



Black Hawk College
PURCHASING DEPARTMENT
6600 34TH AVENUE
MOLINE, IL 61265

DATE: January 16, 2014

TO BE OPENED ON
February 14, 2014

RFP 25-14 Addendum 1

*****IMPORTANT*****
 SHOW "**RFP 25-14**
Addendum 1"
 ON OUTSIDE OF
 MAILING ENVELOPE

REQUEST FOR PROPOSAL (RFP)
CHILLER SERVICES AGREEMENT, QC CAMPUS
RFP 25-14 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 2:00 p.m. local time, on Friday, February 14, 2014, in the Purchasing Office at Black Hawk College Quad Cities Campus, located at 6600 34th Avenue in Building One, Second Floor, in the Finance Office, Room 244A, then opened publicly, read aloud and recorded immediately thereafter when possible, in the Black Hawk Room located in Building One, Second Floor, Room 255,** for furnishing the goods or services described below, to be delivered or performed at the location(s) 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 Pre-Proposal meeting held on Friday, January 31, 2014, please note the corrections to the McQuay equipment shown on Page 6. The annual inspection and operating inspection are changed to reflect factory recommendations for this scroll chiller.

Site visits for the McQuay equipment may be arranged by contacting Bob McChurch at 1-309-796-5013 of mcchurchr@bhc.edu.

As a reminder, please see bullet point #10 on page 15 concerning Acknowledgements of Addenda.

TIME TABLE

DATE	EVENT
January 16, 2014	E-Mailing of Request for Proposal RFP 25-14
January 31, 2014	Mandatory Pre-Proposal Meeting and site visit at 2:00 p.m. in Building 1, Room 255 Black Hawk Room
February 7, 2014	Intent to Respond
February 14, 2014	Proposals due at 2:00 p.m.
March 20, 2014	Anticipated Board of Trustees Approval
March 21, 2014	Anticipated Award of Contract

PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

Black Hawk College (BHC) seeks to establish a three-year Chiller Services Agreement, with two (2) one-year renewals at the College's option. Due to the two (2) different brands of equipment needing to be serviced, the College may choose to award contracts to two (2) different vendors.

LOCATIONS

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

MANDATORY PRE-PROPOSAL MEETING AND SITE VISIT

A **MANDATORY** Pre-Proposal meeting and site visit will be held at **2:00 p.m. on Friday, January 31, 2014**, at Black Hawk College, Quad Cities Campus, located at 6600 34th Avenue in Building One, Second Floor, in the Black Hawk Room, room 255. 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. The site visit gives the Vendor an opportunity to examine the equipment, the equipment's locations, and all 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. It is **mandatory** that all interested Vendors attend the Pre-Proposal meeting and site visit. Proposals from Vendors not attending the meeting will not be accepted.

OVERVIEW OF WORK

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.

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 Year		
Water Cooled Rotary Annual Inspection, Consisting of: <ul style="list-style-type: none"> • Customer Notification of Chiller Shut Down • Initial Site Inspection • Review Diagnostics • Oil Level Check • Compressor and Oil Separator Heater Check • Oil Analysis • Flow/Differential Mechanical Switch Check • Rotary Oil Filter Change • Control Panel Calibration Check • Low Temperature Sensor Calibration • Control Panel Electrical Inspection • High Side Leak Check Inspection • TechView/Kestrel View Connection • Run Service Report From Kestrel View • Techview/Kestrel View Disconnection 			1		
Water Cooled Rotary Annual Inspection, Consisting of: <ul style="list-style-type: none"> • Initial Site Inspection • Review Diagnostics • Techview/Kestrel View Connection • Run Service Report From Kestrel View • Techview/Kestrel View Disconnection 			1		
Vibration Analysis, Consisting of: <ul style="list-style-type: none"> • Vibration Analysis Readings and Report 			1		
Annual Fee			Year		
\$ _____			Year 1		
\$ _____			Year 2		
\$ _____			Year 3		
\$ _____			Year 4		
\$ _____			Year 5		

Note: Years 1, 2, and 3 shall be the initial term 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 Year	
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 Per Circuit • Purge Maintenance and Operation • Purge Plus Expiration Date Check (High Performance) • Vane Linkage and Oil Valve Operation • Centrifugal Oil Filter Change • Leak Check with Hot Water/Electric • Compressor Starter Inspection – Centrifugal • Starter Maintenance and Inspection – Rockwell AFDE • Control Panel Electrical Inspection – Centrifugal • Control Panel Calibration Check • Low Temperature Sensor Calibration • Drain Rupture Disc Vent Line 				1	
Centrifugal Operational 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 • Manual Log with Electronic Device 				1	
Vibration Analysis, Consisting of: <ul style="list-style-type: none"> • Vibration Analysis Readings and Report 				1	
Annual Fee				Year	
\$ _____				Year 1	
\$ _____				Year 2	
\$ _____				Year 3	
\$ _____				Year 4	
\$ _____				Year 5	

Note: Years 1, 2, and 3 shall be the initial term 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
Scroll Chiller	1	McQuay	AGZ080DBHN	STNU110900143	Black Hawk College, Outreach Center 301 42 nd Ave East Moline, IL 61244 Boiler Room
Description				Quantity Per Year	
Scroll Chiller Annual Inspection, Consisting of: <ul style="list-style-type: none"> Inspect for refrigerant and oil leaks. Inspect vibration eliminators and water piping for leaks. Check freeze protection, evaporator and piping heaters, glycol content, if applicable. Clean water piping straining. Check refrigerant in sightglass. Check compressor oil presence in sightglass, if applicable. Inspect and tighten electrical connections. Check relays and operating/safety controls. Check crankcase heater operation. Check operation of electronic expansion valve. Perform MicroTech check, update operating software with latest available version. Check condenser coils, clean debris from around condenser, Check condenser fan operation. 				1	
Scroll Chiller Operational Annual Inspection, Consisting of: <ul style="list-style-type: none"> Inspect for refrigerant and oil leaks Inspect vibration eliminators and inspect water piping for leaks. Clean water piping strainers. Check refrigerant in sightglass. Check compressor oil presence in sightglass, if applicable. Inspect and tighten electrical connections. Check relays and operating/safety controls. Check crankcase heater operation. Perform MicroTech check, log, last fault analysis, analyze performance and update software, if applicable. Check condenser coils, clean debris from around condenser. Take and record water side pressure drops across evaporator. 				1	
Annual Fee				Year	
\$ _____				Year 1	
\$ _____				Year 2	
\$ _____				Year 3	
\$ _____				Year 4	
\$ _____				Year 5	

Note: Years 1, 2, and 3 shall be the initial term 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: Years 1, 2, and 3 shall be the initial term of the Chiller Services Agreement. The 4th and 5th years shall each be at College's discretion!

	Year 1	Year 2	Year 3	Year 4	Year 5
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: Years 1, 2, and 3 shall be the initial term of the Chiller Services Agreement. The 4th and 5th years shall each be at College's discretion!

	Year 1	Year 2	Year 3	Year 4	Year 5
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: Years 1, 2, and 3 shall be the initial term of the Chiller Services Agreement. The 4th and 5th years shall each be at College's discretion!

	Year 1	Year 2	Year 3	Year 4	Year 5
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: Years 1, 2, and 3 shall be the initial term of the Chiller Services Agreement. The 4th and 5th years shall each be at College's discretion!

	Year 1	Year 2	Year 3	Year 4	Year 5
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

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, pages 4 through 10.

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.

INSTRUCTIONS TO FIRMS

1. Please submit four (4) proposals (one (1) original typewritten or printed in ink, and three (3) copies) in a sealed package addressed and clearly marked as follows:

Purchasing RFP 25-14
Black Hawk College Purchasing
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 A).
4. The Intent to Respond Form (Attachment B) must be filled out and sent to Mike Meleg as directed on the form.
5. 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.
6. One completed original copy of the Vendor Certification (Attachment D) must be submitted with the proposal package.
7. 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.
8. Firms 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.
9. Trade discounts, when quoted, should be reduced to a single percentage.
10. Any proposal or bonds signed by an agent or attorney-in-fact shall be accompanied by evidence of authority.
11. It is the Firm's responsibility to correctly mark and deliver the Proposal to the Purchasing Office by the specified date and time for opening. **NO EXTENSIONS WILL BE GRANTED.**
12. The College will not reimburse the Firms for any work associated with the submission of this proposal.
13. The College will evaluate all proposals and anticipates awarding a contract no earlier than March 21, 2014. The College reserves the right to accept and/or reject any or all proposals or parts thereof.

ADDITIONAL INFORMATION

1. GENERAL

Sealed proposals shall be addressed to Black Hawk College Purchasing Department, 6600 - 34th Avenue, Moline, Illinois, 61265 and marked "CHILLER SERVICES AGREEMENT, RFP 25-14." Proposals are due not later than 2:00 p.m. local time on Friday, February 14, 2014. Unsigned or late bids will not be considered.

2. TERMINATION OF CONTRACT

The College may terminate any award of Contract without cause and for its convenience at any time. In the event of default or non-compliance with the terms of the proposal, it may be terminated immediately. In the event of termination, the Vendor shall be obligated to complete all of its obligations and responsibilities under the terms of this proposal for work in process.

3. POSTPONEMENT OF OPENINGS

A bid opening may be postponed by the College, even after the time scheduled for bid opening, if the College has reason to believe that the bids of an important segment of bidders have been delayed in the mails, or in the communication system specified for transmission of bids, for causes beyond their control and without their fault or negligence (e.g., flood, fire, accident, weather conditions, strikes, or College equipment blackout or malfunction when bids are due); or emergency or unanticipated events interrupt normal College processes so that the conducting of bid openings as scheduled is impractical. At the time of a determination to postpone a bid opening, the new time and date shall be communicated by issuance of an addendum to the prospective bidders who are likely to attend the bid opening. In the case of urgent College requirements precluding the communication of an addendum, the time specified for opening of bids shall be deemed to be extended to the same time of day specified in the bid on the first work day on which normal College processes resume. In such cases, the time of actual bid opening shall be deemed to be the time set for bid opening for the purpose of determining "late bids". The College shall maintain records in the bid file explaining the circumstances of the postponement.

4. ERRORS AND OMISSIONS

All documents shall be completed and submitted as requested by the College. No claim for errors or omissions in the proposal will be considered. Firms 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.

It is the responsibility of the Vendor to examine the site and all conditions thereon. The proposal shall take into consideration all such conditions as may affect contract Work. No additional expense will be allowed for failure to be so informed.

5. 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.

6. 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. The Vendor shall also comply with applicable state and local laws, ordinances and regulation, and OSHA standards.

7. 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."

8. FIRM PRICES

All prices shall be F.O.B. Black Hawk College, Moline, Illinois, freight prepaid. Prices submitted on this document should be considered firm for a period of ninety (90) days from the due date as stated on the cover sheet of this document. Prices are to be inclusive of all fees, including but not limited to travel, fuel, vehicle fees, environmental/disposal fees, etc.

9. SELECTION CRITERIA

Proposals will be evaluated on the basis of:

- Pricing
- Conformity with specifications and requirements of the RFP
- Terms of delivery
- Quality
- Serviceability
- Financial stability of Vendor

Although pricing is an important factor, the College is not obligated to make an award solely on the basis of lowest price. Inadequacy in any area may disqualify a proposal.

A Committee will review and analyze the proposals. The Committee will prepare a recommendation that the Board of Trustees will consider and vote on at its Thursday, March 20, 2014 meeting. Firms that submitted proposals may seek the results of the Board vote on Friday, March 21, 2014.

Black Hawk College reserves the right to accept or reject any or all proposals 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 contract setting forth the terms and conditions of the parties' rights and obligations. Such contract 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. All costs incurred by Vendors associated with the preparation, submission, presentation and

demonstration of proposals and attendance at meetings and presentations, including but not limited to, costs related to transportation, meals, lodging and other related expenses, will be the sole responsibility of the Vendor and will not, under any circumstances, be reimbursed by BHC.

10. 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.

11. 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 contract, resulting in whole or in part from the negligent acts or omissions of the Vendor.

12. 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 - \$2,000,000
 - 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.

13. ASSIGNMENT

Vendor shall not assign any contract with the College without the prior written consent of Black Hawk College. Assignment shall in no way relieve the Vendor of any of its obligations.

14. 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.

15. 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.

16. PUBLIC DISCLOSURE

As Black Hawk College is a nonprofit, publicly funded institution, any document submitted in response to this solicitation will become part of the public record and subject to the Freedom of Information Act (FOIA) law.

17. RELATIONSHIP OF PARTIES

The parties intend that an independent relationship between the College and the Vendor will be created by this agreement. 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 with other businesses while under agreement with College.

18. DCEO REQUIREMENTS

Any Vendor who is awarded a contract that is paid for with restricted funds (such as grant funds) shall allow the grantor of the funds access to records associated with awarded contract.

19. WARRANTY

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

TERMS AND CONDITIONS (Attachment A)

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.



**INTENT TO RESPOND FORM
(Attachment B)**

Due February 7, 2014

- We **shall** submit a Request for Proposal for:
- We **shall NOT** submit a Request for Proposal for:
(Please check one)

**CHILLER SERVICES AGREEMENT, QC CAMPUS
RFP 25-14**

Contact Person: _____

Title: _____

Company Name: _____

Street Address: _____

City, State and Zip: _____

Telephone: _____

E-Mail Address: _____

Signature: _____

Date: _____

Firms who do not submit this INTENT TO RESPOND form by Friday, February 7, 2014 may be removed from our Vendor list for these services. Please e-mail or fax this form to:

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

**Phone: (309) 796.5002
Fax: (309) 796.5429
Email: melegm@bhc.edu**

EXECUTION OF PROPOSAL

(Attachment C)

PLEASE PROVIDE TWO (2) COPIES

I have examined the specifications and instructions included herein and agree, provided I am awarded a contract within **ninety (90) days of February 14, 2014**, to provide the specified goods and/or services 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.

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 11? | YES | NO |
| 3. Did you read and do you agree to all terms and conditions, including Attachment A, in this proposal? | YES | NO |
| 4. Did you submit the Intent to Respond, Attachment B, by February 7, 2014? | YES | NO |
| 5. Did you complete and include two (2) completed original copies of the Execution of Proposal, Attachment C? | YES | NO |
| 6. Did you complete and include the Vendors Certification, Attachment D? | YES | NO |
| 7. Did you complete and include the Guidelines for Contractor and Vendor Disposal of Waste (Attachment F)? | YES | NO |