



**PURCHASING DEPARTMENT
6600 34TH AVENUE
MOLINE, IL 61265**

DATE: August 03, 2010

**TO BE OPENED ON
September 08, 2010
RFP 01-11**

*****IMPORTANT***
SHOW "RFP 01-11"
ON OUTSIDE OF
MAILING ENVELOPE**

**REQUEST FOR PROPOSAL (RFP)
CHILLER SERVICES AGREEMENT, QC CAMPUS
RFP 01-11**

Pursuant to the provisions of Section 3-27.1 of the Illinois Public Community College Act and rules and regulations adopted thereunder, sealed proposals subject to the conditions and requirements made a part hereof **will be received until 2:00 p.m. local time, on Wednesday, September 08, 2010, in the Purchasing Office at Black Hawk College, Quad Cities Campus, located at 6600 34th Avenue in Building One, Second Floor, Room 282, then opened publicly, read aloud and recorded at that time in the Black Hawk Room at Black Hawk College, Quad Cities Campus, located at 6600 34th Avenue in Building One, Second Floor, Room 255** for furnishing the goods or services described below, to be delivered or performed in at the location stated. Whether or not a proposal is timely shall be determined by reference to the clock located in the Purchasing Office of the College, and the determination of whether or not a proposal is timely in accordance with that clock shall be at the sole discretion of the Black Hawk College Purchasing Office and Board of Trustees, whose decision on that issue shall be final.

**REFER INQUIRIES TO: MIKE MELEG
BLACK HAWK COLLEGE
6600 34th AVENUE
MOLINE IL 61265**

TELEPHONE: (309) 796-5002

EMAIL ADDRESS: melegm@bhc.edu

VENDOR INFORMATION:
Contact:
Company:
Address:
City/State/Zip:
Telephone:
Fax Number:
Email Address:

GENERAL

Proposals are subject to the attached Standard Terms and Conditions.

USING DEPARTMENT

Facilities

TIME TABLE

DATE	EVENT
August 03, 2010	E-Mailing of Request for Proposal RFP 01-11
August 16 – August 20, 2010	Site Visits
August 24, 2010	Mandatory Pre-Proposal Meeting at 2:00 p.m. in Building 1, Room 255 Black Hawk Room
September 08, 2010	Proposals due at 2:00 p.m.
September 16, 2010	Anticipated Board of Trustees Approval
September 17, 2010	Anticipated Award of Contract

PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

Black Hawk College (BHC) seeks to establish a three-year Chiller Services Agreement commencing October 1, 2010 and ending September 30, 2013, with two (2) one-year renewals at the College's option. This agreement is intended to be entered into with only one Vendor that will be responsible for delivering all services selected by the College.

LOCATIONS

1. QUAD CITIES CAMPUS LOCATIONS:

- Black Hawk College
6600 34th Ave.
Moline, Illinois 61265
- Black Hawk College, Outreach Center
301 42nd Ave
East Moline, IL 61244

SITE VISITS

It is the responsibility of the Vendor to examine all locations and conditions thereon. The Vendor's proposal shall take into consideration all such conditions that may affect agreement. No additional expense will be allowed for failure to be so informed. Appointments should be made with Mark Willett, Facilities Superintendent, (309) 796-5263, willettm@bhc.edu for Vendors to visit the Quad Cities sites and examine all locations and conditions. **It is highly recommended that all Vendors visit both Quad Cities and East Campus sites prior to the mandatory Pre-Proposal meeting, so that meaningful questions and discussion about the job sites and this RFP document can occur.**

MANDATORY PRE-PROPOSAL MEETING

A **MANDATORY** Pre-Proposal meeting will be held at **2:00 p.m. on Tuesday, August 24, 2010**, at Black Hawk College, Quad Cities Campus, located at 6600 34th Avenue in Building One, Second Floor, Black Hawk Room 255 in the Administration wing. The Pre-Proposal meeting gives the Vendor an opportunity to raise any questions, exceptions, or additions they have concerning the work or this RFP document. If a Vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Vendor should raise these issues at the meeting. It is **mandatory** that all interested Vendors attend the Pre-Proposal meeting, and proposals from Vendors not attending the meeting will not be accepted.

Note: This Pre-Proposal Meeting shall be held at the same time and place as the Mandatory Pre-Proposal Meeting for RFP 02-11 HVAC System Services Agreement, due to the similarity of work.

OVERVIEW OF WORK, PERTAINS TO ALL CHILLERS

Scheduled Maintenance – Scheduled number of specific service events and associated labor shown below shall be performed during Vendor's normal business hours. Basic materials and supplies needed for the normal performance of Scheduled Maintenance shall be included in the annual fee. Additional repairs needed shall be performed on a "Time and Materials" basis.

Refrigerant Management – Vendor shall include in pricing refrigerant replacement at 100% of charge per unit per year. Vendor shall capture and track all refrigerant activity for each piece of equipment and report the activity annually to BHC.

Laboratory Analysis – The vendor shall perform routine analysis and trending of chiller oil conditions to identify and report to BHC any potential system failures.

Service Response – BHC shall receive preferred service status.

Documentation – Work performed on BHC equipment shall be documented by the technician and reviewed with BHC personnel at the completion of each visit.

Operational System Optimization – Vendor shall review operating sequences and practices for the equipment covered the Chiller Services Agreement and advise BHC of operational improvement opportunities.

Training for Facility Staff – Concurrent with annual start-up, Vendor shall instruct BHC personnel how to operate the equipment covered the Chiller Services Agreement.

Training for Facility Staff – Concurrent with the first annual start-up of the term, Vendor shall train BHC personnel how to service, break-down, clean tubes, and reassemble the equipment covered the Chiller Services Agreement, during Vendor performing the service, break-down, cleaning and reassembly.

Refrigerant Policy – Vendor's practices and procedures shall be compliant with all Federal and State laws and regulations concerning the proper handling, storage, and repair of leaks of ozone-depleting refrigerants and their substitutes according to Environmental Protection Agency regulation 40 CFR Part 82. Vendor's service technicians shall be Universal-certified and use only certified Recovery equipment.

Oil Disposal – Vendor shall dispose of used oil removed from BHC refrigeration units and dispose of it in accordance with applicable environmental regulations.

Equipment	Qty	Mfg	Model Number	Serial Number	Location
RTHD Chiller NCE-03	1	Trane	RTHDUD2FXA0UAF 2A3LALF3A2LALAV XQAEXAAXXY339B AUA5XXX	U04A04001	Black Hawk College 6600 34 th Ave Moline, IL 61265 Building 3 Chiller Room
Description			Quantity Per Term		
Water Cooled Rotary Annual Inspection, Consisting of: <ul style="list-style-type: none"> • Initial Site Inspection • Techview/Kestrel View Connection • Review Diagnostics • Manual Chiller Log • Run Service Report From Kestrel View • Oil Level Check • Compressor and Oil Separator Heater Check • Oil Analysis • Flow/Differential Switch Check • Customer Notification of Chiller Shut Down • Rotary Oil Filter Change • Leak Test Inspection • Control Panel Calibration Check • Low Temperature Sensor Calibration • Techview/Kestrel View Disconnection • Centrifugal Control Panel Electrical Inspection • Compressor Check • Breakdown, Clean Tubes, and Reassemble Service – Note: This service shall be performed prior to the beginning of the next cooling season, and shall also be a training opportunity for BHC Facilities Personnel, see Overview of Work above. Thereafter, BHC Facilities Personnel will perform this service on an “as needed” basis. 			1		
Water Cooled Rotary Quarterly Inspection, Consisting of: <ul style="list-style-type: none"> • Initial Site Inspection • Techview/Kestrel View Connection • Review Diagnostics • Run Service Report From Kestrel View • Run Service Report From Kestrel View 			4		
Water Cooled Rotary Seasonal Start Up, Consisting of: <ul style="list-style-type: none"> • Initial Site Inspection • Techview/Kestrel View Connection • Pre-Start Chiller Check • Start Chiller Check • Review Diagnostics • Run Service Report From Kestrel View • Run Service Report From Kestrel View 			1		
Vibration Analysis, Consisting of: <ul style="list-style-type: none"> • Vibration Analysis Readings and Report 			1		
Annual Fee			Year		
\$ _____			October 1, 2010 – September 30, 2011		
\$ _____			October 1, 2011 – September 30, 2012		
\$ _____			October 1, 2012 – September 30, 2013		

\$ _____	October 1, 2013 – September 30, 2014
\$ _____	October 1, 2014 – September 30, 2015

Note: October 2010 through September 2013 shall be part of the Chiller Services Agreement. The 4th and 5th years shall each be at College's discretion!

Equipment	Qty	Mfg	Model Number	Serial Number	Location
CentraVac Chiller NCE-018	1	Trane	CVHF058FA2F0PCT 2848W9E8T1C0000 000J0100500000003 B1	L04B00598	Black Hawk College 6600 34 th Ave Moline, IL 61265 Building 1Boiler Room
Description				Quantity Per Term	
Centrifugal Annual Inspection, Consisting of: <ul style="list-style-type: none"> • Customer Notification • Initial Site Inspection • Review Diagnostics • Review Purge Report • Oil Level and Temperature Check • Oil Analysis • Lock Out Tag Out • Centrifugal Oil Filter Change • Centrifugal Compressor Starter Inspection • Centrifugal Control Panel Electrical Inspection • Remove Lock Out Tag Out • Low Temperature Sensor Calibration • Drain Rupture Disc Vent Line • Leak Check with Hot Water/Electric • Techview/Kestrel View Connection • Oil Valve Lubrication & Vane Linkage Test-Kestrel View • Run Service Report From Kestrel View • Techview/Kestrel View Disconnection • Breakdown, Clean Tubes, and Reassemble Service – Note: This service shall be performed prior to the beginning of the next cooling season, and shall also be a training opportunity for BHC Facilities personnel, see Overview of Work above. Thereafter, BHC Personnel will perform this service on an “as needed” basis. 				1	
Centrifugal Operational Quarterly Inspection, Consisting of: <ul style="list-style-type: none"> • Initial Site Inspection • Techview/Kestrel View Connection • Review Diagnostics • Review Purge Report • Oil Level and Temperature Check • Manual Chiller Log • Run Service Report From Kestrel View • Techview/Kestrel View Disconnection 				4	
Centrifugal Seasonal Start Up, Consisting of: <ul style="list-style-type: none"> • Initial Site Inspection • Techview/Kestrel View Connection • Lubricate and Test Vane Linkage 				1	

<ul style="list-style-type: none"> • Oil Level and Temperature Check • Test Oil Pump • Pre-Start Chiller Check • Start Chiller Check • Manual Chiller Log • Run Service Report From Kestrel View • Review Purge Report • Review Diagnostics • Techview/Kestrel View Disconnection 	
Purge Unit Maintenance, Consisting of: <ul style="list-style-type: none"> • Purge Maintenance and Operation • Purge Plus Expiration Date Check <i>Note: Purge Unit Maintenance shall be performed twice yearly: Once at Seasonal Startup, and once during the next Quarterly Inspection following the Seasonal Startup.</i>	2
Vibration Analysis, Consisting of: <ul style="list-style-type: none"> • Vibration Analysis Readings and Report 	1
Annual Fee	Year
\$ _____	October 1, 2010 – September 30, 2011
\$ _____	October 1, 2011 – September 30, 2012
\$ _____	October 1, 2012 – September 30, 2013

\$ _____	October 1, 2013 – September 30, 2014
\$ _____	October 1, 2014 – September 30, 2015

Note: October 2010 through September 2013 shall be part of the Chiller Services Agreement. The 4th and 5th years shall each be at College's discretion!

Equipment	Qty	Mfg	Model Number	Serial Number	Location
Centrifugal Chiller	1	Trane	CG75B	402270	Black Hawk College, Outreach Center 301 42 nd Ave East Moline, IL 61244 Boiler Room
Description				Quantity Per Term	
Centrifugal Annual Inspection, Consisting of: <ul style="list-style-type: none"> • Customer Notification • Initial Site Inspection • Review Diagnostics • Oil Level and Temperature Check • Oil Analysis • Lock Out Tag Out • Centrifugal Oil Filter Change • Centrifugal Compressor Starter Inspection • Centrifugal Control Panel Electrical Inspection • Remove Lock Out Tag Out • Low Temperature Sensor Calibration • Drain Rupture Disc Vent Line • Leak Check with Hot Water/Electric • Techview/Kestrel View Connection 				1	

<ul style="list-style-type: none"> • Oil Valve Lubrication & Vane Linkage Test-Kestrel View • Run Service Report From Kestrel View • Techview/Kestrel View Disconnection • Breakdown, Clean Tubes, and Reassemble Service – Note: This service shall be performed prior to the beginning of the next cooling season, and shall also be a training opportunity for BHC Facilities personnel, see Overview of Work above. Thereafter, BHC Personnel will perform this service on an “as needed” basis. 	
Centrifugal Operational Quarterly Inspection, Consisting of: <ul style="list-style-type: none"> • Initial Site Inspection • Techview/Kestrel View Connection • Review Diagnostics • Oil Level and Temperature Check • Manual Chiller Log • Run Service Report From Kestrel View • Techview/Kestrel View Disconnection 	4
Centrifugal Seasonal Start Up, Consisting of: <ul style="list-style-type: none"> • Initial Site Inspection • Techview/Kestrel View Connection • Lubricate and Test Vane Linkage • Oil Level and Temperature Check • Test Oil Pump • Pre-Start Chiller Check • Start Chiller Check • Manual Chiller Log • Run Service Report From Kestrel View • Review Diagnostics • Techview/Kestrel View Disconnection 	1
Vibration Analysis, Consisting of: <ul style="list-style-type: none"> • Vibration Analysis Readings and Report 	1
Annual Fee	Year
\$ _____	October 1, 2010 – September 30, 2011
\$ _____	October 1, 2011 – September 30, 2012
\$ _____	October 1, 2012 – September 30, 2013
\$ _____	October 1, 2013 – September 30, 2014
\$ _____	October 1, 2014 – September 30, 2015

Note: October 2010 through September 2013 shall be part of the Chiller Services Agreement. The 4th and 5th years shall each be at College’s discretion!

MECHANIC

Service Cost Schedule for On-Call Repair

Note: October 2010 through September 2013 shall be part of the Chiller Service Agreement. The 4th and 5th years shall each be at the College's discretion!

	October 1, 2010 – September 30, 2011	October 1, 2011 – September 30, 2012	October 1, 2012 – September 30, 2013	October 1, 2013 – September 30, 2014	October 1, 2014 – September 30, 2015
Normal Working Hours (Please state) _____ AM To _____ PM	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour
After Hours (Please state) _____ AM To _____ PM	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour
24/7 Response, Includes Sundays and Holidays	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour

TECHNICIAN

Service Cost Schedule for On-Call Repair

Note: October 2010 through September 2013 shall be part of the Chiller Service Agreement. The 4th and 5th years shall each be at the College's discretion!

	October 1, 2010 – September 30, 2011	October 1, 2011 – September 30, 2012	October 1, 2012 – September 30, 2013	October 1, 2013 – September 30, 2014	October 1, 2014 – September 30, 2015
Normal Working Hours (Please state) _____ AM To _____ PM	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour
After Hours (Please state) _____ AM To _____ PM	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour
24/7 Response, Includes Sundays and Holidays	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour

CHILLER MECHANIC

Service Cost Schedule for On-Call Repair

Note: October 2010 through September 2013 shall be part of the Chiller Service Agreement. The 4th and 5th years shall each be at the College's discretion!

	October 1, 2010 – September 30, 2011	October 1, 2011 – September 30, 2012	October 1, 2012 – September 30, 2013	October 1, 2013 – September 30, 2014	October 1, 2014 – September 30, 2015
Normal Working Hours (Please state) _____ AM To _____ PM	\$ _____ Per Hour _____	\$ _____ Per Hour _____	\$ _____ Per Hour _____	\$ _____ Per Hour _____	\$ _____ Per Hour _____
After Hours (Please state) _____ AM To _____ PM	\$ _____ Per Hour _____	\$ _____ Per Hour _____	\$ _____ Per Hour _____	\$ _____ Per Hour _____	\$ _____ Per Hour _____
24/7 Response, Includes Sundays and Holidays	\$ _____ Per Hour _____	\$ _____ Per Hour _____	\$ _____ Per Hour _____	\$ _____ Per Hour _____	\$ _____ Per Hour _____

VIBRATION MECHANIC

Service Cost Schedule for On-Call Repair

Note: October 2010 through September 2013 shall be part of the Chiller Service Agreement. The 4th and 5th years shall each be at the College's discretion!

	October 1, 2010 – September 30, 2011	October 1, 2011 – September 30, 2012	October 1, 2012 – September 30, 2013	October 1, 2013 – September 30, 2014	October 1, 2014 – September 30, 2015
Normal Working Hours (Please state) _____ AM To _____ PM	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour
After Hours (Please state) _____ AM To _____ PM	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour
24/7 Response, Includes Sundays and Holidays	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour	\$ _____ Per Hour

OPTIONAL AGREEMENTS:

Please propose annual pricing for covering the cost of all required repairs to maintainable components on the above stated chillers during normal business hours.

Annual Fee	Year
\$ _____	October 1, 2010 – September 30, 2011
\$ _____	October 1, 2011 – September 30, 2012
\$ _____	October 1, 2012 – September 30, 2013
\$ _____	October 1, 2013 – September 30, 2014
\$ _____	October 1, 2014 – September 30, 2015

Please propose cooling contingency planning that shall anticipate and respond to unusual or unplanned cooling needs. Planning shall address temporary chillers, portable auxiliary power units, and recommendations for facility modifications to prepare the College’s system for temporary cooling.

Annual Fee	Year
\$ _____	October 1, 2010 – September 30, 2011
\$ _____	October 1, 2011 – September 30, 2012
\$ _____	October 1, 2012 – September 30, 2013
\$ _____	October 1, 2013 – September 30, 2014
\$ _____	October 1, 2014 – September 30, 2015

Note: BHC, at its sole discretion, may choose one, both, or neither of the above “Optional Agreements”.

PROPOSAL REQUIREMENTS

Responses shall consist of one (1) original and three (3) copies of the following information and in the sequence presented.

1. Please provide brief information regarding the size, organizational and ownership structure of your company. Also include information regarding your current annual sales, total number of employees, number of workers and their experience. Please provide contact information for at least (3) current clients similar in size and/or structure to Black Hawk College. The Purchasing Department will make any necessary reference checks to determine the ability of the Vendor to fulfill proposal requirements. The Vendor shall furnish additional information as may be requested and shall be prepared to show examples of arrangements it has with other customers that are similar to that of this proposal. Black Hawk College reserves the right to reject any proposal if it is determined that the Vendor is not properly qualified to carry out the obligation of the agreement.
2. Résumés of the key person(s) that will provide services and/or training related to the agreement as well as the name and title of the main contact person for Black Hawk College.
3. The proposed, fixed annual fees for all the listed services.

Note: The proposed service agreement shall be for three calendar years with an annual renewable extension option for up to two additional years pending mutual agreement and approval by the College's Board of Trustees.

VENDOR PRESENTATIONS

The College reserves the right to conduct interviews, if deemed necessary, to assist the College in making the best possible selection decision. Selected Vendors may be required to make oral presentations, and respond to any additional questions that arise during Black Hawk College's review of the Vendor's proposal. Failure of a Vendor to conduct a presentation on the date scheduled may result in rejection of the Vendor's proposal.

GENERAL INFORMATION & CONDITIONS

This request in no manner obligates Black Hawk College to the eventual purchase of any services described, implied or which may be proposed unless confirmed by agreement award. Progress toward this end is solely at the discretion of Black Hawk College and may be terminated without penalty or obligation at any time prior to the signing of an agreement.

The successful Vendor shall at all times observe and comply with federal, State of Illinois and local laws, ordinances, orders and regulations existing at the time of or enacted subsequent to the execution of this agreement which in any manner affects the Vendor's ability to perform the requirements of the agreement.

Any discussions with College personnel other than as listed above regarding this RFP while the RFP is in progress (from the time Vendor receives this RFP until final award is made) are strictly prohibited. Such contact and discussion may result in disqualification of Vendor's proposal.

All proposals submitted become the property of the College; they will not be returned and may be subject to disclosure under the State of Illinois Freedom of Information Act ("FOIA") or other legal process. As such, proposal may be released to third parties without prior notice to Vendor as required to comply with legal requirements.

All vendors responding to the RFP must submit complete responses to the information requested and must note any exceptions to any information contained or requested in the RFP. Additional Terms and Conditions follow on Attachment B. Responses will be evaluated by the Selection Committee.

INSTRUCTIONS TO VENDORS

1. GENERAL

Sealed proposals shall be addressed to Black Hawk College Purchasing Department, 6600 - 34th Avenue, Moline, Illinois, 61265 and marked "CHILLER SERVICES AGREEMENT, QC CAMPUS, RFP 01-11." Proposals are due not later than 2:00 p.m. local time on Wednesday, September 08, 2010. Unsigned or late bids will not be considered.

2. ERRORS AND OMISSIONS

All documents shall be completed as requested by the College. No claim for errors or omissions in the proposal will be considered. Vendors will be held strictly to the proposal as submitted. Proposals may be withdrawn in writing, facsimile, or in person prior to the closing date and time. No proposal may be withdrawn for a period of **ninety (90)** days following the opening of the proposals.

3. COMPLETENESS AND COMPLIANCE

Proposals will be reviewed for completeness and compliance with all requests and requirements, including proposal instructions, specifications, and terms and conditions of the Proposal. Proposals that fail to comply with the essential requests and requirements of the RFP may be rejected as non-responsive and eliminated from further consideration.

4. COMPLIANCE WITH LEGISLATION

Vendor's signature shall be construed as acceptance of, and willingness to comply with, all provisions of the acts of the General Assembly of the State of Illinois relating to wages of laborers, preference to citizens of the United States and residents of the State of Illinois, discrimination and intimidation of employees, including Executive Order #11246. Provision of said acts are hereby incorporated by reference and become a part of this proposal and specifications.

5. PREVAILING WAGE

Vendor's signature shall be construed as acceptance of, and willingness to comply with, all provisions of the Illinois Compiled Statutes, Chapter 820, 130/1-130/12, Employment Wages and Hours Prevailing Wage Act. All laborers, workmen and mechanics engaged in "Construction" will be paid not less than the "Prevailing Wage." "Construction" means all work on public works involving laborers, workers or mechanics. This includes any maintenance, repair, assembly, or disassembly work performed on equipment whether owned, leased, or rented. The Vendor further agrees to provide the Facilities Superintendent a copy of the certified payroll.

6. FIRM PRICES

All prices shall be F.O.B. to Black Hawk College, freight prepaid. Prices submitted on this

document should be considered firm for the term of the agreement. Prices are to be inclusive of all fees, including but not limited to travel, fuel, vehicle fees, environmental/disposal fees, etc.

7. EVALUATION, ACCEPTANCE, NEGOTIATIONS, AND AWARD

Black Hawk College reserves the right to negotiate with any Vendor considered qualified or to make an award without further discussions. The College highly recommends that a Vendor's initial proposal reflect Vendor's terms most favorable to the College. Financial as well as other factors will be considered in the evaluation. Proposals from the Vendor should be submitted to Black Hawk College in the most favorable terms possible from the standpoint of cost. Although cost is an important factor, the College is not obligated to award the agreement solely on the basis of lowest cost and reserves the right to use other subjective criteria and will make the award as best suits the interests of the College. Perceived inadequacy in any area may disqualify a proposal.

Black Hawk College reserves the right to accept or reject any or all proposals or parts thereof, and waive any irregularities. The College reserves the right to request additional information or clarification on any matter included in the proposal. Upon selection of the Vendor, Black Hawk College and the Vendor will enter into an appropriate agreement setting forth the terms and conditions of the parties' rights and obligations. Such agreement will substantially follow the terms set forth herein except that Black Hawk College reserves the right to make changes.

The College will not pay for any information requested nor is it liable for costs incurred by the Vendor in responding to this request. Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal are not necessary or desired.

8. ACKNOWLEDGEMENTS OF ADDENDA

Signature of company official on original document shall be construed as acknowledgment of receipt of any and all addenda pertaining to this specific proposal. Identification by number of addenda and date issued should be noted on all proposals submitted.

9. TERMINATION

In the event of a material breach or default by either party, the non-breaching party may terminate this agreement by giving not less than ten (10) business days' notice of termination in writing, specifying the alleged breach or default and the date on which termination shall be effective, provided that the party receiving such notice shall have twenty (20) business days from the receipt of such notice in which to correct or cure the alleged breach or default to the reasonable satisfaction of the party giving notice.

10. DAMAGES AND NEGLIGENCE

The Vendor shall protect, indemnify and hold harmless Black Hawk College, its employees and Black Hawk College Board of Trustees against any liability claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of occupancy, use, service, operations, or performance of work in connection with the agreement, resulting in whole or in part from the negligent acts or omissions of the Vendor.

11. SUPERVISION OF WORK

The Vendor shall report directly to the Quad Cities Campus Facilities Superintendent, or his

designee, for all aspects of the agreement work.

12. ASSIGNMENT

Vendor shall not assign any resultant agreement without the College's prior written consent.

13. RELATIONSHIP OF PARTIES

The parties intend that an independent relationship between the College and the Vendor will be created by this agreement. College is interested only in the results to be achieved, and the conduct and control of the work will lie solely with Vendor. Vendor is not to be considered an agent or employee of College for any purpose and the Vendor is not entitled to any of the benefits that College provides for College's employees. It is understood that College does not agree to use Vendor exclusively. It is further understood that Vendor is free to agreement for similar services to be performed for other businesses while under agreement with College.

14. WARRANTY

Vendor shall warrant that its goods and services shall be provided in a good and workmanlike manner.

15. INSURANCE

Prior to beginning any work at any Black Hawk College location, facility, or property, the Vendor shall furnish a Certificate of Insurance evidencing the existence of the following coverages:

- A. Commercial General Liability
 - 1. General Aggregate Limit - \$2,000,000
 - 2. Products – Completed Operations Aggregate Limit - \$2,000,000
 - 3. Personal and Advertising Injury Limit - \$1,000,000
 - 4. Each Occurrence Limit - \$1,000,000
- B. Automobile Liability
 - 1. Each Accident - \$1,000,000.
- C. Workers Compensation - Statutory
- D. Employers Liability
 - 1. Bodily Injury By Accident - \$500,000 each accident
 - 2. Bodily Injury By Disease - \$500,000 each employee
 - 3. Bodily Injury By Disease - \$500,000 policy limit

Black Hawk College, its employees and Black Hawk College Board of Trustees shall be named as Additional Insureds with respect to Commercial General and Automobile Liability Coverages. The Certificate shall provide not less than 30 days advance notice in writing in the event of change or cancellation. The Vendor's insurance carrier shall waive subrogation; such stipulation shall be indicated on the Certificate of Insurance.

16. INSPECTION

The College shall reserve the right to make final inspection, and finding the goods and services (the "Work") to be in full compliance with all requirements set forth, will accept the Work. The Vendor shall maintain all parts of the Work at his own expense until final acceptance of the entire Work by the College. If any defects or omissions in the Work are hidden or concealed at the time of acceptance but become apparent within one year after the final acceptance of the Work, the Vendor shall immediately correct and make good the same upon notice by the College, and if the Vendor fails, refuses or neglects to do so, the College

may correct and make good the same and the Vendor hereby agrees to pay on demand the cost and expense of doing such Work.

17. CRITERIA FOR SELECTION

Black Hawk College, at its sole discretion, reserves the right to accept or reject any or all offers and may accept a proposal other than the lowest cost proposal, if deemed to be more advantageous to the College.

Criteria to be considered includes, but is not limited to:

- Attendance to the Mandatory Pre-Proposal meeting
- The Vendor's ability to meet the Overview of Work as described above
- Experience and qualifications of the workers, information about your company, and reputation of your company (based on past experience with the College and references)
- Cost

INSTRUCTIONS TO VENDORS

1. Please submit four proposals (**one original typewritten or printed in ink, and three copies**) in a sealed package addressed and clearly marked as follows:

Chiller Services Agreement, QC Campus, RFP 01-11
Black Hawk College Purchasing Department
6600 34th Avenue
Moline, IL 61265

2. Proposals submitted via fax or E-mail will not be accepted.
3. Read and comply as applicable with the Standard Terms and Conditions (Attachment B).
4. Two completed original copies of the Execution of Proposal (Attachment C) Form (typewritten or printed and signed in ink) must be submitted with your proposal package.
5. One completed original copy of the Vendor Certification Form (Attachment D) must be submitted with your proposal package.
6. If you will not be responding to this Request for Proposal, please fill out the Courtesy "No Proposal" Form (Attachment E) and send to Mike Meleg as directed on the form.
7. One completed original copy of the Guidelines for Contractor and Vendor Disposal of Waste Form (Attachment F) must be submitted with your proposal package.
8. No taxes are to be included in any proposal or proposal price. Generally, states and political subdivisions are exempt from Federal taxes, such as excise and transportation. To the extent any sales, import or other taxes apply they are to be invoiced as a separate item.
9. Bidders are urged to compute all discounts for prompt payment into the proposal prices, with terms of payment to be Net 30 days. Such proposals may receive preference. If a cash discount is proposed and accepted, it will be considered earned if paid within 30 days after receipt of correct invoice or acceptance of goods, whichever is later.
10. Trade discounts, when quoted, should be reduced to a single percentage.
11. Any proposal or bonds signed by an agent or attorney-in-fact shall be accompanied by evidence of authority.
12. It is the Vendor's responsibility to have the proposal correctly marked and in the Purchasing Office by the specified date and time for opening. **NO EXTENSIONS WILL BE GRANTED.**
13. The College will not reimburse the Vendors for any work associated with the submission of this proposal.
14. The College will evaluate all proposals and anticipates it will award an agreement no earlier than September 17, 2010. The College reserves the right to accept and/or reject any or all proposals or parts thereof.

TERMS AND CONDITIONS (Attachment B)

1. **Acceptance and Rejection:** Black Hawk College reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.
2. **Time for Consideration:** Additional consideration may be given to bids allowing not less than 30 days for review and acceptance.
3. **Resale Price Maintenance:** Black Hawk College opposes resale price maintenance in public bidding, and bid prices based on this or other anticompetitive practice will be subject to appropriate remedies.
4. **Non-Discrimination and Affirmative Action:** The Vendor agrees not to discriminate against any client, employee, or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental, or physical disability with regard to, but not limited to, the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any Vendor who is in violation of this clause or any applicable affirmative action program shall be barred forthwith from receiving awards of any purchase order from the State unless a satisfactory showing is made that discriminatory practices or noncompliance with applicable affirmative action programs have terminated and that a recurrence of such acts is unlikely.
5. **Sexual Harassment:** An amendment to the Illinois Human Rights Act requires eligible bidders for state contracts to implement detailed and specific sexual harassment policies. Every party bidding for and/or obtaining a public contract is required to have written sexual harassment policies that must include, at a minimum, a statement that sexual harassment is illegal, the definition of sexual harassment under state law, a description of sexual harassment (utilizing examples), the party's internal complaint process including penalties, the legal recourse, investigative and complaint process available through the Illinois Human Rights Department and the Commission including directions on how to contact the Department and Commission and the applicability of protection against as provided by the Human Rights Act.
6. **Specifications:** Any deviation from the specification set forth must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefor. Deviations should be explained in detail.
7. **Manufacturer's Names:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for purpose of description and establishing general quality levels. Such references are not intended to be restrictive and equivalent products of any manufacturer may be offered. Determination of equivalency shall rest solely with Black Hawk College.
8. **Information and Descriptive Literature:** Bidders are to furnish all information requested and in the spaces provided on the bid invitation form. Further, as may be specified elsewhere, each bidder must submit with his bid cuts, sketches, descriptive literature, and/or complete specifications covering the products offered. Reference to literature submitted previously does not satisfy this provision. Bids in non-compliance with these requirements will be subject to rejection.
9. **Condition and Packaging:** Unless otherwise defined in the bid invitation or submission, it is understood and agreed that any item offered or furnished shall be new, in current production and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.
10. **Safety Standards:** Manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in accordance with any State or local requirements for labeling or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Engineers for pressure vessels, the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies, or the American Gas Association for gas operated assemblies. Further, all items furnished by the successful bidder shall meet all requirements of the Occupational Safety and Health Act (OSHA) and State, local, and federal requirements relating to clear air and water pollution.
11. **Samples:** Samples may be requested as a part of the solicitation or after the opening of bids. When requested, they are to be furnished as called for, free of expense, and if not destroyed will upon request be returned at bidder's expense. Bidder's request for return of samples must be made not later than the date on which they are furnished. Bidder shall label each sample individually with bidder's name and item number.
12. **Governmental Restrictions:** In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of any item offered on this bid prior to delivery, it shall be the responsibility of the successful bidder to notify the Purchasing Office at once, indicating in his letter the specific regulation which requires such alterations. Black Hawk College reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract.
13. **Award, Payment, and Assignment:** Award will be made to the responsive and responsible bidder whose bid is most economical according to criteria designated in the solicitation. Acceptance is to be confirmed by purchase order issued by or on part of the using agency, including shipping and billing instructions; the using agency is responsible for all payments. Neither the contract nor payments due may be assigned except with prior written approval of Black Hawk College Purchasing Agent.
14. **Performance and Default:** Black Hawk College reserves the right to require performance bond from successful bidder. Otherwise, in case of default on part of the contractor Black Hawk College may procure the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby. The accepted remedies of force majeure will be considered in assessing any contractor default.
15. **Patents:** The contractor agrees to hold and save Black Hawk College, its officers, agents, and employees harmless from liability of any kind, including costs and expenses, with respect to any claim, action, cost, or judgment for patent infringements arising out of purchase or use of equipment, materials, supplies, or services covered by this contract.
16. **Reserved:** (Reserved for including any additional Standard Provisions that may be required.)
17. **Singular - Plural:** Words in the singular number include the plural and these in the plural include the singular, unless the context directs otherwise.
18. **Advertising:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial promotion or advertising without prior approval of Black Hawk College Purchasing Agent.

EXECUTION OF PROPOSAL

**Please provide two originals
(Attachment C)**

IMPORTANT: PLEASE BE SURE YOUR ENVELOPE IS ADDRESSED AND MARKED:

Chiller Services Agreement, QC Campus, RFP 01-11
Black Hawk College Purchasing Department
6600 34th Avenue
Moline, IL 61265

I have examined the specifications and instructions included herein and agree, provided I am awarded an agreement within **ninety (90) days of September 08, 2010**, to provide the specified items and/or services or work as described in the specifications and instructions for the sum in accordance with the terms stated herein. All deviations from specifications and terms are in writing and attached hereto.

COMPANY NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

SIGNED (IN INK) _____

PRINTED NAME _____ DATE _____

TITLE _____

TELEPHONE NUMBER _____ FAX NUMBER _____

ACCEPTANCE OF PROPOSAL

Your proposal is accepted as indicated on this copy.

Date: _____ By: _____

Purchasing Manager, Black Hawk College

VENDOR CERTIFICATION
720 ILCS 5/ ARTICLE 33E
(Attachment D)

Under penalty of perjury, the undersigned hereby certifies that it is not barred from bidding on this agreement as a result of violation of either Section 33E-3 or Section 33E-4 of the Illinois Compiled Statutes 720 ILCS 5/Article 33E, and that this offer has not been arrived at collusively in violation of any law.

Company Name _____

By * _____

Address _____

City/State/ZIP _____

* Must be actual signature in ink of a representative of Vendor authorized to legally commit the Vendor.

Additional Criminal Offenses concerning "Interference with Public Contracting" stated in the Statutes include, but are not limited to the following:

- Section 33E-3 Bid-rigging: A person commits a Class 3 felony who colludes with another person(s) with the intent that the bid(s) submitted shall result in the award of a contract to a particular person.
- Section 33E-4 Bid rotating: A person commits a Class 2 felony who colludes with another person(s) with the intent that the bid(s) submitted shall result in a pattern over time of bid awards being rotated or distributed among those persons.
- Section 33E-6 (d) Interference with contract submission and award by public official: A person commits a Class A misdemeanor who receives a communication(s) from a public official outside of the formal bid process (e.g., the bid document(s), the pre-bid meeting, etc) concerning the specifications or contractors in a sheltered market, and that information is not made generally available to the public, and as a result reasonably believes the award of the bid is likely influenced, or the information specifies that the bid will be accepted only if specified individuals are included as subcontractors, and the person fails to inform either the Attorney General or the State's Attorney for the county in which the unit of government is located.
- Section 33E-7 Kickbacks: A person commits a Class 3 felony that provides, attempts to provide, or offers to provide, any kickback. A person commits a Class 3 felony that solicits, accepts, or attempts to accept any kickback. A person commits a Class 3 felony that includes the amount of any kickback in the bid price. A person commits a Class 4 felony that fails to report any kickback offer or solicitation to law enforcement officials.
- Section 33E-8 Bribery of inspector: A person commits a Class 4 felony that offers anything to an inspector with the intent of receiving wrongful certification or approval of the work. A person commits a Class 3 felony that accepts such bribe. A person commits a Class 3 felony that fails to report a bribe offer.
- Section 33E-11: A person commits a Class 3 felony that bids despite being barred from bidding due to a violation of Section 33E-3 or Section 33E-4
- Section 33E-14 False Statements: A person commits a Class 3 felony that makes false statements for the purpose of influencing the action of the unit of government in considering a vendor application.
- Section 33E-18 Stringing of bids: A person commits a Class 3 felony that knowingly structures, attempts to structure, or assists in structuring a contract to evade the bidding process.



**COURTESY "NO PROPOSAL" FORM
(Attachment E)**

We respectfully decline submitting a Request for Proposal for:

Chiller Services Agreement, QC Campus, RFP 01-11

Due to:

_____ Previous Commitments

_____ Unable to supply services requested

_____ Other (please specify below)

Contact Person: _____

Company Name: _____

Street Address: _____

City, State and Zip: _____

Telephone: _____

Signature: _____

Date: _____

Vendors who do not submit a Request for Proposal or who do not return this "No PROPOSAL" form may be removed from our Vendor list for these services. Please send this form to:

**Mike Meleg
Purchasing Manager
Black Hawk College
6600 34th Avenue
Moline, IL 61265**

**Phone: (309) 796.5002
Fax: (309) 796.0838
Email: melegm@bhc.edu**

GUIDELINES FOR CONTRACTOR AND VENDOR DISPOSAL OF WASTE

(Attachment F)

Black Hawk College is seriously committed to recycling, and the College expects its Contractors and Vendors to share this commitment as well.

All construction debris generated by Contractor/Vendor, as well as all packaging material (cardboard, banding, shipping crates, etc.), must be removed from the Black Hawk College site by the Contractor/Vendor and disposed of in an environmentally-friendly manner (e.g. recycling).

The Contractor/Vendor is responsible for providing its own dumpster; use of the College's dumpster is not allowed.

Your cooperation in recycling and adhering to the disposal of waste guidelines at Black Hawk College is appreciated. Any Contractor or Vendor who intentionally and knowingly disregards these guidelines may be excluded from further proposal considerations.

(Please keep this section for your files.)

(Please send this section with your proposal.)

STATEMENT OF AGREEMENT TO CONTRACTOR AND VENDOR DISPOSAL OF WASTE

I hereby agree to abide by the aforementioned guidelines for Contractor and Vendor disposal of waste.

(Signature – must be in ink)

(Typed or Printed Name)

(Company)

(Date)

**FOR YOUR CONVENIENCE, THE FOLLOWING CHECKLIST WILL ASSIST YOU IN
SUCCESSFULLY SUBMITTING A COMPLETE PROPOSAL**

- | | | |
|---|-----|----|
| 1. Did you include four (4) hard copies(one original and three (3) copies) | YES | NO |
| 2. Did you provide all Proposal Requirements as shown at the top of Page 13? | YES | NO |
| 3. Did you read and do you agree to all terms and conditions, including Attachment B, in this proposal? | YES | NO |
| 4. Did you complete and include two (2) completed original copies of the Execution of Proposal, Attachment C? | YES | NO |
| 5. Did you complete and include the Vendors Certification, Attachment D? | YES | NO |
| 6. Did you complete the Courtesy No Proposal Form, Attachment E if you do not plan on participating? | YES | NO |
| 7. Did you complete and include the Guidelines for Contractor and Vendor Disposal of Waste (Attachment F)? | YES | NO |