



PURCHASING DEPARTMENT
6600 34TH AVENUE
MOLINE, IL 61265

DATE: **May 3, 2010**

TO BE OPENED ON
May 6, 2010
RFP 16-10
ADDENDUM 1

*****IMPORTANT*****
SHOW "RFP 16-10 Addendum 1"
ON OUTSIDE OF MAILING
ENVELOPE

REQUEST FOR PROPOSAL (RFP)
PREFERRED VENDOR, ASBESTOS ABATEMENT SERVICES AGREEMENT
DISTRICT WIDE
RFP 16-10 ADDENDUM 1

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 4:00 p.m. local time, on Thursday, May 6, 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

ADDENDUM 1

As a result of the mandatory pre-proposal meeting, this Request for Proposal is now Addendum 1. The Bid Specification chart on page 3 has been changed to reflect a "Time and Materials" arrangement, and Notes on page 4 are changed as well. Also, please note that the time that bids are due in the Purchasing Office has been extended by two (2) hours to 4:00 p.m. on Thursday, May 6, 2010.

PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

Black Hawk College (BHC) is soliciting formal proposals from Vendors to provide an Asbestos Abatement Services Agreement covering the Black Hawk College locations shown for three (3) years with an option for the College to renew for two (2) additional one-year terms. The Vendor(s) selected would be considered to be Preferred Vendor(s), and would be given first preference to provide asbestos abatement work needed at any College location.

SITE VISIT

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. Appointments should also be made with Ray Jacobs, Superintendent of Facilities and Campus Services, (309) 852-1740, jacobsr@bhc.edu for Vendors to visit the East Campus site 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 Thursday, April 29, 2010**, at Black Hawk College, Quad Cities Campus, located at 6600 34th Avenue in Building One, Second Floor, Room 261 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.

BID SPECIFICATION

Please price. Please submit one original (typewritten or handwritten in ink) and two copies.

ASBESTOS ABATEMENT SERVICES AGREEMENT, JUNE 1, 2010 – MAY 31, 2011		
	All Quad Cities Locations	East Campus, Galva, IL
Superintendent/Supervisor/ Foreman	\$_____ Hour	\$_____ Hour
Journeyman/Worker/Technician/ Laborer	\$_____ Hour	\$_____ Hour
Materials	Cost Plus _____%	Cost Plus _____%
Third Party Rental Equipment	Cost Plus _____%	Cost Plus _____%
Vendor Owned Equipment	Please attach schedule of hourly rates	Please attach schedule of hourly rates
Mobilization Fee/Trip Charge	\$_____	\$_____
Applicable State Fees	\$_____	\$_____

ASBESTOS ABATEMENT SERVICES AGREEMENT, JUNE 1, 2010 – MAY 31, 2011		
	All Quad Cities Locations	East Campus, Galva, IL
Superintendent/Supervisor/ Foreman	\$_____ Hour	\$_____ Hour
Journeyman/Worker/Technician/ Laborer	\$_____ Hour	\$_____ Hour
Materials	Cost Plus _____%	Cost Plus _____%
Third Party Rental Equipment	Cost Plus _____%	Cost Plus _____%
Vendor Owned Equipment	Please attach schedule of hourly rates	Please attach schedule of hourly rates
Mobilization Fee/Trip Charge	\$_____	\$_____
Applicable State Fees	\$_____	\$_____

ASBESTOS ABATEMENT SERVICES AGREEMENT, JUNE 1, 2010 – MAY 31, 2011		
	All Quad Cities Locations	East Campus, Galva, IL
Superintendent/Supervisor/ Foreman	\$_____ Hour	\$_____ Hour
Journeyman/Worker/Technician/ Laborer	\$_____ Hour	\$_____ Hour
Materials	Cost Plus _____%	Cost Plus _____%
Third Party Rental Equipment	Cost Plus _____%	Cost Plus _____%
Vendor Owned Equipment	Please attach schedule of hourly rates	Please attach schedule of hourly rates
Mobilization Fee/Trip Charge	\$_____	\$_____
Applicable State Fees	\$_____	\$_____

Notes:

- The above chart shall be inclusive of all fees. There shall be no additional or hidden fees, up's or adders, please figure proposed pricing accordingly.
- Propose hourly rates based on 1st shift, Monday thru Friday, Non-Holidays, 8:00 a.m. – 5:00 p.m. No hourly billing shall start until workers arrive on Campus job site.
- Proposal shall be based on current Rock Island County Prevailing Wage for all Quad Cities Campus locations, and the Henry County Prevailing Wage for the Galva East Campus location.
- College shall be responsible for air monitoring and air sample testing costs. Vendor shall coordinate work with the consultant of the College's choice.
- All work shall be performed by certified personnel and in compliance with all state and federal EPA regulations.
- Vendor shall furnish copies of daily log reports (time sheets), personnel sample reports, inspection reports, notifications, air monitoring results and disposal receipts for our records.
- 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.

AGREEMENT PROVISIONS

If an Agreement is awarded, the selected Vendor(s) shall be required to adhere to the following agreement provisions which shall become a part of any formal agreement. These provisions shall include, but shall not be necessarily limited to the following:

1. LOCATIONS:

- Black Hawk College, Quad Cities Campus
6600 34th Ave.
Moline, Illinois 61265
- BHC-BTC Industrial Training Lab
3901 25th St.
Moline, IL 61265
- Black Hawk College, Outreach Center
301 42nd Ave
East Moline, IL 61244
- Black Hawk Technology Center
3930 11th St.
Rock Island, IL 61201
- Illinois workNet Center
4703 16th St.
Moline, IL 61265
- Black Hawk College, East Campus
26230 Black Hawk Road
Galva, IL 61434-9476

2. TERM OF AGREEMENT:

Three years, commencing June 1, 2010, ending May 31, 2013, with two (2) one-year renewals at the College's option.

3. OVERVIEW OF WORK:

The Vendor shall:

- Manage their crew
- Provide all labor
- Provide all equipment, materials and supplies
- Not be reimbursed travel time to and from job work locations. Travel cost shall be included in the proposed rates

- Ensure abatement projects are started and finished on time
- Receive instructions and priorities from the Facilities Superintendent(s), or his designee, and ensure the crew satisfactorily carries out those instructions and priorities
- Report progress to the Facilities Superintendent(s) when requested
- Ensure work is done in a safe manner
- Ensure quality of work is done in a professional, workmanlike manner
- Ensure that all wastes generated are removed and disposed of in strict accordance with all applicable rules, regulations, codes, laws, ordinances, statutes, etc. No College dumpsters or trash containers are to be used for the disposal of job refuse.

The College shall:

- Prepare each room by moving/removing furniture, fixtures, etc., as needed
- Make available electrical power and water for the responsible use of the Vendor(s) in the performance of their work.
- Provide glass removal and replacement, etc., as needed for exhaust routing

4. HOURS:

As needed by the College during 1st shift, Monday thru Friday, Non-Holidays

5. TIMEFRAME FOR WORK:

The College anticipates most work of the work load to occur during the summer break, generally the third week in May thru the third week in August.

6. PERSONNEL

Vendor must be qualified and experienced to perform asbestos abatement. The Vendor shall at all times be dressed in clean uniforms (clearly identifying their employer) and will observe all regulations in affect upon the College premises.

TIME TABLE

DATE	EVENT
April 20, 2010	E-Mailing of Request for Proposal RFP 16-10
April 21 – April 28, 2010	Timeframe for site visit
April 29, 2010	Mandatory Pre-Proposal Meeting at 2:00 p.m. in Building 1, Room 261
May 6, 2010	Proposals due at 4:00 p.m.
May 13, 2010	Anticipated Board of Trustees Approval
May 14, 2010	Anticipated Award of Agreement

INSTRUCTIONS TO VENDORS

1. GENERAL

Sealed proposals shall be addressed to Black Hawk College Purchasing Department, 6600 - 34th Avenue, Moline, Illinois, 61265 and marked "PREFERRED VENDOR, ASBESTOS ABATEMENT SERVICES AGREEMENT DISTRICT WIDE, RFP 16-10." Proposals are due not later than 4:00 p.m. local time on Thursday, May 6, 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 laws of the State of Illinois, including but not limited to, prevailing 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." The Vendor further agrees to provide a copy of the certified payroll if requested.

6. FIRM PRICES

All prices shall be F.O.B. to the Black Hawk College job site location, 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 Facilities Superintendent or his designee for all aspects of the agreement work compliance with respect to the specifications.

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 contract for similar services to be performed for other businesses while under agreement with College.

14. WARRANTY

Vendor shall warrant that its services and labor 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.

Additionally, all work shall be covered by 5 million dollars of occurrence based, asbestos specific liability insurance.

16. INSPECTION

Upon completion of any work, the College shall reserve the right to make final inspection, and finding the entire 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. ABOUT YOUR COMPANY

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 completed projects 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.

18. 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)
- Fees

The College reserves the right to conduct interviews, if deemed necessary, to assist the College in making the best possible selection decision.

INSTRUCTIONS TO VENDORS

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

Preferred Vendor, Asbestos Abatement Services Agreement District Wide, RFP 16-10
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 May 14, 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:

Preferred Vendor, Asbestos Abatement Services Agreement District Wide, RFP 16-10
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 a agreement within **ninety (90) days of May 6, 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 contract 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 Statues 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:

**PREFERRED VENDOR, ASBESTOS ABATEMENT SERVICES AGREEMENT DISTRICT WIDE
RFP 16-10**

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 three (3) hard copies of the proposal pricing, (one original and two (2) copies)? | YES | NO |
| 2. Did you read and do you agree to all terms and conditions, including Attachment B, in this proposal? | YES | NO |
| 3. Did you complete and include two (2) completed original copies of the Execution of Proposal, Attachment C? | YES | NO |
| 4. Did you complete and include the Vendors Certification, Attachment D? | YES | NO |
| 5. Did you complete the Courtesy No Proposal Form, Attachment E if you do not plan on participating? | YES | NO |
| 6. Did you complete and include the Guidelines for Contractor and Vendor Disposal of Waste (Attachment F)? | YES | NO |
| 7. Did you include a brief information about your company as requested on page 8? | YES | NO |