

PURCHASING DEPARTMENT 6600 34TH AVENUE MOLINE, IL 61265

DATE: February 27, 2023

PROPOSALS DUE 10:00 AM March 10, 2023 RFP 09-23

REQUEST FOR PROPOSALS RFP 09-23 QUAD CITIES CAMPUS SOCCER FIELD

PURPOSE OF THIS REQUEST FOR PROPOSALS

Black Hawk College seeks proposals from, and wishes to make a single award to, a qualified Firm that would undertake an entire, turn-key project, resulting in a first-class regulation soccer field at Black Hawk College, 6600-34th Ave, Moline, Illinois, 61265-5899.

LOCATION FOR THE WORK

Black Hawk College, Quad Cities Campus 6600 34th Avenue Moline, Illinois 61265

See attached satellite views and photos for overview of job site

SITE VISIT

It is the responsibility of the Firm to examine the job site location and all conditions thereon. The job site may be visited by interested Firms at their convenience without appointment. The Firm's Proposal shall take into consideration all such conditions, no additional expense will be allowed for failure to be so informed.

EXPECTATIONS

- Work shall consist of providing all materials, labor, tools, etc., and performing the job complete, resulting is a completely finished, functioning, first-class regulation soccer field. Those things to be provided shall consist of, but shall not be limited to:
 - o Engineering as required, whether it be Civil (grading plans), Mechanical, Electrical, etc.
 - o Working with the appropriate authorities to obtain all permits needed
 - Track Demolition: Removal of existing asphalt running track on the North, South, and East sides only. Sawcut a clean edge for remaining West side.
 - Demolition of concrete at the disc throw ring, the pad on the south, and the pole vault lane
 - Demolition of existing inlets and capping off of existing drain piping
 - Grass surface
 - Irrigation system
 - Drainage
 - Fencing 8' fencing with five (5) man doors and one (1) 12' gate entrance
 - Field equipment (goals, flags, etc.)
 - Stripes
 - Technology
 - o Scoreboards to match what will be used at the ballfields.
 - o Etc.
 - Work cooperative with other contractors regarding the electrical service for irrigation, scoreboard, and convenience outlets
 - Water service for irrigation
 - o Turf maintenance until BHC is ready to take over
- Work shall be started as soon as possible and completed to the point so seeding can be done
 in May. 2023.
- Read and comply as applicable with the Standard Terms and Conditions (Attachment A).
- 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.
- One completed original copy of the Vendor Certification (Attachment D) must be submitted with the proposal package.
- One completed 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 proposals package.
- One completed copy of the Guidelines for Contractor and Vendor Disposal of Waste (Attachment F)
 must be submitted with your proposal.
- Awarded Contractor shall furnish a certificate of liability insurance according to the limits shown on Page 4.
- A CFB (Certified Field Builder) certified by the ASBA (American Sports Builders Association) shall be on staff and onsite.
- A CSFM (Certified Sports Field Manager) certified by the SFMA (Sports Field Managers Association) shall be on staff and on site.
- Submit a resume of 5 similar collegiate or professional athletic field projects in the last 3 years.
- Not required for this project:
 - Bleachers
 - Lighting

PROPOSAL SUBMISSION

Proposals will be accepted in the Finance Office, room 244A, located on the second floor of Building 1 at Black Hawk College, 6600-34th Ave, Moline, Illinois, 61265-5899 until 10:00 a.m. local time on Friday, March 10, 2023, then opened publicly, read aloud and recorded at that time. Bids received after the due time and date will not be accepted. Bids must be clearly marked "RFP 09-23 Soccer Field" on the outside of the sealed envelope.

PROPOSAL

BE SURE TO INCLUDE ATTACHMENTS C, D, E, and F

	PRICE	
Complete Soccer Field	\$	
Lead-Time, Weeks	Weeks	
COMPANY NAME		
ADDRESS	 	
	ZIP CODE	
TELEPHONE NUMBER		
FAX NUMBER	 	
WEBSITE ADDRESS	 	
SIGNED (IN INK)		
PRINTED NAME	DATE	

ADDITIONAL INFORMATION

1. 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."

2. FIRM PRICES

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

3. NO TAXES

No taxes are to be included in any bid or bid 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.

4. 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.

This request in no manner obligates Black Hawk College to the eventual purchase of anything described herein 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 bid. 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 bid 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.

5. 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.

6. 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.

7. SUPERVISION OF WORK

The Vendor or a thoroughly competent superintendent shall report directly to Steven Frommelt, Vice President of Finance and Administration, (309) 796-5933, frommelts@bhc.edu or his representative for all aspects of the contract Work compliance with respect to the specifications.

8. 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.

9. 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.

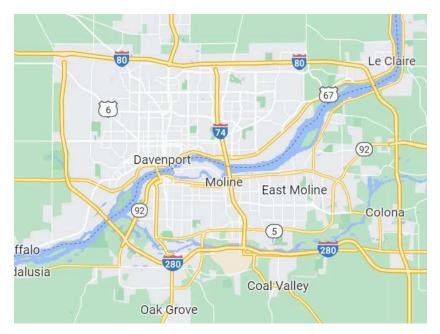
10. WARRANTY

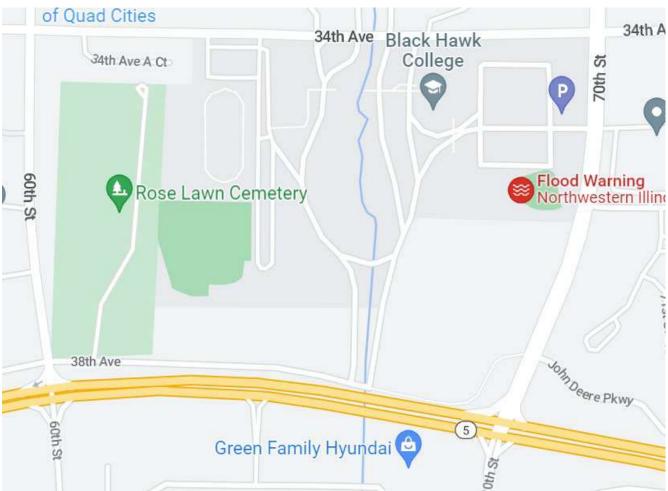
Vendor shall warrant that its goods and services shall be provided in a good and workmanlike manner.

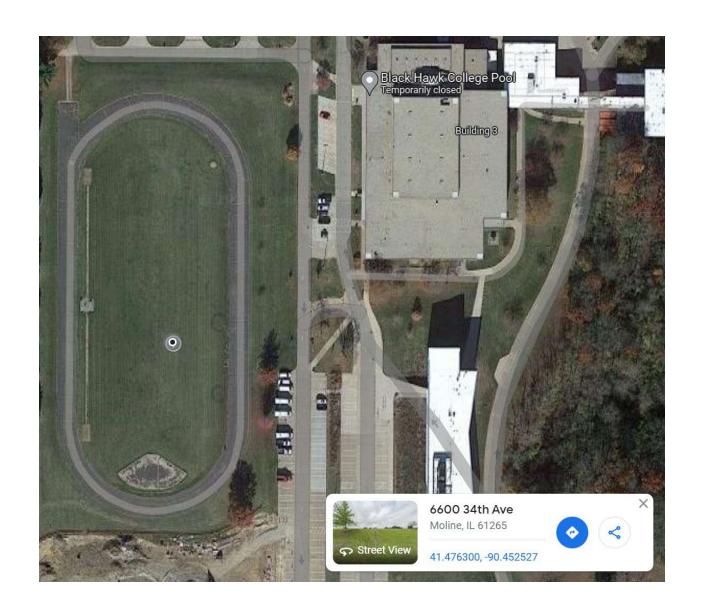
11. DRUG-FREE WORKPLACE

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.
- **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.
- 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.
- **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.
- **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.
- **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.
- **Advertising:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial promotion or advertising without prior approval of Black Hawk College Purchasing Agent.

EXECUTION OF PROPOSAL (Attachment C)

PLEASE PROVIDE TWO (2) ORIGINAL COPIES

I have examined the specifications and instructions included herein and agree, provided I am awarded a contract within **ninety (90) days of March 10, 2023**, 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 SOCCER FIELD RFP 09-23
	Your proposal is accepted as indicated on this copy.
Date:	By:
	D: / (D)

Director of Purchasing and Auxiliary Services Black Hawk College

VENDOR CERTIFICATION 720 ILCS 5/ ARTICLE 33E (Attachment D)

Under penalty of perjury, the undersigned hereby certifies that it is not barred from bidding on this contract as a result of violation of either Section 33E-3 or Section 33E-4 of the Illinois Compiled Statutes 720 ILCS 5/Article 33E, and that this offer has not been arrived at collusively in violation of any law.

Company Name	 	 · · · · · · · · · · · · · · · · · · ·
By *	 	
A ddwg g		
Address	 	
City/State/ZIP		

Additional Criminal Offenses concerning "Interference with Public Contracting" stated in the Statues include, but are not limited to the following:

- Section 33E-3 Bid-rigging: A person commits a Class 3 felony who colludes with another person(s) with the intent that the bid(s) submitted shall result in the award of a contract to a particular person.
- Section 33E-4 Bid rotating: A person commits a Class 2 felony who colludes with another person(s) with the intent that the bid(s) submitted shall result in a pattern over time of bid awards being rotated or distributed among those persons.
- Section 33E-6 (d) Interference with contract submission and award by public official: A person commits a Class A misdemeanor who receives a communication(s) from a public official outside of the formal bid process (e.g., the bid document(s), the pre-bid meeting, etc) concerning the specifications or contractors in a sheltered market, and that information is not made generally available to the public, and as a result reasonably believes the award of the bid is likely influenced, or the information specifies that the bid will be accepted only if specified individuals are included as subcontractors, and the person fails to inform either the Attorney General or the State's Attorney for the county in which the unit of government is located.
- Section 33E-7 Kickbacks: A person commits a Class 3 felony that provides, attempts to provide, or offers
 to provide, any kickback. A person commits a Class 3 felony that solicits, accepts, or attempts to accept
 any kickback. A person commits a Class 3 felony that includes the amount of any kickback in the bid price.
 A person commits a Class 4 felony that fails to report any kickback offer or solicitation to law enforcement
 officials.
- Section 33E-8 Bribery of inspector: A person commits a Class 4 felony that offers anything to an inspector
 with the intent of receiving wrongful certification or approval of the work. A person commits a Class 3
 felony that accepts such bribe. A person commits a Class 3 felony that fails to report a bribe offer.
- Section 33E-11: A person commits a Class 3 felony that bids despite being barred from bidding due to a violation of Section 33E-3 or Section 33E-4
- Section 33E-14 False Statements: A person commits a Class 3 felony that makes false statements for the purpose of influencing the action of the unit of government in considering a Vendor application.
- Section 33E-18 Stringing of bids: A person commits a Class 3 felony that knowingly structures, attempts to structure, or assists in structuring a contract to evade the bidding process.

^{*} Must be actual signature in ink of a representative of Vendor authorized to legally commit the Vendor.

(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 <u>30%</u> 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 <u>Utilization Plan</u> and including a <u>copy of their</u> 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 <u>Utilization Plan</u> 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 <u>Utilization Plan</u> indicating that they've made a good faith effort towards meeting the aspirational goal by checking the third (3rd) box on the <u>Utilization Plan</u>, filling out and submitting the <u>Good Faith Efforts Contact Log</u>, 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 subnacopy of the Good Faith Efforts Contact Log.		
Bidder	responsible for compliance with this BEP goal:		
Name:	Title:		
Telepho	one: Email:		

CERTIFIED SUBCONTRACTORS FORM

Use this Form to document <u>all</u> BEP Certified subcontractors you will be using for the specific scope of goods, services, and/or work solicited. Duplicate this form as necessary.

Bidder Name

Name of Certified BEP Vendor	Goods, Services, and/or Work Solicited	Amount of Subcontract	

GOOD FAITH EFFORTS CONTACT LOG

Use this Log to document <u>all</u> contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of BEP Certified subcontractors for the specific scope of work solicited. It is not necessary to show contacts with BEP certified vendors who are identified on the Certified Subcontractors form. **Keep and submit copies of all emails sent and received from prospective BEP vendors. Include a copy of the commodity list or scope of work you solicited prospective BEP vendors to perform.** Duplicate this log as necessary; do not limit your contacts to the number of spaces shown.

Name of Certified BEP Vendor	Date	Method of Contact	Goods, Services, and/or Work Solicited	Reason Agreement Was
			TTOTA SOMERCE	Not negerica

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 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 bid 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)	