



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

DATE: February 28, 2019

**TO BE OPENED ON  
APRIL 16, 2019  
RFP 04-19**

**\*\*\*IMPORTANT\*\*\*  
SHOW "RFP 04-19"  
ON OUTSIDE OF  
MAILING ENVELOPE**

**REQUEST FOR PROPOSAL (RFP)  
BUSINESS CONTINUITY PLAN  
RFP 04-19**

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 Tuesday, April 16, 2019, in the Purchasing Office at Black Hawk College Quad Cities Campus, located at 6600 34<sup>th</sup> 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 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 (Attachment A).

**USING DEPARTMENT**

District Wide

## **PURPOSE**

The purpose of this Request for Proposal (“RFP”) is to solicit proposals from qualified and experienced Firms, and either enter into a single contract for the Development, Initial Testing, and Maintenance of a Business Continuity Plan (“BCP”), or enter into separate contracts for each of those three (3) elements: Development, Initial Testing, and Maintenance of a Business Continuity Plan (“BCP”).

## **ABOUT BLACK HAWK COLLEGE**

Black Hawk College was established in 1946 and its district is comprised of all of Rock Island County, major portions of Henry, Mercer and Stark Counties, and some of Bureau, Henderson, Knox, Marshall and Whiteside Counties in the state of Illinois.

Black Hawk College operates two primary campuses as well as other instructional centers throughout the District and serves a population of approximately 220,000. The College’s Quad-Cities Campus is located on 149 wooded acres in Moline, Illinois, while the College’s East Campus is located on a 102-acre site in Galva, Illinois. In addition to these full-service campuses, Black Hawk College operates two other facilities in Moline; the Outreach Center, and the Industrial Training Lab Extension Center. The Adult Learning Center is located in the city of Rock Island and the East Campus Community Education Center and Welding and Skilled Trades Center are located in the city of Kewanee, Illinois. All of the above stated locations are within the scope of this RFP.

For additional information about Black Hawk College please visit [www.bhc.edu](http://www.bhc.edu).

## **MANDATORY PRE-PROPOSAL MEETING**

A Mandatory Pre-Proposal Meeting will be held at Black Hawk College, 6600-34<sup>th</sup> Avenue, Moline, Illinois 61265 in the Black Hawk Room, Building One, second floor, room 255, beginning at **2:00 p.m. on Tuesday, March 26, 2019**. Meeting attendance is mandatory, as the Pre-Proposal meeting will be the only opportunity for Firms to raise any questions, exceptions, or additions they have concerning the BCP to be provided or this RFP document. If a Firm discovers any ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Firm should raise these issues at the meeting. Attendance may be in-person or via dial-in conference calling by dialing **1-309-796-5850** and entering Access Code **0727202**.

**It is mandatory that all interested Firms attend the Pre-Proposal meeting; proposals from Firms not attending the meeting in-person or by dial-in conference will not be accepted.**

## **INTENT TO RESPOND**

Firms shall submit the Intent to Respond form (Attachment B) by **Thursday, March 28, 2019**. Failure to submit the Intent to Respond form may result in the Firm’s removal from consideration on future proposals. Only those Firms who indicate their desire to participate in this proposal by indicating as such on the Intent to Respond form and submitting the form will be copied on any addenda issued thereafter.

## **TIME TABLE**

<b>DATE</b>	<b>EVENT</b>
<b>February 28, 2019</b>	Mailing of Request for Proposal RFP 04-19
<b>March 26, 2019</b>	Pre-Proposal Meeting at 2:00 p.m. in the Black Hawk Room, Building 1
<b>March 28, 2019</b>	Submission of Intent to Respond Form Attachment B
<b>April 2, 2019</b>	Addendum 1 Published, if needed
<b>April 16, 2019</b>	Proposals due by 2:00 p.m.
<b>April 29 – May 3, 2019</b>	If needed, interviews/presentations from 10 am – 11 am
<b>June 27, 2019</b>	Anticipated Board of Trustees Approval
<b>June 28, 2019</b>	Anticipated Award of Contract

## **GOALS AND OBJECTIVES**

It is essential that the College be open, accessible, and operating as normally as possible during, or as soon as possible after, a disaster and/or emergency occurs. Developing, testing, and maintaining a usable, accessible, district-wide integrated BCP is essential to prepare the College in the event of a disaster to restore operations to the broadest extent in the least amount of time. The College desires to continue to operate, serve its Students and the Community in emergency situations or in the event of a natural or man-made disaster, while protecting, preventing loss, and minimizing damage to life, property, and assets.

## **SCOPE OF WORK**

The selected Firm shall:

- Produce a Business Continuity Plan that meets the above states goals and objectives.
- Produce a plan that can be easily updated and be kept current.
- Produce a useful BCP document so that the College is prepared and may plan ahead.
- Produce all data and documentation utilizing common Microsoft products so that data and documents are not protected and are 100% available and accessible by the College.
- Identify people, resources, and procedures that are necessary to develop, maintain, and carry out the plan.
- Be an outside voice that will facilitate the entire process, communicate the importance of the plan, and promote buy-in of the BHC community at all levels of the organization.
- Identify College wide business functions, including Information Technologies (IT), and prioritize them.
- Identify risks and exposures.
- Perform Business Impact Analysis (BIA).
- Develop strategies for staffing, communications, facilities, technology, operations, equipment, resources, etc., needs.
- Provide guidance to the College establishing any strategic partnerships and relationships, and obtaining resources needed during a disaster or emergency.
- Develop recovery procedures, including but not limited to lists of vendors and other institutions that will help in our recovery efforts.
- Provide examples of Memoranda of Understanding, etc., to be used with those strategic partnerships, relationships, vendors and other institutions.
- Provide guidance on how to coordinate with local, state, and federal disaster programs.
- Provide technical assistance and guidance on document control that meets FEMA-State reimbursement and regulatory requirements.

## **WORK ALREADY COMPLETED BY THE COLLEGE**

Although not exhaustive, the following list shows work already completed by BHC. This information may be useful to assist the Firm in preparing a Proposal:

- Emergency Notification System in place.
- Campus Emergency Operations Plan in place.
- An Emergency Response Guide is provided in every classroom.
- Yearly tabletop exercises which include the Emergency Operations Center (EOC) personnel.
- FEMA Emergency Plan Training for several members of the EOC.
- Annual Computer Security and Responsible Use Administrative Guideline and training.
- Administrative Guidelines in place.
- Crisis Communication Plan in place.
- Risk Management Plan in place.
- Information Security Response Plan in place.
- Financial Procedure Manual in place.
- Credit Card Handling PCI/DSS Information Security Procedure in place.
- Facility Master Plan in place.
- Chemical Hygiene Plan in place.

## **WRITTEN PROPOSAL INSTRUCTIONS**

A Complete Proposal consists of: 1) The Qualifications Proposal, 2) The Informational Proposal, and 3) The Fees Proposal, with Attachments B, C (two copies), D and E. Firms shall provide four (4) copies of the Complete Proposal, each copy in its own separate ring binder. Each copy shall include four (4) tabs to separate the three (3) proposals and the Attachments within, and the information being requested for each Proposal shall be presented in the same order as numbered below. Also, provide one (1) copy of the Complete Proposal in electronic format on disc or flash drive.

In order to facilitate the written proposal format, this Request for Proposal is being provided in Microsoft Word format only for the convenience of the Firms to submit their proposals. Firms are warned not to make any changes to the content of the RFP document. If there is any question or discrepancy between the wording of the College's RFP document and the Firm's submittal, the PDF version posted on the Black Hawk College website shall prevail.

## **QUALIFICATIONS PROPOSAL**

The qualifications proposal shall provide the following information:

1. Description of the Firm including (but not limited to) the history, size, organizational and ownership structure, staff size and location for the office responsible for producing the BCP, range of services provided, types of clients served, and membership in professional organizations.
2. Last three (3) years of year-end balance sheets, financial income statements, and information regarding current annual sales.
3. Contact information for at least (3) current or recent BCP clients similar in size and/or structure to Black Hawk College.
4. Information on completed BCP's similar to that of this proposal.
5. Provide banking and insurance references (include names, titles, and phone numbers).
6. List and describe all legal action for the past three years in which the Firm has been: a debtor in bankruptcy; or a defendant in a lawsuit for deficient performance under a contract; or a defendant in an administrative action for the deficient performance on a project; or a defendant in any criminal action.
7. Provide resumes of partners, managers and staff that would be assigned to the BCP, showing their certifications and trainings.
8. Description of the Firm's experience in serving Illinois Community Colleges within the last five years and associated reference contact information. If no information is available, describe the Firm's experience in serving Higher Education, or Education, or multi-location establishments, similar in size to the College.
9. Specific and detailed information regarding specialized qualifications and experience the Firm has in the area of BCP development, testing, and maintenance.
10. Specific and detailed information about any other specialized experience, proving the Firm has the requisite background, experience, qualifications, and integrity to develop, test, and maintain a BCP.

## **INFORMATIONAL PROPOSAL**

1. Provide a statement of the Firm's understanding of the BCP to be provided.
2. Provide a dialog on the Firm's approach, methodology, and philosophy of creating the BIA, and the types of information to be gathered to create the BIA.
3. Provide a dialog on the Firm's approach, methodology, and philosophy of creating the Disaster Risk Assessment (DRA), and the types of information to be gathered to create the DRA.
4. Provide a dialog on the Firm's approach, methodology, and philosophy of creating the BCP and the elements the BCP will contain.
5. Provide a dialog on ISO 22301 and the elements the Firm will incorporate from it into the BCP, and if the Firm is ISO 22301 certified.
6. Provide a dialog on Recovery Point Objective (RPO) and Recovery Time Objective/Return to Operation (RTO) as it would pertain to the College's BIA.
7. List all of the types of risks, emergencies, and/or disasters the BCP would address and indicate which of these are common for community colleges.
8. List the College departments and/or business functions the BCP would address, and prioritize them.
9. Describe the Firm's policy for ensuring consistent assignment of staff to the College's BCP.
10. Describe the Firm's policy for ensuring new eyes and different perspectives are assigned to the BCP over the term of the work to be performed.
11. Provide a matrix showing benchmarks and estimated timeframes to develop the entire BCP from beginning to completion, as well as explaining the Firm's approach to managing the entire process.
12. Explain the Firm's approach to managing any changes to the scope of work.
13. Explain the level of assistance the Firm expects from College staff to produce the completed BCP, including identification of personnel and anticipated hours needed from each department or employee type. Advise if College staff will need to travel to the Firm's facility.
14. Describe the extent and provide examples of College-provided information and tasks the Firm would expect from the College.
15. Describe the technology to be used by the Firm to develop the BCP.
16. Describe the Firm's experience working with Local, State, and Federal disaster agencies and the type of guidance the BCP will provide concerning coordination, assistance, reimbursement, and document control due to a disaster or emergency.
17. Submit information about the Firm's capabilities to perform an Information Technologies Systems BCP. Information shall include:
  - a. The Firm's competencies to perform an IT BCP of the College's internal technologies, operations, controls, systems, infrastructure, procedures, documentation, and operations

regarding compliance, risk, security and opportunities for improvement and best practices.

- b. Information about the qualifications and certifications of the personnel employed by the Firm who would create the ITS BCPs for the College, if not already given on the resume's above.
- c. Information about the qualifications and certifications of outsourced or subcontracted personnel who would perform or assist with the IT BCP.
- d. Description of standard methodologies and approaches.

18. Describe the Firm's ability to assist the College in lining up, in advance, any strategic partnerships, relationships, and resources the College may need during a disaster or emergency.

19. Submit information about the Firms' capabilities to provide a BCP that includes the needs of the East Campus, given their various animal related programs.

20. Describe the deliverables the Firm anticipates it will provide.

21. Provide information about how the Firm would approach updating and maintaining the BCP on an on-going basis, how often, and describe involvement needed from the College.

22. Provide information about how the Firm would approach testing the BCP, and describe involvement needed from the College.

23. State any assumptions being made or any anticipated constraints.

## **FEES PROPOSAL**

- 1. Itemize and describe in detail the fees associated with the development, testing, and maintenance of a Business Continuity Plan. Include any anticipated additional costs (such as software, travel, etc.).
- 2. Separately, for element: Development, Initial Testing, and Maintenance, show an estimated unit (e.g. hours, task, project, etc.) for each type of fee times the fee, and a sub-total for each fee, finally showing an estimated, bottom-line total for each element.
- 3. In addition to the fees listed above, please provide a list of standard billing rates by personnel classification (if not already shown), should the College request additional services.
- 4. State policy on fees for special projects, out of scope billing, and occasional telephone conversations seeking advice on issues related to the BCP.

Note: Lack of information from any of the three (3) Proposals may disqualify a Firm. The College will make any necessary reference checks to determine the ability of the Firm to fulfill proposal requirements. Firms shall furnish additional information as may be requested. Black Hawk College reserves the right to reject any proposal if it is determined that the Firm is not properly qualified.

## **SELECTION PROCESS AND CRITERIA FOR SELECTION**

A committee consisting of the Vice President for Finance and Administration, the Director of Risk Management, the Chief of Police, a Co-CIO, and the Purchasing Manager will review and analyze the proposals. The committee will prepare a recommendation for the Board of Trustees to consider and vote on at its **Thursday, June 27, 2019**, meeting. Firms that submitted proposals can inquire about the results of the Board vote on **Friday, June 28, 2019**.

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

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

1. The Firm's response to the Qualifications proposal.
2. Responsiveness in clearly understanding the Scope of Work to be performed and willingness to perform it.
3. Clear and concise Complete Proposal.
4. Relevant experience of the Firm. A Firm that performed an Illinois Community College BCP within the previous five years will receive preference.
5. Experience and qualifications of staff to be assigned to the BCP.
6. Reputation of the Firm based on references provided.
7. The Firm's response to the Informational Proposal.
8. Financial stability
9. The Firm's response to the Fees proposal.

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 Firm, Black Hawk College and the Firm will negotiate 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 Firm 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 Firms 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 Firm and will not, under any circumstances, be reimbursed by BHC.

## **VENDOR ORAL PRESENTATIONS, INTERVIEWS AND DEMONSTRATIONS**

In order to assist the College in making the best possible choice, selected Firm(s) may be required to make oral presentations and be interviewed during the time frame of **Monday, April 29 – Friday, May 3, 2019**. The presentation/interview shall take place at Black Hawk College, and shall be at no cost or obligation to the College. Failure of a Firm to conduct a presentation on the date and time scheduled may result in rejection of the Firm's proposal.



## INSTRUCTIONS TO FIRMS

1. Please submit one digital copy (USB flash drive or CD only) and four (4) proposals in a sealed package addressed and clearly marked as follows:

Purchasing RFP 04-19  
Black Hawk College Purchasing  
6600 34<sup>th</sup> Avenue  
Moline, IL 61265
2. Proposals submitted via fax or e-mail will not be accepted. Late proposals will not be considered.
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 the Purchasing Manager 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. One completed original copy of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act Information (Attachment E) must be submitted with the proposal package.
8. No taxes are to be included in any proposal or proposal price. Generally, states and political subdivisions are exempt from federal taxes, such as excise and transportation. To the extent any sales, import or other taxes apply they are to be invoiced as a separate item.
9. 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.
10. Trade discounts, when quoted, should be reduced to a single percentage.
11. Any proposal or bonds signed by an agent or attorney-in-fact shall be accompanied by evidence of authority.
12. It is the 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.**
13. The College will not reimburse the Firms for any work associated with the submission of this proposal.
14. The College will evaluate all proposals and anticipates awarding a contract no earlier than **Friday, June 28, 2019**. The College reserves the right to accept and/or reject any or all proposals or parts thereof.

## **ADDITIONAL INFORMATION**

### **1. 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 job tickets pending in process.

### **2. 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 mail, 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.

### **3. 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.

### **4. 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.

### **5. 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.

## **6. 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."

## **7. 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.

## **8. ACKNOWLEDGEMENTS OF ADDENDA**

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

## **9. DAMAGES AND NEGLIGENCE**

The Firm 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.

## **10. 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 the 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**

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

### **14. 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.

### **15. 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. All materials submitted in response to this Request for Proposal will become the property of BHC. Any restrictions on the use of data contained within the Proposal must be clearly stated. Black Hawk College cannot ensure that all information submitted will be kept confidential unless the proprietary information is clearly marked or otherwise protected by the Firm.

### **16. 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 the College for any purpose and the Vendor is not entitled to any of the benefits that the College provides for College's employees. It is understood that the College does not agree to use the Vendor exclusively. It is further understood that Vendor is free to contract with other businesses while under agreement with the College.

### **17. ILLINOIS DEPARTMENT OF COMMERCE AND ECONOMIC OPPORTUNITY (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.

### **18. WARRANTY**

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

### **19. 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 March 28, 2019**

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

**BUSINESS CONTINUITY PLAN  
RFP 04-19**

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 Thursday, March 28, 2019 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 34<sup>th</sup> Avenue  
Moline, IL 61265**

**Phone: (309) 796.5002  
Fax: (309) 796.0838  
Email: [melegm@bhc.edu](mailto: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 April 16, 2019, 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 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.



**STATE OF ILLINOIS**  
**Business Enterprise for Minorities, Females, and Persons with Disabilities Act**  
**Information**  
**(Attachment E)**

The College recognizes the importance of increasing the participation of businesses owned by minorities, females and persons with disabilities in public contracts. It is the policy of the College to promote the economic development of disadvantaged business enterprises by setting aspirational goals to award contracts to businesses owned by minorities, females, and persons with disabilities for certain services, to the extent provided by the Business Enterprise for Minorities, Females and Persons with Disabilities Act ("Act"), 30 ILCS 575/0.01 et seq. and the Business Enterprise Council for Minorities, Females, and Persons with Disabilities ("Council") which serves to implement, monitor and enforce the goals of the Act.

Vendor shall provide the following information on the MBE status of its business so that the College can comply with the *Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575/1, et seq.*

**Your Company Name:** \_\_\_\_\_

**Diverse Business (information about the business owner(s) only)**

- African American
- Alaskan Native/Native American
- Asian American
- Disabled
- Female
- Hispanic American
- Veteran
- Not Applicable

**Small Business**

- HUBZone small business
- Service-disabled veteran-owned small business
- Small Business
- Small disadvantaged business
- Veteran-owned small business
- Women-owned small business
- Not Applicable

**Certifying Organization**

- DCMS (Department of Central Management Services) Business Enterprise Program
- CMBDC (Chicago Minority Business Development Council)
- IDOT (Illinois Department of Transportation)
- WBDC (Women's Business Development Center)
- Other (Please Specify)
- Not Applicable

For more information please visit:

<http://www.illinois.gov/cms/business/sell2/bep/Pages/Default.aspx>

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

- |   |     |    |
|---|-----|----|
| 1. Did you submit the Intent to Respond Form, Attachment B, by Thursday, March 28, 2019?  | YES | NO |
| 2. Did you include ONE (1) electronic copy on USB hard drive or CD and FOUR (4) hard copies of the Complete Proposal, consisting of the Qualifications Proposal, the Informational Proposal, and the Fees Proposal, with Attachments B, C, D and E? | YES | NO |
| 3. Did you read and do you agree to all terms and conditions, including Attachment A, in this proposal?   | YES | NO |