU4MHErVktiRXpGTjZBZz09>
- Meeting ID: 931 1142 5090
Passcode: 3@K1?11J
One tap mobile
+13126266799,,93111425090#,,,,*59573658# US (Chicago)
+13017158592,,93111425090#,,,,*59573658# US (Washington DC)
- Dial by your location
+1 312 626 6799 US (Chicago)
+1 301 715 8592 US (Washington DC)
+1 929 205 6099 US (New York)
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)
+1 253 215 8782 US (Tacoma)
Meeting ID: 931 1142 5090
Passcode: 59573658
Find your local number: <https://waubonsee.zoom.us/u/ab8vn30bcV>
- Join by Skype for Business
<https://waubonsee.zoom.us/skype/93111425090>
6. **TAX EXEMPTION:** Waubonsee Community College is exempt from Federal, State, and Municipal

taxes.

7. BIDDING PROCEDURES:

- a. No bid shall be modified, withdrawn, or cancelled for ninety (90) days after the bid opening date without the consent of the College Board of Trustees.
- b. Changes or corrections may be made in the bid documents after they have been issued and before bids are received. In such case, a written addendum describing the change or correction will be issued by the College to all bidders of record. Such addendum shall take precedence over that portion of the documents concerned and shall become part of the bid documents. Bids may be withdrawn by written request from Respondent or his agent prior to the due date and time.
- c. Each bidder shall carefully examine all bid documents and all addenda thereto and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, not later than seven (7) days prior to bid due date, notify the college who will, if necessary, provide a written addendum to all Bidders. The college will not be responsible for any oral instructions. After bids are received, no allowance will be made for oversight by bidder.
- d. **A Bid Bond is not required.**
- e. **A Performance and Payment Bond is not required.**
- f. The college reserves the right to reject or accept any or all responses, to extend the open period, to waive technicalities in the documents or rebid prior to award of the Contract.

8. **SUBCONTRACTING:** Bidders must provide on the bid form all subcontractors intended for this project. Failure to do so may be cause for rejection.

9. **BID AWARD:** The successful contractor, and/or any contractor shall not proceed on this bid until it receives Notice to Proceed in writing or a Purchase Order from the college. Failure to comply is at the Contractor's risk. Award of bid is not a commitment to purchase on behalf of the college.

10. **CHANGES TO CONTRACT AFTER BID AWARD:** There shall be no deviations from any work without a written change order. All change orders must be approved prior to by the college's Project Manager as well as executed by the successful Contractor.

11. **PREVAILING WAGE:** All contracts for the construction of public works are subject to the Illinois Prevailing Wage Act (820) ILCS130/1-12). The successful Bidder may not pay less than the prevailing hourly wage rate determined by the Illinois Department of Labor for the county where the contract is executed.

12. **INVOICES / PAYMENT:** Invoices will be paid monthly for work completed. The college's payment

terms are Net 30 days.

13. **LAWS AND ORDINANCES:** In execution of the work, the Contractor shall comply with applicable state and local laws, ordinances and regulation, the rules and regulations of the Board of Fire Underwriters, and OSHA standards.
14. **BUSINESS ENTERPRISE PROGRAM:** Waubonsee Community College urges interested businesses to visit the Department of Central Management Services (CMS), Business Enterprise Program (BEP) web site to obtain details on the BEP program. To qualify or locate prime vendors or subcontractors certified by the state of Illinois go to https://www2.illinois.gov/cms/business/sell2/bep/Pages/Vendor_Registration.aspx for complete requirements for BEP certification.
15. **TERMS AND CONDITIONS:** The college's Terms and Conditions (Appendix A) shall be incorporated into this Agreement and supersede any conflicting provisions.
16. **INSURANCE:** Contractors selected through this process must provide the college with a certificate of insurance meeting the college's requirements (Appendix B). If the coverage period shown on the Contractor's current certificate of insurance ends during the duration of the project, the Vendor must, prior to the end of the coverage period, file a new certificate of coverage with Waubonsee showing that coverage has been extended.
17. **FOIA:** 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

SCOPE OF WORK

Summary

Waubonsee Community College is seeking bids for the rental of furniture for the 2022 Commencement to be held at the Sugar Grove Campus.

General

1. Sizes and Quantities are subject to change.
2. Lift Gate Required
3. Bid must be submitted with floorplan/drawing
4. All furniture and other rented items must be in good to excellent condition.
5. The college will inspect after installation and any item(s) that do not meet the college's approval will be replaced at the Vendor's expense.

Equipment / Material

1. Stage
 - a. Finished size and height-16'x32'x24" (Must be enclosed with hand rails on 3 sides, Left, Back, Right)
 - b. Floorcovering under stage
 - c. To include Black stage skirting
 - d. Ramps on left and right sides w/rails
 - e. Pipe and Drape backdrop (black)
 - f. Thirteen (13) Garden Chairs (white)
2. Main Floor (Graduate/Faculty Seating)
 - a. Three Hundred Fifty-two (352) Folding Chairs (white)
3. Guest Seating
 - a. One Thousand Four Hundred and Twenty (1,420) Folding Chairs (black) (1,370 for placement with 60 extra supplemental)
 - b. Side Risers, (1 left, 1 right, 16'x48'x8" rise) Finished Size and Height 16'x48' two levels with handrails and entrance step platforms on each side. (Must be enclosed with hand rails on 3 sides, Left, Back, Right)
 - c. Back Risers, (40' x 92' x 8" rise) Finished Size and Height 40' x 92' five levels. (Must be enclosed with hand rails on 3 sides, Left, Back, Right)
 - d. Pipe and Drape backdrop (Black)
4. Side Pipe and Drape
 - a. Pipe and Drape backdrop 12' (Black). Placement left side of stage, right side of stage wrapping around to behind right-side risers to second bay of exit doors, each side of rear risers, 30' backdrop in the competition gym, 30' backdrop in front of concession stand and 30' backdrop in Lobby Area. Approximate Total 210'.

Execution

1. Delivery/Setup – start 05/9/2022, 8:00 a.m.; complete by 5/10/2022, 5:00 p.m.

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2. Teardown – Start 5/16/2022, complete no later than 5/18/2022 5:00 p.m.
3. Coordination with the college's Campus Safety and Operations department is required.

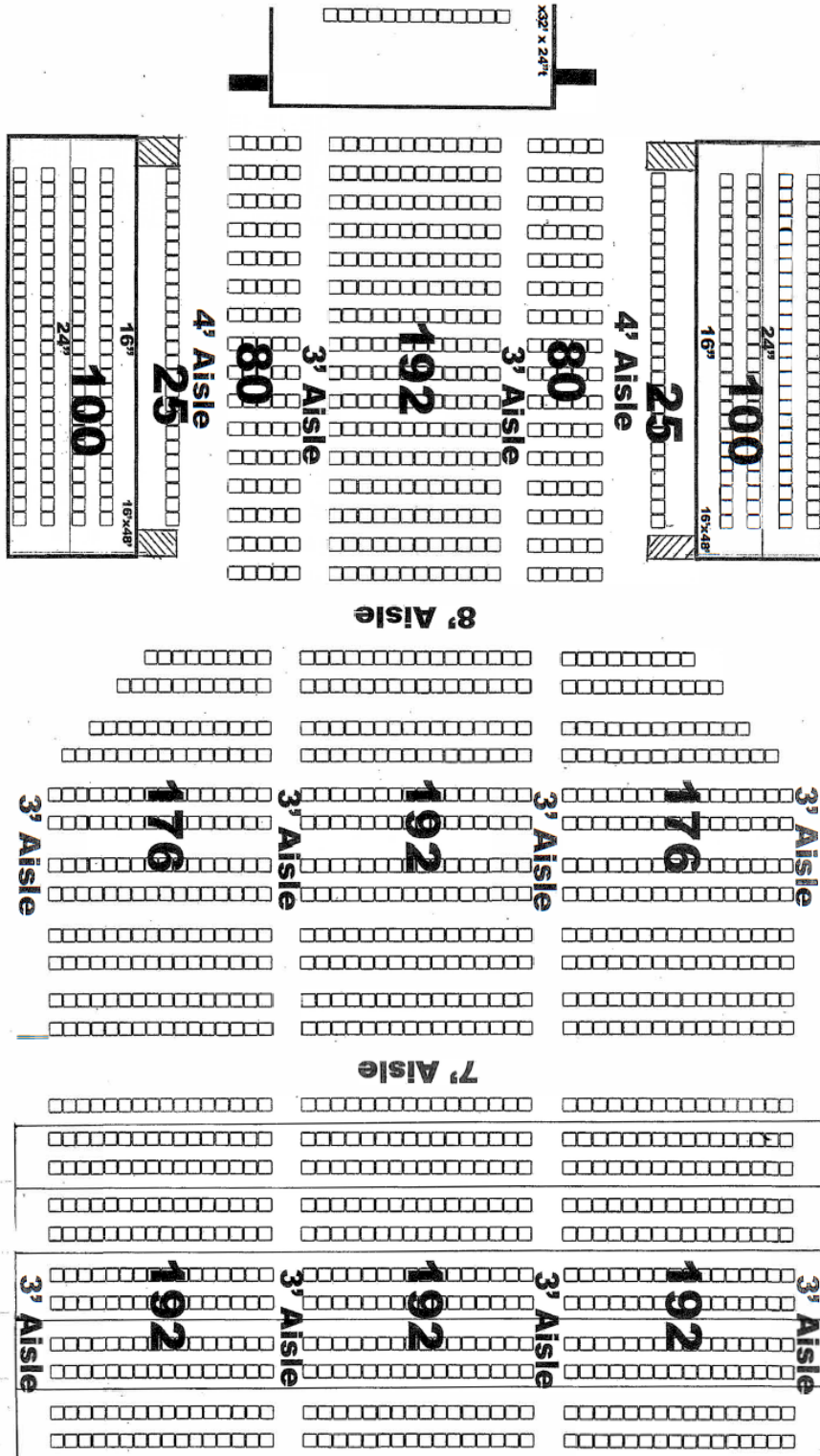
Protection

1. Care shall be taken by the Vendor 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 Vendor shall be the responsibility of the Vendor and shall be repaired and/or replaced by Vendor at no additional cost to the college.

Waste and Disposal

1. Contractor shall be responsible for all cleaning required for work under the Contractor's jurisdiction as well as for keeping all work areas, passageways, ramps, stairs and all other areas of the premises free of accumulation of surplus materials, rubbish, debris and scrap which may be caused by the Contractor's operations.
2. Remove rubbish, debris and scrap promptly upon its accumulation and in no event later than the end of each workday. Contractor is responsible for the management and removal of waste materials, including hazardous materials, to be disposed of in accordance with all applicable laws, regulations, codes, rules, and standards.
3. Burning of rubbish or debris is not allowed at the site. Rubbish, debris and scrap is not to be thrown through any window or other opening, or dropped from any great height; it shall be conducted to the ground, to waiting truck(s) or removable container(s) by means of approved chutes or other means of controlled conveyance.
4. Spillages of oil, grease or other liquids that could cause a slippery or otherwise hazardous situation or stain a finished surface shall be cleaned up immediately.
5. If rubbish and debris is not removed, or if surfaces are not cleaned as specified above, the college reserves the right to have said work done by others and the related cost(s) will be deducted from monies due the Contractor.

Room Layout



Appendix A: WCC's STANDARD TERMS AND CONDITIONS

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

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

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

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

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

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

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

Warranty:

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

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,

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which consent may be given or withheld at Buyer's sole discretion. Any assignment made without such consent shall be null and void.

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

Cancellation:

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

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

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

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

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

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

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

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:

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- 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 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

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number. Any Deliverable under this purchase order that may be subject to a copyright shall be considered a "work for hire" as defined by the U.S. Copyright Act and shall be owned by WCC and WCC shall be considered the author of such item. If a Deliverable shall not be considered a "work for hire" under the U.S. Copyright laws, Seller hereby irrevocably assigns all right, title, and interest in the Deliverable, including all intellectual property rights effective from the moment of creation of the Deliverable.

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

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

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

Appendix B: INSURANCE AND INDEMNITY REQUIREMENTS

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

END OF DOCUMENT