



**PURCHASING DEPARTMENT  
6600 34<sup>TH</sup> AVENUE  
MOLINE, IL 61265**

**DATE: July 21, 2022**

**TO BE OPENED ON  
September 1, 2022  
RFP 02-23**

**\*\*\*IMPORTANT\*\*\*  
SHOW "RFP 02-23"  
ON OUTSIDE OF  
MAILING ENVELOPE**

**REQUEST FOR PROPOSAL (RFP)  
MOWING AND SNOW REMOVAL SERVICES, KEWANEE LOCATIONS  
RFP 02-23**

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 Thursday, September 1, 2022, in the Finance Office at Black Hawk College Quad Cities Campus, located at 6600 34<sup>th</sup> Avenue in Building One, Second Floor, Purchasing Office Room 244A, then opened publicly, read aloud and recorded immediately thereafter when possible, in the Black Hawk Room, (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 34<sup>th</sup> AVENUE  
MOLINE IL 61265**

**TELEPHONE: (309) 796-5002**

**EMAIL ADDRESS: melegm@bhc.edu**

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

**GENERAL**

Proposals are subject to the attached Standard Terms and Conditions.

**USING DEPARTMENT**

Facilities

## **TIME TABLE**

<b>DATE</b>	<b>EVENT</b>
July 21, 2022	E-Mailing of Request for Proposal RFP 02-23
August 17, 2022	Pre-Proposal Meeting at 10:00 a.m. at the Community Education Center Community Room 102, with site visit to follow
August 24, 2022	Intent to Respond Form (Attachment B) due
September 1, 2022	Proposals due at 2:00 p.m. in the Purchasing Office Room 244A
September 22, 2022	Anticipated Board of Trustees Approval
September 23, 2022	Anticipated Award of Contract

## **PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)**

Black Hawk College (BHC) seeks to establish a three-year Mowing and Snow Removal Services Agreement with one or more Contractors, commencing September 23, 2022 and ending September 22, 2023, with two (2) one-year renewals at the College's option for the following locations. Bidders may propose: 1) Mowing and Weed Control Application only, 2) Snow Removal and Salt Spreading only, or both.

## **LOCATIONS:**

- Community Education Center  
404 East 3<sup>rd</sup> Street  
Kewanee, Illinois 61443
- Welding & Skilled Trades Center  
530 East 3<sup>rd</sup> Street  
Kewanee, Illinois 61443

## **PRE-PROPOSAL MEETING WITH SITE VISIT TO FOLLOW**

A Pre-Proposal meeting with site visit to follow will be held at **10:00 a.m. on Wednesday, August 17, 2022**, at the Black Hawk College Community Education Center, 404 East 3rd Street, Kewanee, Illinois 61443, Community Room 102. 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. A site visit will immediately follow the meeting. 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.

## **ADDITIONAL SITE VISITS**

For those unable to attend the site visit following the pre-proposal meeting, appointments can be made with Ray Jacobs, Superintendent of Facilities and Campus Services, (309) 854-1740, [jacobsr@bhc.edu](mailto:jacobsr@bhc.edu) to visit the sites and examine all locations and conditions. 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.

## **INTENT TO RESPOND FORM, ATTACHMENT B**

Please submit the Intent to Respond Form, Attachment B as instructed by August 24, 2022

## **INSURANCE REQUIREMENTS**

The awarded Contractor(s) shall provide annually, a certificate of insurance according to the coverages as stated in paragraph 12 on Pages 11 and 12.

## **SCOPE OF WORK**

Scope of work as indicated in green on the attached map consists of mowing during those times when grass is actively growing, and providing and applying weed control twice during the mowing season. The area is approximately 7.34 acres.

Scope of work as indicated in yellow on the attached map consists of removing snow from and salting all surfaces where vehicle and foot traffic occur, including but not limited to parking lots, driveway, and sidewalks, including the sidewalk that parallels 3<sup>rd</sup> Street. The area is approximately 1 acre.

### **1. Mowing**

- 1.1. Contractor shall be responsible for maintaining areas of the property as identified on the map, Exhibit A, attached to this document.
- 1.2. Contractor shall possess adequate knowledge of landscape/grounds maintenance practices and chemical applicator license in order to conform to acceptable industry standards at all levels of this service agreement. The scope of work includes but is not limited to mowing, trimming and chemical applications in grass areas.
- 1.3. Contractor shall provide all labor, materials, and equipment for the work to be performed under this Agreement.
- 1.4. Contractor is required to provide SDS sheets for materials intended to be used.
- 1.5. Contractor shall provide necessary protection of persons and property. Extreme care shall be exercised in all areas adjacent to pedestrian and vehicular traffic or parking.
- 1.6. Contractor shall accomplish all activities in such a manner as to not obstruct vehicular or pedestrian traffic. If activities require interference then obstruction will be kept to a minimum.
- 1.7. Contractor shall provide equipment in sufficient type, capacity, and quantity to safely and efficiently perform the services specified in this agreement.
- 1.8. Contractor shall equip all mowing machinery with protective shields to prevent foreign objects from being thrown from the mowing machinery.
- 1.9. Contractor shall not accomplish tasks outside the scope of work without authorization in writing from the Superintendent of Facilities and Campus Services. Contractor will not be reimbursed for additional work accomplished without proper authorization.
- 1.10. Contractor shall provide competent, capable, experienced, and suitably qualified personnel for the performance of all services. Any employee, representative, or approved subcontractor of contractor who, in the opinion of the Superintendent of Facilities and Campus Services is objectionable, shall be removed from performing any further work on behalf of the contractor on the premises.
- 1.11. Contractor shall be responsible to obtain and maintain accurate records and valid licenses, registrations, certifications, and insurance required for this work. Upon request the contractor shall provide the Superintendent of Facilities and Campus Services with copies of all licenses, permits, certifications, registrations, insurance certificates, and/or other certificates and approvals related to rendering the work and required by laws and regulations.
- 1.12. Contractor shall have access to an adequate service facility to assure routine maintenance of all equipment and shall maintain a sufficient supply of replacement parts to assure continuous and uninterrupted service under this agreement.
- 1.13. All mower blades must be sharp enough to cleanly cut the grass blades without ripping or tearing.
- 1.14. Contractor shall set its machine mowers to a height not to exceed three (3") inches on all areas with a finish cut mower unless otherwise directed.
- 1.15. Contractor shall be responsible for control of general trash and refuse in the areas. Contractor must remove and dispose of all debris, including small limbs and litter, from areas prior to mowing. Contractor may use college dumpster to discard trash found on site.

- 1.16. Contractor shall be responsible for performing trimming and edging, by mechanical methods, weed-eating around all obstacles including but not limited to light posts, sign posts, signs, fence lines, barricades both temporary and permanent, fence posts, utility boxes, utility markers/flags, trees, tree circles, curb edges, planting beds, and planters, Contractor will repair any damage caused by trimming or edging within seventy-two (72) hours of observation or notification of such damage.
- 1.17. Contractor may leave grass clippings on grassy areas instead of collecting and disposing of such clippings. Contractor shall not leave grass clipping on any non-grassy areas. Contractor shall not leave grass clumps in any areas; clumps must be collected or dispersed.
- 1.18. Parking lots shall be swept or blown clean of grass at each mowing cycle.
- 1.19. Contractor shall report any safety issues or property damage to the Superintendent of Facilities and Campus Services.
- 1.20. Contractor shall be required to repair any damages that are the result of the contractor or negligence on their behalf.
- 1.21. Contractor for the safety or convenience of its operations may trim any limbs, shrubs, or other plants as long as there is no additional damage to the tree, shrubs, or plants, it is the contractor's responsibility to remove and destroy outside the college properties any debris from such trimming.
- 1.22. Contractor shall apply all chemical in accordance with local, state, and federal laws.

### **1.23. QUALITY**

- 1.23.1 At no time will the Contractor allow the lawn areas referenced in this document to become unsightly. The college reserves the right to determine the appropriate grass length.
- 1.23.2 The Contractor will be required to redo, at their expense, any work unsatisfactorily completed.
- 1.23.3 The Contractor is required to report any safety hazards, dead animals, bug infestations or landscaping damage to the Contract Administrator on the day of discovery.
- 1.23.4 Any plant material that is damaged due to Contractor negligence in the maintenance operations will be replaced with an identical plant at the Contractor's expense.

## **2. Snow Removal**

- 2.1 Snow Removal shall be provided without notification for any accumulation greater than 1 inch during work days. Snow removal is expected to be completed by 7:00 a.m. on any weekday.
- 2.2 During persistent snowfalls or period of blowing or normal snow clearing operations, no more than 2 inches of snow shall be allowed to accumulate at any given time unless the college is closed.
- 2.3 Contractor shall keep snow levels behind all curbs at the traffic intersections of the parking lot and streets below the level for clear visibility of vehicle operators. Snow piles can be managed and piled on-site in areas designated by the Superintendent of Facilities and Campus Services.
- 2.4 Snow will be pushed to the perimeter of the lots in such a manner as to avoid as much as possible the obstruction of parking stalls. Snow will not be piled in locations where it might obstruct sidewalks, pedestrian routes or fire hydrants.
- 2.5 Any damage caused by Contractor shall be repaired or replaced at the Contractor's expense.
- 2.6 Snow removal from the sidewalks/paths will be completed by hand using snow blower(s) or similar equipment. Sidewalk de-icing materials will be provided by the contractor and applied by the contractor following sidewalk/paths snow removal.
- 2.7 Special events at the CEC may necessitate plowing of these areas at any time of the day or evening. Coordination of plowing at the CEC will be done through the Superintendent of Facilities and Campus Services. All equipment operators shall be well trained, properly licensed, and shall operate their equipment and perform the work required in a safe and efficient manner. Operators shall comply with all codes and ordinances in the performance of this work. Equipment to be used shall be in a safe and fully operable condition at all times.

- 2.8 SALTING, SALT/SAND MIX AND/OR CHEMICALS - Contractor shall implement an ongoing program for applying rock salt, salt/sand mix and/or chemicals to assure maximum safety. Contractor shall apply rock salt, salt/sand mix and/or chemicals on all icy areas on roadways, driveways, entries and exits with particular emphasis on intersections, but only as prioritized by the College. During the existence of chronic ice, Contractor shall implement an ongoing program for applying rock salt, salt/sand mix and/or chemicals to assure maximum safety.

## **GENERAL CONDITIONS**

1. The College may withhold, or on account of subsequently discovered evidence, nullify the whole, or a part, of any payment to such extent the College may deem to be necessary to protect itself from loss due to:
  - 1.1. Defective work not remedied;
  - 1.2. Claims against the Contractor filed by any person or persons, including the College.
  - 1.3. After the above-mentioned defects are remedied and claims are settled, payment shall be made for amounts withheld.
2. The Contractor will provide all recognized safeguards and assume all risks in performing the work for which the Contractor is responsible.
3. The College will furnish the Contractor a list of days closed for the term of the contract, however the College normally closes on the following holidays each calendar year:

New Year's Day	Labor Day
Dr. Martin Luther King's Birthday	Columbus Day
President's Day	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Independence Day	Christmas Break December 24 - 31
4. Snow Removal service is not normally needed on the above days, but due to conferences, classes, special events, and the operating needs of the College, some service may be required. Periodically, it will be necessary for the College to revise time and work schedules due to semester breaks, vacations, etc. These are scheduled in the College calendar which shall be furnished to the Contractor.
5. The Contractor will provide a local phone number and email address to refer messages to concerning problems arising after the Contractor's work hours. There will be a local contact who can be contacted at any hour of the day or night, if needed.
6. If the College must discontinue the normal use of the building because of fire, flood, etc., the College will inform the Contractor of the date on which service is to be ended. The Contractor will stop service on that date and invoice the College for that portion of the work performed.
7. The Contractor's organization shall be responsible for accomplishing the work outlined and shall not sub-contract this work unless approved in advance by the College in writing.

## **CONTRACT REQUIREMENTS**

1. The Contractor shall:
  - 1.1. Furnish all labor, supplies, and equipment necessary for the accomplishment of all work.
  - 1.2. Provide adequate supervision.
  - 1.3. Insure employees observe all rules and regulations in effect, and comply with all instructions issued by the College or designated representative.
  - 1.4. Promptly remove from this job site any employee, or employees, which the College deems incompetent, careless, insubordinate or otherwise objectionable, or whose continued employment is deemed to be contrary to the public interest, or inconsistent with the best interest of security.
  - 1.5. Complete criminal background checks at the State level (Illinois) for each Contractor employee assigned to the Black Hawk College contract. The cost incurred for background checks shall be the responsibility of the Contractor.

- 1.6. Be responsible for theft of Black Hawk College property by Contractor's employees. The Contractor shall also be responsible that all articles found by its employees are turned in at a designated place.
- 1.7. Meet periodically with authorized representatives of the College to discuss all services or other matters relevant to the contract. At times, conditions may make some modifications in requirements, procedures, and operations necessary and of mutual advantage. No change is permitted in any of the contract specifications or conditions unless the Contractor receives written approval from the Black Hawk College East Campus Superintendent of Facilities and Campus Services.
- 1.8. Agree that personnel furnished by the Contractor are considered employees of the Contractor. The Contractor will be responsible for salaries, wages, and any benefits relating to such employment.
- 1.9. Be responsible for the repair of damage caused by workmen or equipment being used during the period of this contract. All such repairs shall be made to meet Black Hawk College requirements and to the satisfaction of the Black Hawk College representative.
- 1.10. Supply Black Hawk College with a complete list of employees, supervisors and management, and provide an update as changes occur.
- 1.11. Supply the College with a written monthly summary of total service occurrences to correlate with billing.

#### **TOOLS AND EQUIPMENT**

1. The Contractor shall be equipped with the normal tools of their trade and shall furnish all labor, tools and all other items necessary for and incidental to executing and completing all required work. Contractor shall provide all required tools, equipment, consumable products and testing instruments needed for the job.

**PRICING PROPOSAL**

- **INCLUDE COMPANY INFORMATION AND REFERENCES WITH YOUR PROPOSAL, SEE 1.B. NEXT PAGE FOR DETAILS**
- **INCLUDE ATTACHMENTS C, D, E AND F WITH YOUR PROPOSAL**

<b><u>Mowing and Snow Removal</u></b>					
<b><u>PRICE</u></b>	<b><u>1<sup>st</sup> Year Price</u></b>	<b><u>2<sup>nd</sup> Year Price</u></b>	<b><u>3<sup>rd</sup> Year Price</u></b>	<b><u>Optional 4<sup>th</sup> Year Price</u></b>	<b><u>Optional 5<sup>th</sup> Year Price</u></b>
<b><u>Mowing</u></b> <b><u>(Per Occurrence)</u></b>					
<b><u>Weed Control Application</u></b> <b><u>(Once in the Spring and once in the Fall)</u></b>					
<b><u>Snow Removal</u></b> <b><u>(Per Occurrence)</u></b>					
<b><u>Salt Spreading</u></b> <b><u>(Per Occurrence)</u></b>					

COMPANY NAME \_\_\_\_\_

SIGNED (IN INK) \_\_\_\_\_

PRINTED NAME \_\_\_\_\_ DATE \_\_\_\_\_

## INSTRUCTIONS TO FIRMS

1. Proposals shall consist of three (3) copies of the following information, in this order:
  - A. The Pricing Proposal (page 7)
  - B. 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 Contractor(s) to fulfill proposal requirements. Contractor(s) 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 Contractor is not properly qualified to carry out the obligation of the agreement.
  - C. Two (2) copies of Attachment C, and one (1) copy each of Attachments D, E, and F.
2. Please submit the proposal in a sealed package addressed and clearly marked as follows:

MOWING AND SNOW REMOVAL SERVICES, KEWANEE LOCATIONS, RFP 02-23  
Black Hawk College Purchasing  
6600 34<sup>th</sup> Avenue  
Moline, IL 61265
3. Proposals submitted via fax or E-mail will not be accepted.
4. Read and comply as applicable with the Standard Terms and Conditions (Attachment A).
5. Please complete the Intent to Respond Form (Attachment B) by Wednesday, August 24, 2022, and send to Mike Meleg as directed on the form.
6. 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.
7. One completed original copy of the Vendor Certification (Attachment D) must be submitted with the proposal package.
8. One completed original copy of the State of Illinois Business Enterprise Program for Minorities, Females, and Persons with Disabilities Participation and Utilization Plan (Attachment E) must be submitted with your proposal package.
9. One completed original copy of the Guidelines for Contractor and Vendor Disposal of Waste (Attachment F) must be submitted with the proposal package.
10. 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.
11. 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.



12. Trade discounts, when quoted, should be reduced to a single percentage.
13. Any proposal or bonds signed by an agent or attorney-in-fact shall be accompanied by evidence of authority.
14. 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.**
15. The College will not reimburse the Firms for any work associated with the submission of this proposal.
16. The College will evaluate all proposals and anticipates awarding a contract no earlier than Friday, September 23, 2022. The College reserves the right to accept and/or reject any or all proposals or parts thereof.

## **ADDITIONAL INFORMATION**

### **1. GENERAL**

Unsigned or late bids will not be considered. 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.

### **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 federal, 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, 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

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.

The proposals will be reviewed by a committee, and a recommendation will be prepared to be considered by the Board of Trustees and voted on at its Thursday, September 22, 2022 meeting. Firms that submitted proposals may seek the results of the Board's decision on Friday, September 23, 2022.

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. 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.

Vendors needing access to College computer systems shall provide a Certificate of Cyber Liability Insurance with limits of at least \$5,000,000 including coverage for credit monitoring services post breach, with Black Hawk College, its employees, and Black Hawk College Board of Trustees named as Additional Insureds. The Certificate shall provide not less than 30 days advance notice in writing in the event of change or cancellation.

### **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 or a thoroughly competent superintendent shall report directly to Ray Jacobs, Superintendent of Facilities and Campus Services, (309) 854-1740, [jacobsr@bhc.edu](mailto:jacobsr@bhc.edu) or his representative for all aspects of the contract Work compliance with respect to the specifications.

### **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 not be returned, will become part of the public record, and is subject to the Freedom of Information Act (FOIA) law. As such, proposals may be released to third parties without prior notice to Vendor as required to comply with legal requirements.

### **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.

## **20. DRUG-FREE WORKPLACE**

Any Vendor, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug-Free Workplace Act (Chapter 30 ICLS 580) that it shall provide a drug-free workplace for all employees engaged in the performance of work under any awarded contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of the contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

## 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 August 24, 2022**

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

**MOWING AND SNOW REMOVAL SERVICES, KEWANEE LOCATIONS  
RFP 02-23**

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 Wednesday, August 24, 2022 may be removed from our Vendor list for these services. Please e-mail or fax this form to:**

**Mike Meleg  
Director of Purchasing and Auxiliary Services  
Black Hawk College  
6600 34<sup>th</sup> Avenue  
Moline, IL 61265**

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

**EXECUTION OF PROPOSAL**  
**(Attachment C)**

PLEASE PROVIDE TWO (2) ORIGINAL COPIES

Purchasing  
MOWING AND SNOW REMOVAL SERVICES, KEWANEE LOCATIONS RFP 02-23  
Black Hawk College  
6600 34<sup>th</sup> Avenue  
Moline, IL 61265

I have examined the specifications and instructions included herein and agree, provided I am awarded a contract within **ninety (90) days of September 1, 2022**, 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**

**MOWING AND SNOW REMOVAL SERVICES, KEWANEE LOCATIONS RFP 02-23**

Your proposal is accepted as indicated on this copy.

Date: \_\_\_\_\_ By: \_\_\_\_\_

Director of Purchasing and Auxiliary Services  
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 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.

**(Attachment E)**  
**STATE OF ILLINOIS**  
**BUSINESS ENTERPRISE PROGRAM**  
**MINORITIES, FEMALES, PERSONS WITH DISABILITY**  
**PARTICIPATION AND UTILIZATION PLAN**

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The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minorities, female, or persons with disabilities (BEP Certified vendor), 30 ILCS 575/0.01 et seq.

**Aspirational Goal:** This solicitation includes an aspirational goal of **30%** participation of BEP certified vendors to perform or provide the anticipated services and/or supplies required by this solicitation.

- If the bidder itself is already a BEP Certified vendor, the entire aspirational goal is therefore met, however **bidder still must submit a Utilization Plan indicating that the aspirational goal will be met by self-performance by checking the first(1<sup>st</sup>) box on the Utilization Plan and including a copy of their certification.**
- If the bidder itself is NOT BEP Certified but meets or exceeds the aspirational goal through the utilization of BEP Certified sub-contractors, **bidder still must submit a Utilization Plan indicating that the aspirational goal will be met by checking the second (2<sup>nd</sup>) box on the Utilization Plan, filling out and submitting the Certified Subcontractors form, and including a copy of each subcontractor's certification.**
- If the bidder cannot meet the aspirational goal, they **still must submit a Utilization Plan indicating that they've made a good faith effort towards meeting the aspirational goal by checking the third (3<sup>rd</sup>) box on the Utilization Plan, filling out and submitting the Good Faith Efforts Contact Log, documenting its efforts to contract with BEP Certified vendors.**
- All of the above-mentioned forms are due at the time of bid or offer submission and become part of the contract.

**Utilization Plan:** Bidder may not make changes to its contractual BEP Certified vendor commitments or substitute BEP certified vendors without the prior written approval of the College. Bidder or bidder's proposed Subcontractors, must be certified with CMS as a BEP Certified vendor at the time of bid or offer, and not after-the-fact.

**BEP Certified Vendor Locator:** Bidders may search the CMS BEP Vendor Directory at:  
<https://cms.diversitycompliance.com/>

- Click the "BEP and/or VBP Certification Director" button
- A separate window will open "Search Registered Vendor Directory".
- Scroll to the bottom of that page, check the "I'm not a robot" box. You can either look up vendors individually or download the entire directory.

**Calculating BEP Certified Vendor Participation:** Only the value of the work actually performed or goods/equipment provided by the BEP certified vendor shall be counted towards the aspirational goal. This includes BEP certified vendor manufacturers, regular dealers, suppliers, or delivery services. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract can be counted toward the aspirational goal as well. **Work that a BEP certified vendor subcontracts to a non-BEP certified vendor will not count towards the goal.**

## UTILIZATION PLAN

Bidder submits to the following statement (choose one):

- Bidder is a BEP Certified firm and plans to fully meet the established aspirational goal through self-performance and has submitted a copy of their certification, or
- Bidder has identified BEP Certified subcontractor(s) to fully meet or exceed the established aspirational goal and submits the attached Certified Subcontractors Form and a copy of each subcontractor's certification, or
- Bidder has made good faith efforts towards meeting the aspirational goal, or a portion of it, and submits a copy of the Good Faith Efforts Contact Log.

Bidder responsible for compliance with this BEP goal:

Name:

Title:

Telephone:

Email:





**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 waste generated by these HVAC Services, 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 to dispose of this waste shall not be permitted.

Your cooperation in recycling and adhering to the disposal of waste guidelines at Black Hawk College is appreciated. Disregarding these guidelines may be cause for cancellation of this contract and may exclude your Firm from further proposal considerations.

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**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)

MOWING ALL THE WAY TO N GRACE AVENUE



Black Hawk College  
Community Education  
Community Education Center

American Job Center

Welding and Skilled Trades

MOWING ALL THE WAY TO N GRACE AVENUE



E 3rd St

E 3rd St

E 3rd St

E 3rd St

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