



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

DATE: March 28, 2022

**TO BE OPENED ON
May 24, 2022
RFP 07-22**

*****IMPORTANT***
SHOW "RFP 07-22"
ON OUTSIDE OF
MAILING ENVELOPE**

**REQUEST FOR PROPOSAL (RFP)
HVAC SYSTEMS SERVICE AGREEMENT, KEWANEE AND GALVA LOCATIONS
RFP 07-22**

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, May 24, 2022, in the Finance Office at Black Hawk College Quad Cities Campus, located at 6600 34th 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 34th AVENUE
MOLINE IL 61265**

TELEPHONE: (309) 796-5002

EMAIL ADDRESS: melegm@bhc.edu

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

GENERAL

Proposals are subject to the attached Standard Terms and Conditions.

USING DEPARTMENT

Facilities

TIME TABLE

DATE	EVENT
March 28, 2022	E-Mailing of Request for Proposal RFP 07-22
April 26, 2022	Pre-Proposal Meeting at 10:00 a.m. in Building A, Room 132A Conference Room, with site visit to follow
May 10, 2022	Intent to Respond Form (Attachment B) due
May 24, 2022	Proposals due at 2:00 p.m. in the Purchasing Office Room 244A
June 23, 2022	Anticipated Board of Trustees Approval
June 24, 2022	Anticipated Award of Contract

PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

Black Hawk College (BHC) seeks to establish a three-year HVAC Systems service Agreement commencing July 1, 2022 and ending June 30, 2025, with two (2) one-year renewals at the College's option for the following locations.

LOCATIONS:

- Black Hawk College East Campus
26230 Black Hawk Road
Galva, Illinois 61434
- Welding & Skilled Trades Center
520 E. 3rd St.
Kewanee, Illinois 61443
- Community Education Center
404 E. 3rd St.
Kewanee, Illinois 61443

PRE-PROPOSAL MEETING WITH SITE VISIT TO FOLLOW

A Pre-Proposal meeting will be held at **10:00 a.m. on Tuesday, April 26, 2022**, at Black Hawk College East Campus, 26230 Black Hawk Road, Galva, Illinois, 61434, Building A, Room 132A Conference Room. 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 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.

SCOPE OF WORK

Please propose HVAC System Service Agreement pricing to perform a general maintenance checkup two (2) times per year for all of the equipment stated on the Equipment List, see next page. The spring PM's are to be performed in April/May and the fall PM's are to be performed in October/November.

Spring (April/May) and Fall (October/November) Maintenance Tasks:

- Replace filters on cooling equipment with MERV 8 pleated filters
- Check condition of belts and pulleys and replace as needed
- Clean condenser and evaporator coils
- Check refrigerant charge and inspect for leaks if charge is low
- Clear drain lines and pans
- Check electrical connections
- Check operation of fan and blower motor and adjust if needed
- Lubricate motors, bearings and other moving parts
- Check operation of thermostats and other controls
- Check for adequate air flow
- Inspect ignition and burner assembly
- Inspect heat exchanger

NOTE: IF ANY OTHER MAINTENANCE TASKS ARE RECOMMENDED, PLEASE MENTION THEM AT THE PRE-BID MEETING.

EQUIPMENT LIST

Building	Unit #	MAKE	DESC.	Serves	MODEL #	SERIAL #	Year Installed
Building A							
	1	Lower A	RTU	Trane	SFHLF60MK56C8AD8011A	C13E02846	2013
	2	Upper A	RTU	Carrier	48P3K070611HOPW-VW	3114U48115	2014
		Mitsubishi	Split Unit	Server Room			2013
Building B							
	3	Daikin	RTU	Upper B	MPS050FGYOVICYBV-A	FBOU150500464	2015
	4	Trane	RTU	Lower B	YSC120F4RHA1WD00000020000000D00000000	N30101535D	Unknown
	5	Trane	RTU	Soils Lab	YSC120F4RHA1WD00000020000000D00000000	165110507L	Unknown
	6	Trane	RTU	Hort Lab	YSC120H4RHA0000000020000000D00000000	181512851L	Unknown
	7	Trane	RTU	Old Chem Lab	YSC120F4RHA1WD00000020000000D00000000	181811064L	Unknown
Building B Lab Addition							
	RTU-01	AAON	RTU	Common Areas	RN-011-3-0-EB09-3F9	201303-ANGZ27489	2013
	RTU-02	AAON	RTU	Chemistry	RQ-005-3-V-EB09-339	201303-AYGE05009	2013
	RTU-03	AAON	RTU	Biology	RN-008-3-0-EB09-3K9	201-303-ANGH27495	2013
	RTU-04	AAON	RTU	Biology	RQ-005-3-V-EB09-339	201303-AYGE05-010	2013
		Mitsubishi	Split Unit	Server Room	PLA-A-BA4		2013
Building C							
	Heater 1	Trane	Air Handling Unit	Mech Lab	F7609905	B53935	1978
	Heater 2	Trane	Air Handling Unit	Mech Lab	F7609905	B53933	1978
Building 1							
		Weil-McLain	Boiler	Fitness Center	Cgi-6 PIN Series 3	CP7532124	2017
		Lennox	Res. Unit	Offices Restrooms	G60UHV-60C-090-02	5802C22522	Unknown
		Lennox	RTU	Conference Center	LGA048HH3Y	5602H00515	Unknown
				Condenser			Unknown
Building 2							
		Lennox	Res. Unit	Offices	TUD080C948K0	Z3030XE1G	Unknown
		Trane	RTU	Labs	YCH211C4HBBBA	Z29102487D	Unknown
		Trane	RTU	2-108	YCH076C4LBBE	Z29102044D	Unknown
Building 3							
		Trane	RTU	Entire Building	SAHFC4040R46CAD3F01ADELPT8	J98G72183	Unknown
		Lennox	Condenser		HS23-411-1p	5193F31792	Unknown
Building 4							
		Lennox	Res. Unit	Uof I	G6VAV-60C-090-02	5802C22544	Unknown
		Lennox	RTU	Art lab Classroom	LGC120SH1Y	5602H00368	Unknown
		Lennox	RTU	4-102,4-10	LGC120SH1Y	5602H00367	Unknown
Building 5							
		Trane XR95	Furnace	Classroom	TUH1D100A9601CB	165136U02G	2017
		York	Condenser	Classroom	YCF36S41S1A	W1D0735533	2010
Building 7							
		Trane		Offices	YHC102E4RHAOMHOB1	132113294L	2013
		Trane		Classroom	YHD24F4RHA03H0	132010933D	2013
		Sterling	Hanging Unit Heater #1	Arena	TSUA-SF300A1NS1110	E1801598402001001	2018
		Sterling	Hanging Unit Heater #2	Arena	TSUA-SF300A1NS1110	E1801598402001003	2018
		Sterling	Hanging Unit Heater #3	Arena	TSUA-SF300A1NS1110	E1801598402001004	2018
		Sterling	Hanging Unit Heater #4	Arena	TSUA-SF300A1NS1110	E1801598402001002	2018
		Titan	MAU	Arena	TA-120NGHRHDA	TA-120NGHRHDA	2018
		Detroit Radiant Prod.	IR Tube Heater	Arena - Bleachers	DET-60-150	17218	2018
CEC							
		Trane	RTU		YCD600AEKV0A7MC500D000H0K	C07D03573	2006
		Mitsubishi	Split Unit	Server Room			2013
Welding And Skilled Trades Center							
		Carrier	RTU		48HCRB06A2A6-0F5F0	2114C86061	2014
		Carrier	RTU		48HCRB06A2A6-0F5F0	2114C86013	2014
		Carrier	RTU		48HCRB06A2A6-0F5F0	2114C86062	2014
		Carrier	Split Unit	Server Room			2014
		Lincoln	Weld Fume Control System	Welding Lab			2014
Veterinary Sciences Center							
							2016
	RTU -1	Daikin Applied	RTU	Auditorium	DPS007AHMG4DW-3	FBOU160300108	2016
	RTU -2	Daikin Applied	RTU	Classroom Area	MPS030FG4DV1CYBV-B	FBOU160300149	2016
	RTU -3	Daikin Applied	RTU	Clinic Area	DPS010AHMG4DV-4	FBOU160300100	2016
	RTU -4	Daikin Applied	RTU	Animal Ward	DPS006AHCG4DW-4	FBOU160300150	2016
	RTU -5	Daikin Applied	RTU	Animal Ward	DPS004AHMG4DW-4	FBOU160300170	2016
	RTU -6	RTU -6	2.5-Ton Roundflow Cassette Unit	ITS Room	FCQ30PAVJURZQ30PVJU		2016
Green House							
		Quantity of (2) Modine	UNIT HEATER, ELECTRICAL		SP845		Unknown

NOTES:

- **Building 2 Trane RTU Labs will probably be replaced in late Summer of 2022 and may or may not need Fall 2022 maintenance.**
- **Building 7 unit heaters, MAU, and IR tube heater will all require maintenance to the fullest extent possible per the Fall Maintenance Tasks Checklist on the prior page.**

HVAC SYSTEMS SERVICE AGREEMENT PRICE

Please price:

<p>HVAC SYSTEMS SERVICE AGREEMENT PRICE: \$ _____ July 1, 2022 – June 30, 2023.</p> <p>HVAC SYSTEMS SERVICE AGREEMENT PRICE: \$ _____ July 1, 2023 – June 30, 2024.</p> <p>HVAC SYSTEMS SERVICE AGREEMENT PRICE: \$ _____ July 1, 2024 – June 30, 2025.</p> <p>HVAC SYSTEMS SERVICE AGREEMENT PRICE: \$ _____ July 1, 2025 – June 30, 2026.</p> <p>HVAC SYSTEMS SERVICE AGREEMENT PRICE: \$ _____ July 1, 2026 – June 30, 2027.</p> <ul style="list-style-type: none">• JULY 2022 THROUGH JUNE 2025 SHALL BE PART OF THE HVAC SYSTEMS SERVICE AGREEMENT. THE 4TH AND 5TH YEARS SHALL EACH BE AT COLLEGE’S DISCRETION!• AGREEMENT PRICES SHALL BE F.O.B. BLACK HAWK COLLEGE, AND SHALL BE INCLUSIVE OF ALL CHARGES, INCLUDING BUT NOT LIMITED TO FREIGHT, DELIVERY, INSTALLATION, PREP CHARGES, TRAVEL/TRIP CHARGES, FUEL AND/OR FUEL SURCHARGES, VEHICLE FEES, LICENSING FEES, ENVIRONMENTAL FEES, ETC., ETC., ETC.

ADDITIONAL PRICING FOR INFORMATIONAL PURPOSES ONLY

For informational purposes only, please provide the hourly labor rate for service/repairs not covered under this HVAC Systems Service Agreement:

<p>HOURLY SERVICE COST FOR ON-CALL REPAIR: \$ _____ per hour July 1, 2022 – June 30, 2023.</p> <p>HOURLY SERVICE COST FOR ON-CALL REPAIR: \$ _____ per hour July 1, 2023 – June 30, 2024.</p> <p>HOURLY SERVICE COST FOR ON-CALL REPAIR: \$ _____ per hour July 1, 2024 – June 30, 2025.</p> <p>HOURLY SERVICE COST FOR ON-CALL REPAIR: \$ _____ per hour July 1, 2025 – June 30, 2026.</p> <p>HOURLY SERVICE COST FOR ON-CALL REPAIR: \$ _____ per hour July 1, 2026 – June 30, 2027.</p> <ul style="list-style-type: none">• NOTE: HOURLY SERVICE COST FOR ON-CALL REPAIR PRICING IS FOR INFORMATIONAL PURPOSES ONLY AND SHALL NOT BE PART OF THE HVAC SYSTEMS SERVICE AGREEMENT!• HOURLY SERVICE COST FOR ON-CALL REPAIR SHALL BE INCLUSIVE OF ALL FEES ASSOCIATED WITH HOURLY SERVICE LABOR AND ASSUMES THE VENDOR WILL SOURCE AND PROVIDE ANY NEEDED PARTS AT AN ADDITIONAL FEE.

PROPOSAL REQUIREMENTS

Responses shall consist of one (1) original and two (2) copies of the following information and in the sequence presented.

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

VENDOR PRESENTATIONS

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

INSTRUCTIONS TO FIRMS

1. Please submit three (3) proposals (one (1) original typewritten or printed in ink, and two (2) copies) in a sealed package addressed and clearly marked as follows:

HVAC Systems Service Agreement, Kewanee and Galva Locations, RFP 07-22
Black Hawk College Purchasing
6600 34th Avenue
Moline, IL 61265

2. Proposals submitted via fax or E-mail will not be accepted.
3. Read and comply as applicable with the Standard Terms and Conditions (Attachment A).
4. Please complete the Intent to Respond Form (Attachment B) by Tuesday, May 10, 2022, and send to Mike Meleg as directed on the form.
5. Two completed original copies of the Execution of Proposal (Attachment C) Form (typewritten or printed and signed in ink) must be submitted with your proposal package.
6. One completed original copy of the Vendor Certification (Attachment D) must be submitted with the proposal package.
7. 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.
8. One completed original copy of the Guidelines for Contractor and Vendor Disposal of Waste (Attachment F) must be submitted with the proposal package.
9. 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.
10. 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.
11. Trade discounts, when quoted, should be reduced to a single percentage.
12. Any proposal or bonds signed by an agent or attorney-in-fact shall be accompanied by evidence of authority.
13. 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.**
14. The College will not reimburse the Firms for any work associated with the submission of this proposal.
15. The College will evaluate all proposals and anticipates awarding a contract no earlier than Friday, June 24, 2022. The College reserves the right to accept and/or reject any or all proposals or parts thereof.

ADDITIONAL INFORMATION

1. GENERAL

Sealed proposals shall be addressed to Black Hawk College Purchasing Department, 6600 - 34th Avenue, Moline, Illinois, 61265 and marked "HVAC Systems Service Agreement, Kewanee and Galva Locations, RFP 07-22." Proposals are due not later than 2:00 p.m. local time on Tuesday, May 24, 2022. 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, Kewanee/Galva, IL, 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, June 23, 2022 meeting. Firms that submitted proposals may seek the results of the Board's decision on Friday, June 24, 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 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 May 10, 2022

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

HVAC SYSTEMS SERVICE AGREEMENT, KEWANEE AND GALVA LOCATIONS, RFP 07-22

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 Tuesday, May 10 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 34th Avenue
Moline, IL 61265**

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

EXECUTION OF PROPOSAL
(Attachment C)

PLEASE PROVIDE TWO (2) ORIGINAL COPIES

Purchasing RFP 07-22
Black Hawk College
6600 34th 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 May 24, 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

HVAC SYSTEMS SERVICE AGREEMENT, KEWANEE AND GALVA LOCATIONS, RFP 07-22

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.

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

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(1st) 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 (2nd) 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 (3rd) 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.

STATEMENT OF AGREEMENT TO CONTRACTOR AND VENDOR DISPOSAL OF WASTE

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

(Signature – must be in ink)

(Typed or Printed Name)

(Company)

(Date)

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

- | | | |
|--|-----|----|
| 1. Does your proposal include company information, resumes, and prices as instructed on Page 6? | YES | NO |
| 2. Did you include three (3) hard copies of the proposal; one original and two (2) copies? | YES | NO |
| 3. Did you read and agree to all Instructions to Firms (Pg. 7), Additional Information (Pgs. 8 – 11), and the Terms and Conditions Attachment A (Pg. 12), in this proposal? | YES | NO |
| 4. Did you complete and submit the Intent to Respond Form, (Pg. 13) Attachment B, by May 10? | YES | NO |
| 5. Did you complete and include two (2) completed original copies of the Execution of Proposal (Pg. 14), Attachment C? | YES | NO |
| 6. Did you complete and include the Vendors Certification, (Pg. 15) Attachment D? | YES | NO |
| 7. Did you complete and include the State of Illinois Business Enterprise Program for Minorities, Females, and Persons with Disability Participation And Utilization Plan (Pgs. 16 – 19) Attachment E? | YES | NO |
| 8. Did you complete and include the Guidelines for Contractor and Vendor Disposal of Waste (Pg. 20) Attachment F? | YES | NO |