

TABLE OF CONTENTS

COLLEGE OVERVIEW3
 Campus Locations 3

GENERAL REQUIREMENTS3
 Summary..... 3
 Information..... 3

SCOPE OF WORK6
 Summary..... 6
 General 7

BID AUTHORIZATION PAGE 11

BID PRICING WORKSHEET 12

CERTIFICATIONS..... 14

CONFLICT OF INTEREST DISCLOSURE AND NON-COLLUSION FORM..... 15

STATE OF ILLINOIS BUSINESS ENTERPRISE FOR MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES ACT INFORMATION..... 16

REFERENCES OF SIMILAR WORK PERFORMED..... 17

Appendix A: WAUBONSEE’S STANDARD TERMS AND CONDITIONS 18

Appendix B: INSURANCE AND INDEMNITY REQUIREMENTS 22

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 (Waubonsee, College) seeks sealed bids for a three-year contract with two (2) additional one-year renewal options from independent providers with demonstrated professional competence, experience and licensing to collect, recycle and dispose of waste materials at all four campuses.

Contact Eileen Keeney-Garcia at 630-466-5797 if you would like to obtain a Visitor Pass to walk the campus(es) and field verify. **All correspondence or questions concerning this Bid should be addressed to purchasing@waubonsee.edu. An addendum will be issued and posted to the college's Bid webpage.**

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. **Bid Submission:** Sealed Bids are due before 11:00 a.m. Friday, January 27, 2023. Bids will not be accepted after this time.
 - a. Bidders shall submit one (1) original and two (2) copies of their Bid including all pages

INVITATION FOR BID (IFB)
01-23-001 Waste Collections and Recycling Services Bid
January 27, 2023 at 11:00 a.m.

noted on the cover page of this bid document.

- b. All bids must be submitted in a sealed envelope marked "Waste Collections and Recycling Services Bid" and delivered to:

Theresa Larson, Purchasing Manager
Waubensee Community College
4S783 State Route 47, DKN 228
Sugar Grove, IL 60554

- c. **Envelopes must be clearly identified with the name of the Bidder, Project Name and Due Date/Time.**
 - d. Late Bids received after the date and time specified in this Bid will not be considered.
3. **Bid Opening:** Bids will be opened publicly and read aloud at 11:00 a.m. on Friday, January 27, 2023 at the college, Dickson Center, 2nd floor open area, 4S783 State Route 47, Sugar Grove, IL 60554.
4. **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. Bids may be withdrawn by written request from Bidder or his agent prior to the date and time established for opening of Bids.
 - i. 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.
 - c. 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.
 - d. Each bidder shall carefully examine all bid documents and all addenda thereto and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, not later than four (4) days prior to bid due date, notify the college who will, if necessary, provide a written addendum to all Bidders. The college will not be responsible for any oral instructions. After bids are received, no allowance will be made for oversight by bidder.
 - e. The bidder acknowledges the right of the College Board to reject any or all proposals and to waive informality or irregularity in any proposal received and to award each item to different bidders or all items to a single bidder. In addition, the bidder recognizes the right of the College Board to reject a proposal if the proposal is in any way incomplete or irregular. The College Board may also award, at its discretion, only certain items quoted

INVITATION FOR BID (IFB)
01-23-001 Waste Collections and Recycling Services Bid
January 27, 2023 at 11:00 a.m.

on. The College Board also reserves the right to reject the proposal of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a Bidder when investigation shows that Bidder is not in a position to perform the contract..

5. **Bid Deposit:** A Bid Bond is NOT required for this project.
6. **Performance and Payment Bond:** A Performance and Payment Bond is NOT required for this project.
7. **Subcontracting:** All work for this contract is to be performed by the selected firms own staff. Subcontracting any portion of this project will not be allowed without written authorization from the college. Information on any subcontractors must be provided with this Bid.
8. **Award of Bid:** 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.
 - a. 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.
9. **Contract:** The contract will be effective from the signature date of the executed agreement and will remain in effect for three (3) years, with an option to renew for two (2) additional one-year periods. Bidder will include a copy of their standard agreement and terms and conditions with Bid.
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 Senior Building and Grounds Manager.
11. **Tax Exemption:** Waubensee Community College is exempt from Federal, State, and Municipal taxes.
12. **Payment Terms:** 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 regulations.
14. **Controlled Substances:** Use of tobacco products and other controlled substances is not permitted on Project site, within the building or on campus grounds. Tobacco products may be used within personal vehicles.
15. **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. The contractor/subcontractor must maintain the original copies of all Prevailing Wage and Non-Prevailing Wage time and payroll records required under the Prevailing Wage Act for a period of five years. Go to <http://labor.illinois.gov> for more detailed information regarding application of the Prevailing Wage Act.
16. **Business Enterprise Program (BEP):**
Business Enterprise Program Participation and Utilization Plan
Waubensee Community College will make every effort to use and/or contract with small, minority-owned, and/or women-owned businesses in the procurement process. This solicitation

contains a goal to include businesses owned and controlled by minorities, females, and persons with disabilities in the college's procurement and contracting processes in accordance with the State of Illinois' Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575). Because these goals vary by business ownership status and category of procurement, we urge interested businesses to visit the State of Illinois Commission on Equity and Inclusion (CEI), Business Enterprise Program (BEP) web site to obtain additional details. To qualify, prime vendors or subcontractors must be certified as BEP vendors prior to contract award. Go to <https://cei.illinois.gov/business-enterprise-program/get-certified.html> for complete requirements for BEP certification. For applicable projects, vendors may be asked to submit a utilization plan and letter of intent that meets or exceeds the identified goal. If a vendor cannot meet the goal, documentation and explanation of good faith efforts to meet the specified goal may be required within the utilization plan.

17. **Terms and Conditions:** The college's Terms and Conditions (Appendix B) shall be incorporated into this Agreement and supersede any conflicting provisions.
18. **Insurance:** Contractors selected through this process must provide the college with a certificate of insurance meeting the college's requirements (Appendix C). 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.
19. **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 (Waubonsee, College) seeks sealed bids for a three-year contract with two (2) additional one-year renewal options from independent providers with demonstrated professional competence, experience and licensing to collect, recycle and dispose of waste materials at all four campuses.

General

General Requirements

1. The placement of all materials and/or equipment upon the property shall be made in consultation with the college's Senior Building and Grounds Manager.
2. Contractor shall install any required equipment and begin operation within thirty days after contract execution as specified herein.
3. Contractor is responsible for field verifying all quantities and dimensions for the placement of dumpsters. Failure to verify shall not relieve the Contractor of his obligations under any resulting contract.
4. Contractor shall follow the manufacturer's recommendations during the installation of any equipment. If the manufacturer's recommendations cannot be followed the Contractor shall present safe viable alternatives to the Waubensee Senior Building and Grounds Manager.
5. All installations shall be subject to inspection and approval by a Waubensee representative. Final approval shall rest solely with the college.
6. Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services under this IFB.
7. Contractor shall be licensed as required by the jurisdiction in which the service is to be performed and the license shall be current and in good standing.
8. Contractor shall provide a contact number to call for missed pickups and/or for additional pickups. This phone must be answered by an individual employee of the disposal service during normal business hours. Answering services or automated services are acceptable only for after hours or holidays and weekends.
9. Contractor shall arrange to pick up missed containers, at no additional charge to the college, no later than four (4) hours after notification or 12:00 noon the next day if notice is received after 1:00 PM.
10. Waubensee's campuses are varied and diverse and will likely require more than one type or style of container to most efficiently service a given campus. The Contractor's fleet and equipment inventory shall be able to address these varied circumstances and shall not attempt to force a single solution for all campuses.
11. Any scheduled pick up that falls on a holiday will be picked up the following business day. Schedule to be confirmed in advance with the college's Senior Building and Grounds Manager.

Equipment

1. Contractor shall use products (dumpsters, roll offs, compactors, etc.) and equipment that meet or exceed the specifications included herein and in all cases shall meet or exceed the requirements of all local building codes and comply with industry standards and norms.
2. The dumpsters shall meet the following minimum specifications:

INVITATION FOR BID (IFB)
01-23-001 Waste Collections and Recycling Services Bid
January 27, 2023 at 11:00 a.m.

- a. General waste disposal and recycle containers may be front, side or rear load styles as determined by the Contractor and the college's Senior Building and Grounds Manager to best suit the conditions for pickup.
 - b. Roll off containers for special projects and construction shall be available in fourteen (14), twenty (20), thirty (30) and forty (40) cubic yard capacities.
 - c. General waste dumpsters shall have hinged covers to limit and/or prevent the blowing of refuse and the contamination of the waste by water and where applicable side access doors to ease the dumping of waste by staff.
 - d. Roll off containers may be open top; however, upon removal if any waste materials are contained in the dumpster, the Contractor shall cover or restrain the material to prevent its loss during transit to its place of disposal. Waubensee bears no responsibility for waste lost in transit.
 - e. Containers shall be and kept in good repair with no major damage or missing components and completely painted either a single solid color or with the company's standard paint scheme.
 - f. No advertisements shall be placed on the containers beyond Contractor's name, address, phone number and logo and any additional information required by Federal, State or local law, statute, ordinance, rule or regulation.
 - g. Contractor shall keep general waste containers (dumpsters) de-odorized and sanitized and shall remove the containers and steam clean them off-site on a quarterly basis. Each container removed shall have another immediately put in its place to prevent any inconvenience or disruption in service.
 - h. Containers that become damaged because of fire, accident, vandalism or other events and which become unusable, unsafe or unsightly shall be replaced within 24 hours after notification.
 - i. Contractor is responsible for determining the presence of overhead or underground utility line, pipes, wires, etc. which may affect the location of disposal and recycling receptacles. The college will assist the Contractor were possible by providing known general locations of existing utility infrastructure. If during his work the Contractor discovers unmarked or previously unknown utilities, he shall immediately notify the Senior Building and Grounds Manager.
 - j. All requirements of the prime Contractor shall also apply to the any and all subcontractors. It is the prime Contractor's responsibility to ensure the compliance by the subcontractors. Regardless of subcontracting, the prime Contractor remains liable to the college for the performance and compliance of its subcontractors.
3. Current Requirements:
- a. **Sugar Grove Campus**
5 – 2 Yard Dumpsters (M-W-F Pickup) 1 – Dickson Center and Field House; 3 – Building W
8 – 2 Yard Recycle Dumpsters (Friday Pickup) 1 – Ackerlow, 6 Dickson, 1 Field House
1 – 6 Yard Dumpster (Wednesday Pickup) Campus Operations Building
3 – 6 Yard Recycle Dumpster (Friday Pickup) Campus Operations Bldg, Ackerlow Hall, APC

INVITATION FOR BID (IFB)
01-23-001 Waste Collections and Recycling Services Bid
January 27, 2023 at 11:00 a.m.

- 2 – 8 Yard Dumpsters (M-W-F Pickup) Academic Professional Center (APC), Ackerlow Hall
- 1 – Ten Yard Dumpster (W-F Pickup) Student Center
- 1 – Ten Yard Recycle Dumpster (Friday Pickup) Student Center
- 1 – 20 Yard Roll off (Upon Request) – Campus Operations Building

b. Aurora Downtown Campus

- 1 – 8 Yard Dumpster (M-W-F pickup)
- 1 – 8 Yard Recycle Dumpster (Thursday Pickup)

c. Aurora Fox Valley Campus

- 2 – 2 Yard Dumpster (T-F Pickup)
- 1 – 2 Yard Recycle Dumpster (Wednesday Pickup)

d. Plano Campus

- 2 – 2 Yard Dumpster (T-F Pickup)
- 1 – 2 Yard Recycle Dumpster (Wednesday Pickup)

Execution

1. The frequency of service shall be determined by the individual building/campus and typically service shall occur once or twice per week. Additional service may be required either on an on/call basis or during high volume events.

Recycling

1. Waubonsee requires that the Contractor provide a separate and/or combined proposal to establish an organization-wide recycling program to include placement of dedicated recycling dumpsters at all locations.
2. The minimum recycling efforts will include paper, glass and plastic products.
3. Recycling dumpsters shall meet the same general specifications as general waste dumpsters but must be marked as recycle receptacles.
4. Frequency should occur once per week and can be modified at Waubonsee request as determined by need/volume.
5. The proposer will provide projected analysis of carbon footprint reduction based on anticipated recycled product then provide raw data analysis on a quarterly basis.
6. The proposer will provide an in-depth analysis of the benefits of recycling measures to include, but not limited to, the potential to generate income for Waubonsee and any additional items can be determined in consultation between the contractor and Waubonsee.

Protection

1. 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.

INVITATION FOR BID (IFB)
01-23-001 Waste Collections and Recycling Services Bid
January 27, 2023 at 11:00 a.m.

2. 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.
3. 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.

BID AUTHORIZATION PAGE

All Bidders are required to complete and sign this form.

I HEREBY AUTHORIZE THIS BID, ACKNOWLEDGING THAT I UNDERSTAND AND AGREE TO THE PROVISIONS OF THIS BID. I WARRANT THAT ALL INFORMATION PROVIDED IN THE SUBMITTED BID IS TRUE AND ACCURATE. I FURTHER WARRANT THAT FAILURE TO HAVE READ ALL THE PROVISIONS OF THIS SOLICITATION SHALL NOT BE CAUSE TO ALTER ANY RESULTING CONTRACT OR REQUEST ADDITIONAL COMPENSATION. BY SIGNING THIS DOCUMENT.

Name of Company

Address

City

State

Zip Code

Telephone Number

Fax Number

Authorized Signature

Date

Print Name

Title

Email Address

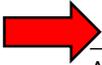
Acknowledgement of Addenda: I acknowledge having received addenda # _____.

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

Print Name

Phone

Email



BID PRICING WORKSHEET

Total Base Bid from Task Groups Cost Worksheet

Having examined the bid documents, as prepared by Waubonsee Community College, and having inspected the sites and the conditions affecting and governing this Bid, the Bidder hereby proposes to furnish all labor and materials, supervision, coordination, transportation, services and equipment as follows:

Worksheet is provided on the next page as a fillable PDF. Please print clearly if you are handwriting your responses.

Location	Type	QTY	Frequency	Each	Total Weekly Extended	Total Year One Extended	Total Year Two Extended	Total Year Three Extended	Total Year Optional Four Extended	Total Year Optional Five Extended
Sugar Grove 45783 State Route 47 Sugar Grove, IL 60554	2 Yard General Waste Dumpsters	5	M-W-F Pickup	\$	\$	\$	\$	\$	\$	\$
	2 Yard Recycle Dumpsters	8	Friday Only	\$	\$	\$	\$	\$	\$	\$
	6 Yard General Waste Dumpster	1	Wednesday Only	\$	\$	\$	\$	\$	\$	\$
	6 Yard Recycle Dumpster	3	Friday Only	\$	\$	\$	\$	\$	\$	\$
	8 Yard General Waste Dumpster	2	M-W-F Pickup	\$	\$	\$	\$	\$	\$	\$
	10 Yard General Waster Dumpster	1	Wed-Fri Pickup	\$	\$	\$	\$	\$	\$	\$
	10 Yard Recycle Dumpster	1	Friday Only	\$	\$	\$	\$	\$	\$	\$
	20 Yard Rolloff- General Waste	1	Upon Request	\$						
	SUGAR GROVE CAMPUS TOTALS					\$	\$	\$	\$	\$
Aurora Downtown 18 S River St Aurora, IL 60506	8 Yard General Waste Dumpsters	1	M-W-F Pickup	\$	\$	\$	\$	\$	\$	\$
	8 Yard Recycle Dumpsters	1	Thursday	\$	\$	\$	\$	\$	\$	\$
	AURORA DOWNTOWN CAMPUS TOTALS					\$	\$	\$	\$	\$
Aurora Fox Valley 2060 Ogden Ave Aurora, IL 60504	2 Yard General Waste Dumpsters	2	Tues - Thurs Pickup	\$	\$	\$	\$	\$	\$	\$
	2 Yard Recycle Dumpsters	1	Wednesday Only	\$	\$	\$	\$	\$	\$	\$
	AURORA FOX VALLEY CAMPUS TOTALS					\$	\$	\$	\$	\$
Plano Campus 100 Waubonsee Dr Plano, IL 60545	2 Yard General Waste Dumpsters	2	Tues - Thurs Pickup	\$	\$	\$	\$	\$	\$	\$
	2 Yard Recycle Dumpsters	1	Wednesday Only	\$	\$	\$	\$	\$	\$	\$
	PLANO CAMPUS TOTALS					\$	\$	\$	\$	\$

Please print clearly

PROPOSED FEES: GENERAL WASTE CONTAINERS			
SUGAR GROVE			
SIZE	1 Pickup Weekly	2 Pickups Weekly	3 Pickups Weekly
2 YD	\$	\$	\$
6 YD	\$	\$	\$
8 YD	\$	\$	\$
10 YD	\$	\$	\$

PROPOSED FEES: RECYCLING WASTE CONTAINERS			
SUGAR GROVE			
SIZE	1 Pickup Weekly	2 Pickups Weekly	3 Pickups Weekly
2 YD	\$	\$	\$
6 YD	\$	\$	\$
8 YD	\$	\$	\$
10 YD	\$	\$	\$

PROPOSED FEES: GENERAL WASTE CONTAINERS			
Aurora Downtown			
SIZE	1 Pickup Weekly	2 Pickups Weekly	3 Pickups Weekly
2 YD	\$	\$	\$
6 YD	\$	\$	\$
8 YD	\$	\$	\$
10 YD	\$	\$	\$

PROPOSED FEES: RECYCLING WASTE CONTAINERS			
Aurora Downtown			
SIZE	1 Pickup Weekly	2 Pickups Weekly	3 Pickups Weekly
2 YD	\$	\$	\$
6 YD	\$	\$	\$
8 YD	\$	\$	\$
10 YD	\$	\$	\$

PROPOSED FEES: GENERAL WASTE CONTAINERS			
Aurora Fox Valley			
SIZE	1 Pickup Weekly	2 Pickups Weekly	3 Pickups Weekly
2 YD	\$	\$	\$
6 YD	\$	\$	\$
8 YD	\$	\$	\$
10 YD	\$	\$	\$

PROPOSED FEES: RECYCLING WASTE CONTAINERS			
Aurora Fox Valley			
SIZE	1 Pickup Weekly	2 Pickups Weekly	3 Pickups Weekly
2 YD	\$	\$	\$
6 YD	\$	\$	\$
8 YD	\$	\$	\$
10 YD	\$	\$	\$

PROPOSED FEES: GENERAL WASTE CONTAINERS			
Plano			
SIZE	1 Pickup Weekly	2 Pickups Weekly	3 Pickups Weekly
2 YD	\$	\$	\$
6 YD	\$	\$	\$
8 YD	\$	\$	\$
10 YD	\$	\$	\$

PROPOSED FEES: RECYCLING WASTE CONTAINERS			
Plano			
SIZE	1 Pickup Weekly	2 Pickups Weekly	3 Pickups Weekly
2 YD	\$	\$	\$
6 YD	\$	\$	\$
8 YD	\$	\$	\$
10 YD	\$	\$	\$

Proposed Fees: Roll Off Containers (Fees include delivery, removal on as needed basis)						
Sugar Grove						
Size	7 Day Rental	14 Day Rental	21 Day Rental	Monthly Day Rental	Quarterly Day Rental	Pickup Charge
20 YD	\$	\$	\$	\$	\$	\$

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.

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)

- 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 on the Business Enterprise Program, please visit:

<https://cei.illinois.gov/business-enterprise-program.html>

REFERENCES OF SIMILAR WORK PERFORMED

Company Name:		Contact Name:	
Address:		Phone Number:	
City, State Zip:		Email Address:	

Company Name:		Contact Name:	
Address:		Phone Number:	
City, State Zip:		Email Address:	

Company Name:		Contact Name:	
Address:		Phone Number:	
City, State Zip:		Email Address:	

Appendix A: WAUBONSEE'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

INVITATION FOR BID (IFB)
01-23-001 Waste Collections and Recycling Services Bid
January 27, 2023 at 11:00 a.m.

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

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

Cancellation:

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

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

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

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

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

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

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

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:

INVITATION FOR BID (IFB)
01-23-001 Waste Collections and Recycling Services Bid
January 27, 2023 at 11:00 a.m.

- 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

INVITATION FOR BID (IFB)
01-23-001 Waste Collections and Recycling Services Bid
January 27, 2023 at 11:00 a.m.

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.

Appendix B: INSURANCE AND INDEMNITY REQUIREMENTS

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

END OF DOCUMENT