

REQUEST FOR PROPOSAL
Emergency Restoration Services
Specification & Contract Document Number: Q00787

Deadline for any questions regarding this project: Tuesday, January 6, 2015

Submission Deadline for Proposals: January 20, 2015, 11:00 a.m., Central Time.

Number of Copies: Submit (5) Hard Copies of Proposals,
One (1) marked Original and one (1) copy on a CD or flash drive.

Please Mark the Return Envelopes:

1. Proposals due Date and Time
2. Title of Job
3. Document Number: Q00787

Return Proposals to: Harper College
1200 W. Algonquin Road
Palatine, IL. 60067
Attn: Purchasing Department

PROPOSALS SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED

LEGAL NOTICE

Harper College will accept Proposals for Emergency Restoration Services Q00787 until January 20, 2015, 11:00 a.m., Central Time.

Proposals shall be submitted to: Harper College Purchasing Department
"A" Building, Room A217
1200 W. Algonquin Road
Palatine, IL. 60067-7398

Interested parties may contact the Purchasing Department for the Request for Proposals documents. The deadline for any questions regarding this project will be Tuesday, January 6, 2015 at 3:00 p.m., Central Time. Questions should be addressed to purchasing@harpercollege.edu.

Offers may not be withdrawn for a period of 90 days after closing date without the consent of the Board of Trustees.

Any responses submitted unsealed, unsigned, fax transmissions or received subsequent to the aforementioned date and time, may be disqualified and returned to the submitter.

Harper College reserves the right to reject all Proposals or parts thereof, to waive any irregularities or informalities in the Request for Proposals (RFP) procedures and to award the contract in a manner best serving the interest of the College.

Jewell M Jackson
Manager of Purchasing

GENERAL PROCESSING AND SELECTION PROCEDURES

The following procedures are generally used in the selection of vendors to provide professional services:

1. The Selection Committee is formed to evaluate the Request for Proposals (RFP) responses.
2. The committee prepares a project description, criteria for selection and requirements for the specific contract. A Request for Proposals package is sent to interested parties and a legal notice of the intent to contract for services is published.
3. The committee receives written RFP responses. The RFP responses should include a resume of the firm, references from past and present clients, similar experience, the names and background of project personnel, a narrative or work plan describing their approach to the specific project, a project task schedule (as applicable), and any other submittals requested within the document.
4. The committee reviews and evaluates the RFPs based on the established selection criteria and a comparison of all RFP responses submitted. If necessary, the committee may request a meeting with one or more Respondents to clarify and/or expand on the response. In accordance with the requirements of the RFPs, the College may negotiate terms, conditions and fees with the successful Respondent.
5. The committee selects the RFP response which, based on the ability to meet the criteria, appears to be the most advantageous selection for the College, and subsequently recommends contract award to the Executive Vice President.
6. The contracts for \$25,000 or greater are presented for approval to the College Board of Trustees.

GENERAL INFORMATION

1. REQUEST FOR EMERGENCY RESTORATION SERVICES

Harper College is seeking proposals for an as needed Emergency Restoration Services contractor. The contractor will be required to respond to those events (losses) where services are needed for the immediate and initial response to emergency situations such as, but not limited to water/fire damage, mold remediation, biohazard clean up, sewage decontamination deodorization, vandalism cleanup, debris removal, etc. The contractor will not be responsible for any structural repair or construction.

2. PROPOSAL DUE DATE

Contractors are to provide five (5) printed proposals; one marked original, and one CD or flash drive copy. Proposals are due no later than 11:00 a.m. January 20, 2015. No email or fax proposals will be accepted.

All required forms and documents must be submitted in a sealed envelope, addressed to:

*Harper College
Purchasing Department, Room A217
1200 W. Algonquin Road
Palatine, Illinois 60067-7398*

Questions must be submitted in writing by the end of the business day Tuesday, January 6, 2015.

Only questions submitted by email and received by the deadline will be responded to. Questions received by the deadline may be answered in the form of an addendum. Please direct any questions regarding this Request for Proposal (RFP) to: Jewell Jackson, purchasing@harpercollege.edu with a copy to Sara Gibson, Mgr. EH&S sgibson@harpercollege.edu

3. GENERAL CONDITIONS

- 3.1. The vendor shall not use the College's name or any contract information for advertising purposes without the written consent of Harper College.
- 3.2. By submitting a proposal, the respondent acknowledges that he has read this RFP, understands it, and agrees to be bound by its requirements. Harper is not responsible for the accuracy of any information regarding this RFP that was gathered through a source different from the inquiry process described in the RFP.
- 3.3. Proposals not submitted in the format as instructed by this RFP may not be accepted. Addendums to this proposal, once filed, may be submitted in a sealed envelope only, and properly identified, prior to the opening.
- 3.4. Harper reserves the right to reject any or all proposal parts thereof, to waive any irregularities or informalities in procedures, and to award in a manner best serving the interests of Harper.
- 3.5. Any Purchase Order resulting from the RFP responses will incorporate the terms and provisions of said documents.

- 3.6. Harper College reserves the right to reject any or all proposals submitted and to request additional information from all vendors. Harper College reserves the right to negotiate any points of the contract, including cost. Any contract awarded will be made to the firm, based on evaluation of all responses, applying all criteria and oral interviews if necessary, that is determined to be the best qualified.
- 3.7. Upon review of submitted proposals, the top ranked vendor or vendors may be called upon to meet with key Harper College personnel for a more detailed interview or discussion.
- 3.8. Respondents are cautioned to read the information contained in this RFP carefully and to submit a complete response to all requirements and questions in the order requested.
- 3.9. Restrictions on Communications with Harper staff. For violation of this provision, Harper shall reserve the right to reject the proposal of the offending respondent. All questions concerning this RFP must be submitted via email attachment with the RFP number on the subject line. Questions asked via any means other than this method will not be accepted. No response other than via this method will be binding upon Harper.
- 3.10. Amendments to Proposals: Amendments or withdrawals of proposals will be allowed only if the amendment or withdrawal is received before the proposal due date. No amendment or withdrawals will be permitted after the due date, except as authorized by the College.
- 3.11. Harper will not be liable for any costs incurred by a respondent in responding to this RFP (including demonstrations), regardless of whether Harper awards a contract through this process, or cancels this RFP for any reason, or contracts for the work through some other process or issues another RFP.
- 3.12. All proposals and other material submitted will become the property of Harper and may be returned at Harper's option. Proprietary information, if included, should be identified in the proposal or supporting materials as such. Harper will have the right to use any materials or ideas submitted in the proposal without compensation to the respondent. Additionally, all proposals will be open to the public after the Purchase Order has been awarded. It is intended to keep proprietary information confidential.
- 3.13. Concealed Carry
The contractor/supplier acknowledges that firearms are prohibited on the College's campus except as provided in Section 65 of the Firearm Concealed Carry Act, 430 ILCS 66/65. The Contractor shall inform its employees and subcontractors of this prohibition and shall strictly enforce it when on the College's campus. The supplier/contractor further agrees to consult and comply with Harper College's Board Policies regarding the possession of firearms on campus.
- 3.14. Background Checks
The contractor agrees to conduct criminal background checks on each of its employees, as well as employees of its subcontractors, prior to sending them to the College. The College may request new background checks of any employee at any time. Such criminal background checks will be performed at Contractor's or Subcontractor's expense and at no additional cost to the College. If in the College's sole discretion objectionable information regarding any employee is discovered in the background check, such person shall not be allowed to continue working at the College. The minimum background check process shall include, but not be limited to, the following checks:
 1. Social Security Number Trace
 2. Federal, State and County Criminal Background Checks
 3. National Sex Offender Registry

4. ESTIMATED TIMELINE

Questions Due by 3:00 p.m.	January 06, 2015
Final Addendum Issued by	January 12, 2015
Proposal Submission Deadline 11:00 a.m. CST	January 20, 2015
Oral Interviews (Optional)	Week of February 02, 2015
Board of Trustee Approval	April 29, 2015
Project Start Date (upon award and contract execution)	May 01, 2015

No contact between the Evaluation Review Committee and Respondents shall be made during this time. No other questions or inquiries will be addressed other than as indicated.

NOTE: The College reserves the right to amend and/or change this schedule of RFP activities, as it deems necessary under the circumstances. The College and Contractor may amend this contract during the period of performance by mutual agreement.

CONTRACTOR REQUIREMENTS

Below are the requirements that the College is looking for in a contractor. Your responses in the RFP should be well organized, clear and concise.

- 4.1. Proposals: The College is looking for an emergency services contractor that will be able to perform all work required to restore College owned property damaged by water intrusion, fire or smoke, biological/trauma and/or mold. The contractor will not be responsible for reconstruction except to the extent necessary for emergency repairs. Please provide background information on the company to include years in business and type of work completed.
- 4.2. Response Time: The contractor must be able to respond to the College within one (1) hour of the initial notification. The contractor shall be on-site within three (3) hours of the initial notification to determine the scope of work involved. The contractor shall provide an initial scope of work and projected price to the College within twenty-four (24) hours from the time the contractor arrives on site. Please indicate your ability and staffing levels to meet this requirement.
- 4.3. Equipment: The contractor must own a minimum of \$500,000 of the restoration equipment used in the performance of this contract. Examples of equipment that may be required are drying equipment, air scrubbers, moisture meters, etc. Please include an inventory list of your owned equipment with proposal. The listing shall include the type of equipment name of manufacturer, current value and office location of equipment.
- 4.4. Pricing Detail: The contractor will be required to provide a line by line invoice detailing all work that was completed. Please provide detail on how your company will make sure the project costs you are using will be in line with the area market costs. If actual on-site services are determined by the contractor to require a change in scope of work, budget or time, affecting the original price quote, the contractor shall contact the College immediately upon such determination to receive approval for proceeding with the change of work.
- 4.5. Point of Contact: The contractor will be required to provide one point of contact for the College in the event of a loss. Please provide information on the name and qualifications of the employee that will be assigned to the College as the point of contact.

- 4.6. Staffing: The contractor shall maintain the personnel resources necessary to manage staff and perform the work within this proposal.

5. EVALUATION CRITERIA

The following criteria will be used in selecting the most responsive proposal:

- 5.1. Responsiveness to the RFP
- 5.2. Scope of services
- 5.3. Qualifications and experience of staff to be assigned.
- 5.4. Fee amount and term.
- 5.5. Quality of references

6. CONTRACT

- 6.1. A proposed contract should accompany your proposal. The College reserves the right to reject all proposed contracts and submit a contract to successful contractor for consideration.
- 6.2. No final selection will be approved until all contract provisions have been agreed to.
- 6.3. The RFP and proposal as well as any clarifying documents will become part of the contract.
- 6.4. The initial contract will be for a 12-month period commencing on or about May 1, 2015 and with the option to extend the agreement at proposed fees for two successive annual terms.
- 6.5. Termination of the contract may be made by any party at any time with or without cause, upon no less than thirty (30) days written notice.
- 6.6. The College may upon ten (10) days written notice to the contractor, terminate the contract, in whole or in part, for just cause, which shall include failure of the contractor to fulfill in a timely and proper manner the obligations under the contract.
- 6.7. Should the contractor fail to comply with the provisions of the contract, payment for portions of the contract will be withheld until such time as the contract terms have been implemented.
- 6.8. The contractor shall not enter into any subcontracts for any of the work contemplated under the contract without prior written authorization from the College.
- 6.9. In performing the contract, both parties agree to comply with all applicable state, federal, and local laws, rules and regulations.
- 6.10. The contractor shall function as an independent contractor for the purposes of the contract and shall not be considered an employee of the College for any purpose.

- 6.11. Nothing in the contract shall be interpreted as authorizing the contractor or its agents and/or employees to act as an agent or representative for or on behalf of the College or to incur any obligation of any kind on the behalf of the College.

7. CERTIFICATE OF INSURANCE

Contractors must supply a copy of a certificate of insurance evidencing general liability, worker compensation including a waiver of subrogation. If contract is awarded a certificate of insurance with the College and its agents will be required to be listed as additionally insured. Required limits are:

General Liability	General Aggregate	\$2,000,000
	Products-Comp/Op Agg	2,000,000
	Personal Injury	1,000,000
	Each Occurrence	1,000,000
	Fire Damage (Any one fire)	50,000
	Medical Exp (Any one person)	5,000
Excess Liability	Each Occurrence	2,000,000
	Aggregate	2,000,000
Automobile Liability	Bodily injury (each acc)	1,000,000
	Property damage (each acc)	1,000,000
Worker's Compensation	Statutory Limits	
	Each accident	500,000
	Disease-Policy limit	500,000
	Disease-Each employee	500,000

8. PROPOSAL REQUIREMENTS

The proposal shall be tabbed and laid out with each letter below representing a tabbed section and in this sequence:

- A. Response to Contractor Requirements:
 - 1. Qualifications
 - 2. Response Time
 - 3. Equipment – including inventory and locations
 - 4. Pricing Detail
 - 5. Point of Contact
 - 6. Staffing
- B. Certificate of Insurance
- C. Fee Proposal (if included)
 - Include a base fee for the first year as well as fees for years 2 and 3.
- E. Proposed Contract
- F. References – including contact names, size and type of work performed

END OF PROPOSAL

TO: Harper College
1200 W. Algonquin Road
Palatine, IL 60067
ATTN: Purchasing Department

FROM: Organization: _____
Address: _____
City, State, Zip Code: _____
Contact Person: _____
Telephone Number: _____
Facsimile Number: _____

AUTHORIZED NEGOTIATORS:

Name: _____ Phone #: _____

Name: _____ Phone #: _____

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

In submitting this proposal, it is understood that the College of Harper reserves the right to reject any or all Proposals, to accept an alternate Proposal, and to waive any informalities in any Proposal.

In addition to this document, Respondents shall furnish, with the proposal, all submittals as required herein.

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed.

_____ Partnership: State full names, titles and addresses of all responsible principals
and/or partners on attached sheet.

_____ Corporation: State of Incorporation: _____

Please provide your Federal Employer Identification Number (F.E.I.N.):

Seal (affix seal below if applicable)

(List Name of Officers)

President _____

Vice-President _____

Secretary _____

Treasurer _____

CERTIFICATION OF COMPLIANCE

THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

1. That the undersigned has authority to make this certification on behalf of the bidder.

Name of Company

2. That the undersigned has read the contents, in regard to disqualification of certain bidders, which are contained on the following pages of the bid documents.

3. That the undersigned knows of his own knowledge that the bidder is not disqualified from bidding under the aforesaid sections.

Authorized Signature

Type or Print Name

Title

Instructions: This is to be completely filled out and executed by the chief officer or the bidder authorized to submit the certification.

DISQUALIFICATION OF CERTAIN BIDDERS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any state in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Antitrust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Antitrust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (E) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (F) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (G) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (H) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

HARPER COLLEGE
TAX COMPLIANCE AFFIDAVIT

_____, being first duly sworn,

deposes and says: that he is _____
(Partner, Officer, Owner, Etc.)

of _____.
(Contractor)

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the College of Harper because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

SEAL

Failure to complete and return this form may be considered sufficient reason for rejection of the bid

HARPER COLLEGE

ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

_____, being first duly sworn,

deposes and says: that he is _____
(Partner, Officer, Owner, Etc.)

of _____.
(Contractor)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid rigging or bid rotating.

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

Failure to complete and return this form may be considered sufficient reason for rejection of the bid