

INVITATION TO BID

***Furnish All Necessary Labor & Equipment
for Food Service Equipment Preventive Maintenance and Repair***

Specification & Contract Document Number: Q00883

Bid Opening: 11:00 AM local time, March 14, 2017

Return Bids To:	Harper College 1200 W. Algonquin Road Palatine, Illinois 60067-7398 Attn: Purchasing Department "A" Building, Room A-217
Pre- Bid Meeting/ Site Visit	Harper College <i>1200 W. Algonquin Road Palatine, Illinois 60067 Building W, Room W-218 3:00 p.m., March 2, 2017</i>
Please mark the Return Envelope:	Request for Bid <i>Q00883</i> March 14, 2017 at 11:00 AM Furnish All Necessary Labor & Equipment for Food Service Equipment Preventive Maintenance and Repair
Bid Deposit	10%
Performance Bond:	None

*Issued by: Aaron Thompson
Purchasing Specialist*

Please return the entire document intact.

LEGAL NOTICE

Official notice is hereby given that bids will be received in the Purchasing Department of Harper College, Building "A", Room A-217, 1200 West Algonquin Road, Palatine, Illinois 60067 until Tuesday, March 14, 2017 *at 11:00 a.m.* local time at which time they will be publicly opened and read aloud for:

Furnish All Necessary Labor & Equipment
for Food Service Equipment Preventive Maintenance and Repair
Specification & Contract Document Number Q00883

Bidding documents are available on the Harper website at www.harpercollege.edu or by contacting the [Purchasing Department at purchasing@harpercollege.edu](mailto:purchasing@harpercollege.edu).

A Non-Mandatory Pre-bid Meeting and Site Visit will be conducted on March 2, 2017 at 3:00 p.m. local time. Interested qualified firms will assemble in Building W, Room W-218, 1200 W. Algonquin Rd., Palatine, Illinois.

No bids may be withdrawn for a period of 90 days after the submission without the consent of the Board of Trustees. Any bid submitted unsealed, unsigned, fax transmission, email or received subsequent to the afore-mentioned date and time, may be disqualified and returned to the bidder.

Bid security in the form of a bid bond in an amount equal to 10 percent (10%) of the aggregate of the Base Bid amount and all Alternate Bid amounts shall be submitted with the bid.

Contractors shall pay not less than prevailing rates of wages to all laborers, workmen and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12).

Bidders shall comply with Business Enterprise Program: Participation and Utilization Plan developed by Harper College. There is a 20 percent aspirational goal on the contract.

The College reserves the right to reject all bids or parts thereof, to waive any irregularities or informalities in bidding procedures and to award the contract in a manner best serving the interest of the College.

HARPER COLLEGE
Aaron Thompson
Purchasing Specialist

**HARPER COLLEGE
GENERAL CONDITIONS**

1.1 DEFINITIONS

The following terms when used in the contract documents shall be defined as follows:

Bidder – The legal entity to which the contract is awarded by Harper College.

1.2 INTENT OF THE CONTRACT DOCUMENTS

The contract documents are complimentary, and what is called for by one shall be as binding as if called by all. The intention of the contract documents is to include in the contract price the cost of all materials, equipment, bonds, transportation and all other expenses as may be necessary for the complete performance of the contract according to the contract documents.

1.3 SILENCE OF SPECIFICATIONS

The apparent silence of specifications as to any detail or apparent omission from it as detailed description concerning any point shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship to be used.

1.4 CONTRACT QUANTITIES

- A. Specific Quantities: Where quantities are specifically stated in the contract documents, the bidder shall deliver and the College pay for only such quantities as therein stated.
- B. Requirements: Where quantities are stated in the contract documents in terms of requirements, the bidder shall deliver all such quantities as are ordered by the College within the contract period at the unit price that is proposed.
- C. Estimated Quantities: Where quantities are stated in the contract documents in terms of estimated quantities, the bidder shall supply that quantity as specified by the College within the limits of more or less than ten percent (10%) of the estimated quantity so specified, unless otherwise stated within the specification.

1.5 NO USE OF COLLEGE'S NAME

The bidder is specifically denied the right of using in any form or medium the name of the College for public advertisement unless the College has granted permission to the bidder to do so.

1.6 NEW PARTS AND MATERIALS: TITLE

Equipment and material must be of current date (latest model or supply) and meet specifications. This provision excludes the use of surplus, re-manufactured or used products, whether in part or in whole, except where approved by the Manager of Auxiliary Services or approved designee. Further, the bidder warrants that it has lien free title to all equipment, supplies, or materials purchased under the terms of this contract.

1.7 SUBLETTING OF CONTRACT OR CONTRACT FUNDS

It is mutually understood and agreed that the bidder shall not assign, transfer, convey, sublet, or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm, or corporation, without the previous written consent of the College and in no case shall consent relieve the bidder from his obligations, or change the terms of the contract.

**HARPER COLLEGE
GENERAL CONDITIONS**

1.8 HOLD HARMLESS

The bidder agrees to indemnify, save harmless, and defend Harper College, its officers, officials, employees, volunteers and agents, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, or expenses, including court costs or attorney fees for or on account of any injury to any person, or any death at any time resulting from such injury or any damage to any property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract.

1.9 GUARANTIES AND WARRANTIES

All guaranties and warranties required shall be furnished by the bidder and shall be delivered to the College before the final voucher on the contract is issued.

1.10 DELIVERY AND BILLING

A. Shipping: All materials shipped to Harper College must be shipped F.O.B. delivered designated location, Palatine, Illinois. If the delivery is made by truck, the bidder must make arrangements in advance in order that the College may schedule for receipt of the materials. The materials must then be delivered where directed. No deliveries will be accepted on Saturday, Sunday, or holidays.

B. Packing Slips: All shipments or deliveries shall be accompanied by packing slips or delivery tickets and shall contain the following information for each item delivered:

1. Purchase order number
2. Name of the article and stock number
3. Quantity ordered
4. Quantity back-ordered
5. Name of bidder

C. Inspections: The College shall have the right to inspect any materials, components, equipment, supplies, services, or completed work specified herein. Any of the said items not complying with these specifications are subject to rejection at the option of the College. Any items rejected shall be removed from the premises of the College and/or replaced at the entire expense of the bidder.

D. Invoices: Mail All Invoices to:

William Rainey Harper College
Attn: Accounts Payable
1200 W. Algonquin Road
Palatine, IL 60067-7398

1.11 TOXIC SUBSTANCES DISCLOSURES

All bidders must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and covered by said Act.

**HARPER COLLEGE
GENERAL CONDITIONS**

1.12 "EQUAL EMPLOYMENT OPPORTUNITY"

In the event of the bidder's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act of the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the bidder may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the bidder agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hire additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the bidder's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the bidder in its efforts to comply with such Act and Rules and Regulations, the bidder will promptly to notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
- E. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- G. That it will include verbatim or by reference the provisions of paragraphs A through G of this clause in every performance subcontract as defined in Section 2.10 (b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such sub-bidder; and that it will also so include the provisions of paragraphs A through G in every supply subcontract as

**HARPER COLLEGE
GENERAL CONDITIONS**

defined in Section 2.10 (a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such sub-bidder. In the same manner as with other provisions of this contract, the bidder will be liable for compliance with applicable provisions of this clause by all its sub-bidders; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any sub-bidder fails or refuses to comply therewith. In addition, no bidder will utilize any sub-bidder declared by the Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two types of subcontracts referred to under paragraph G of the Equal Employment Opportunity Clause above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts:

Section 2.10. The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a bidder and any person (in which the parties do not stand in the relationship of an employer and an employee):

- a. for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, are utilized in the performance of any one or more contracts; or
- b. under which any portion of the bidder's obligation under any one or more contracts is performed, undertaken or assumed.

1.13 NON APPROPRIATIONS

The College reserves the right to terminate the whole or any part of this contract or to reject bids, in the event that sufficient funds to complete the contract are not appropriated by the College Board of Trustees.

1.14 TERMINATION FOR DEFAULT

The College reserves the right to terminate the whole or any part of this contract, upon written notice to the bidder, in the event of default by the bidder. Default is defined as failure by the bidder to perform any provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the College may procure, upon such terms and in a manner as the Purchasing Department may deem appropriate, supplies or services similar to those so terminated. The bidder shall be liable for any excess cost for such similar supplies or services unless acceptable evidence is submitted to the Purchasing Department that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the bidder.

1.15 TERMINATION FOR CONVENIENCE

The College may terminate this contract at any time upon a written notice to the bidder, should it be determined that these services are no longer required or if sufficient funds are not available to cover the estimated requirement. Payment for work performed prior to the effective date of termination shall be based upon an estimate of the services actually performed, and shall be mutually agreed upon by the College and the bidder. Such payment so made to the bidder shall be in full settlement for services rendered under this contract.

1.16 CONFLICT OF INTEREST

It shall be a breach of ethical standards for any employee to participate directly or indirectly in procurement when the employee knows that:

- The employee has financial interest pertaining to the procurement.
- A business or organization in which the employee has a financial interest pertaining to the procurement
- Any other person, business, or organization with which the employee is negotiating or has an arrangement concerning prospective employment is involved in the procurement
- Employees who violate this standard will be subject to discipline in accordance with applicable State, County and local codes.
- Upon discovery of an actual or potential conflict of interest, an employee shall promptly disqualify themselves and withdraw from further participation in the transaction involved.

**HARPER COLLEGE
INSTRUCTIONS TO BIDDERS**

The General Rules and Conditions which follow apply to all purchases and become a definite part of each formal legal notice, purchase order or contract issued by the Harper College , unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves of the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk and the bidder will not secure relief on the plea of error.

2.1 DEFINITIONS:

The following definitions shall apply wherever they appear in the contract documents.

College: Harper College

Owner: Harper College

Bid: The offer of the Bidder

Bidder: The individual, corporation, or partnership who submits a bid.

Contract Documents: Legal Notice, General Conditions, Instructions to Bidders, Supplementary or Special Conditions or Provisions, List of References, Pricing Proposal, Request for Bid, Certification of Compliance, Tax Compliance Affidavit, Bidder's Certification, addendum, etc.

2.2 GENERAL

Bids shall be made in accordance with the instructions. Failure to execute bids as required may, at the discretion of the College, be cause for rejection.

2.3 FORMS

Bids should be submitted on the forms provided by the College.

2.4 BLANKS & CORRECTIONS

All blank spaces on any contract document shall be filled in with typewritten figures or printed in ink. Any erasures or corrections shall be dated and initialed.

2.5 SUBMISSIONS

All bids shall be submitted in a sealed envelope to the office of the Purchasing Department, Harper College 1200 W. Algonquin Road, Palatine, Illinois, 60067, by the specified opening time of the bids. The sealed envelope shall carry the following information on the face: bidder's name, address, subject matter of the bid, date and hour designated for the opening of bids as shown in the notice.

Where bids are sent by mail or courier service, the bidder shall be responsible for their delivery to the Purchasing Department prior to the designated date and hour for opening. If delivery is delayed beyond the date and hour set for the opening, bids thus delayed will not be considered and will be returned unopened.

Bids transmitted by facsimile (fax) or e-mail will not be accepted.

No responsibility will be attached to the Purchasing Department or the College for the premature or nonopening of a bid not properly addressed and identified in the provided envelope, except as otherwise provided by law.

**HARPER COLLEGE
INSTRUCTIONS TO BIDDERS**

2.6 EXAMINATION OF DOCUMENTS

The bidder shall, before submitting his bid, carefully examine the specifications, project scope and work tasks to be accomplished, contract documents, bid, and insurance requirements. If his bid is accepted, he shall be responsible for, and the College will make no allowance for, any errors in his bid resulting from his failure or neglect to comply with these instructions.

2.7 EXECUTION

Bid shall be signed. If the Bidder is a corporation, the bid shall bear the name of the corporation, signed by an officer authorized to bind the corporation.

2.8 WITHDRAWALS

Bids may be withdrawn previous to the time of opening bids by written request. However, no offer shall be withdrawn within the ninety (90) calendar day period after the time set for the closing. Bidders withdrawing their bid prior to the time and date set for opening bids may still submit another bid if done in accordance with these instructions.

2.9 WORDS AND FIGURES

Where amounts are given in both words and figures, the words will govern.

2.10 UNIT PRICES

When unit prices are called for, bids shall include all unit cost items and alternates shown on the bids. When an error is made in extending total prices, the unit price will govern.

2.11 TAXES

Harper College does not pay Federal Excise Tax or State of Illinois Sales Tax. A copy of the tax exemption letter is available upon written request.

2.12 NET PRICE

Bid prices shall be net, including therein transportation and handling charges, F.O.B. Harper College, and shall further include all charges of whatsoever sort of labor and materials contained in the work or materials designated in the specifications and bids.

2.13 INTERPRETATIONS

Interpretations of meaning of any item in the contract documents shall be valid only if issued in writing by the owner or owner's representative designated in the contract documents.

2.14 BID DEPOSIT

When required on the cover sheet, all bids shall be accompanied by a bid deposit in the amount specified. Bid deposits shall be in the form of a certified check, cashier's check drawn on a responsible bank doing business in the United States and shall be made payable to Harper College. All bids not accompanied by

**HARPER COLLEGE
INSTRUCTIONS TO BIDDERS**

a bid deposit, when requested, may be rejected. Bid bonds will be accepted unless otherwise indicated in the specification. Bid deposits of the two lowest bidders will be returned after acceptance by the College of a satisfactory performance bond where such bond is required. If the bidder fails to produce the bond by the completion of the contract the bid deposit may be forfeited.

2.15 ALTERNATE EQUIPMENT OR MATERIALS

- A) Bids shall be evaluated and considered on equipment and/or material complying substantially with the contract specification. If any bidder deviates from the contract specifications or provides a substitute for any required equipment and/or materials listed in the contract specifications, the bidder shall list such deviations and/or substitutions, including technical data when applicable in a letter attached to the bid or on a form that may be provided by the College with the documents.
- B) The College reserves the right to determine whether any deviations and substitutions listed by the bidder are within the intent of the contract specifications and will reasonable meet the service requirements of College.
- C) When brand names or part numbers are indicated, it is for the purposes of establishing description or quality standards and not meant to be restrictive.

2.16 RESPONSIBILITY OF BIDDER

No contract will be awarded to any person, firm or corporation that is in whole or in part, in an unsatisfactory manner, in any contract with Harper College, or who is a defaulter as to surety or otherwise upon any obligation to Harper College.

2.17 COLLEGE'S RIGHT TO ACCEPT OR REJECT

Harper College reserves the right to accept any bids, any part of a bid, or any combination of bids, which may be deemed to be in the best interest of the College. The Harper College further reserves the right to reject any or all bids.

2.18 PROTEST PROCEDURE

Any bidder wishing to file a protest regarding the bid process may do so by giving written notice to the College Purchasing Department within seven calendar days of the closing time and date. This notice should include the title of the requirement, the closing date and the nature of the protest.

Any disputes concerning a question of fact under this bid which is not disposed of by agreement shall be decided by the College. The decision of the College for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessary to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the College.

**HARPER COLLEGE
INSTRUCTIONS TO BIDDERS**

2.19 AWARDING THE CONTRACT

The contract will be awarded to the lowest responsible and responsive bidder.

2.20 REQUIRED AFFIDAVITS - CERTIFICATION OF COMPLIANCE

The bidder is required to execute and submit with his proposal the Certification of Compliance affidavit found in the proposal section of these documents. Submission of the Certification of Compliance affidavit certifies that the bidder is in compliance with the following:

- A) The bidder certifies and affirms that the proposal was prepared independently for this project and that the pricing contains no fees or amounts other than for the legitimate execution of this work as specified, and that it includes no understanding or agreements in restraints of trade.
- B) The bidder certifies that he is not barred from bidding on this contract as a result of a conviction for violation of State of Illinois laws prohibiting bid-rigging or bid-rotating pursuant to Illinois Compiled Statutes, 720 ILCS 5/33E-1 et seq.
- C) The bidder certifies that he is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, pursuant to Illinois Compiled Statutes, 65 ILCS 5/11-42.1-1.
- D) The bidder agrees to provide a drug free workplace in accordance with the Illinois Drug Free Workplace Act, Illinois Compiled Statutes, 30 ILCS 580/1 et seq. (This requirement applies to employers having twenty-five (25) or more employees.)
- E) The bidder certifies that he has a written Sexual Harassment Policy in place in full compliance with Illinois Compiled Statutes, 775 ILCS 5/2-105(A)(4).

William Rainey Harper College, Community College District No. 512, confirms that it is in compliance with said statute.

Failure of the bidder to complete and return the Certification of Compliance affidavit may be considered sufficient reason for rejection of the bid.

2.21 ALTERNATE AND MULTIPLE BIDS

Unless otherwise indicated in these documents, the bidder may not submit alternate or multiple bids as part of this package. The submission of more than one bid within a single package may be cause for rejection of any or all of the bids of that bidder.

2.22 INSPECTION OF INSTALLATION / WORK SITE

Prior to submission of the bid, the bidder shall inspect in detail the site/s of the proposed work and familiarize him/herself with the local conditions affecting the contract under which he will be obligated to operate in performing the work. In particular, the bidder shall review the work site in respect to adequacy of access. Any concerns by the bidder in respect to any of these items shall be brought to the attention of the College prior to the bid opening. Upon award of a contract, the contractor shall be responsible for, and the College will make no allowance for, any errors in his proposal resulting from his failure or neglect to comply with these instructions.

2.23 CONTRACTING WITH MINORITY FIRMS AND WOMEN BUSINESS ENTERPRISE

The College has an aspirational goal of spending 20% of its budgeted expenditures with firms owned by minorities, females or persons with disabilities as required by Illinois Statute. Respondents to this request for proposals shall comply with the provisions of the Business Enterprise program, and shall submit the appropriate Utilization Plan forms and/or Demonstration of Good Faith efforts checklist with their responses. The directory of BEP certified vendors can be found at the following website (<https://cms.diversitycompliance.com/>).

The Business Enterprise for Minorities, Females and Persons with Disabilities Act (BEP) establishes a goal for community colleges contracting with businesses that have been certified as owned and controlled by persons who are minorities (MBE), female (FBE/ also referred to as WBE), or persons with disabilities (DBE) (collectively, BEP certified vendor(s)). 30 ILCS 575

Contract Goal to be Achieved by Vendor: This solicitation includes a specific BEP participation goal of 20% of the total dollar amount awarded to MBEs and FBEs, with at least 50% of the total dollar amount awarded to FBEs.

The BEP participation goal is applicable to all bids or offers. In addition to the award criteria established for this solicitation, the College will award this contract to a Vendor that meets the goal or demonstrates good faith efforts to meet the goal. This goal is applicable to change orders and allowances within the scope of work provided by the BEP certified vendors. If Vendor is an MBE and FBE certified vendor, the entire goal is met and no subcontracting with a BEP certified vendors is required; however, **Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.**

Following are guidelines for Vendor's completion of the Utilization Plan. The Utilization Plan must demonstrate that Vendor has either: (1) met the entire contract goal; or (2) made good faith efforts towards meeting the goal.

At the time of bid or offer, Vendor, or Vendor's proposed Subcontractor, must be certified with the Illinois Department of Central Management Services as a BEP certified vendor.

Failure to complete a Utilization Plan or provide Good Faith Effort documentation shall render the bid or offer non-responsive; and subject to rejection and/or disqualification in the College's sole discretion.

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Joint Venture Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Joint Venture Agreement must clearly evidence that the BEP certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the BEP certified vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the BEP certified vendor to be dedicated to the performance of the contract. Established Joint Venture Agreements will only be credited toward BEP goal achievements for specific work performed by the BEP certified vendor. **Each party to the Joint Venture Agreement must execute the bid or offer prior to submission of the bid or offer to the College.**
2. An agreement between a vendor and a BEP certified vendor in which a BEP certified vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The College may request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with

the College in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed BEP certified vendor. Failure to cooperate by Vendor and BEP certified vendor may render the bidder or offeror non-responsive or not responsible. **The contract will not be awarded to Vendor unless Vendor's Utilization Plan is approved by the College.**

3. **BEP Certified Vendor Locator References:** Vendor may consult CMS' BEP Vendor Directory at www.sell2.illinois.gov/cms/business, as well as the directories of other certifying agencies, but firms **must be certified with CMS as BEP certified vendors at the time of bid or offer.**
4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the College deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subcontractor or supplier.
5. **Calculating BEP Certified Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all BEP certified vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by BEP certified vendors, by subcontractors or suppliers to such vendors, is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:
 - 5.1 The value of the work actually performed or goods/equipment provided by the BEP certified vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the BEP certified vendor, including supplies purchased or equipment leased by the BEP certified vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.
 - 5.2 A vendor shall count the portion of the total dollar value of the BEP contract equal to the distinct, clearly defined portion of the work of the contract that the BEP certified vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other BEP certified vendor. Work performed by the non- BEP certified party shall not be counted toward the goal. **Work that a BEP certified vendor subcontracts to a non-BEP certified vendor will not count towards the goal.**
 - 5.3 A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a BEP certified vendor manufacturer, BEP certified regular dealer, or BEP certified supplier. A Vendor shall count toward the goal the following expenditures to BEP certified vendors that are not manufacturers, regular dealers, or suppliers:
 - 5.3.1 The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by College to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - 5.3.2 The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the College to be reasonable and not excessive as compared with fees customarily

allowed for similar services. The BEP certified vendor's trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.

- 5.3.3 The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the College to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 5.4 BEP certified vendors who are performing on contract as second tier subcontractors may be counted in meeting the established BEP goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.
- 5.5 A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.
 - 5.5.1 A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The BEP certified vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the College shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 - 5.5.2 A BEP certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain BEP certified vendor participation. In determining whether a BEP certified vendor is such an extra participant, the College shall examine similar transactions, particularly those in which BEP certified vendors do not participate, and industry practices.
- 5.6 A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.
- 6. **Good Faith Effort Procedures:** Vendor must submit Utilization Plans, subcontract documents, and/or Letters of Intent that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must document and explain within the Utilization Plan the good faith efforts it undertook to meet the goal. Utilization Plans are due at the time of and must be enclosed and sealed with the bid or offer submission. Copies of subcontract documents and/or Letters of Intent shall be due upon request.
- 7. **Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan. **After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract.** If Vendor did not succeed in obtaining BEP certified vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded

based upon a determination of good faith, the total dollar value of BEP certified vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.

- 7.1.** The Utilization Plan may not be amended after contract execution without the College's prior written approval.
- 7.2.** **Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the College.** Unauthorized changes or substitutions, including performing the work designated for a BEP certified vendor with Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions.
- 7.3.** If it becomes necessary to substitute a BEP certified vendor or otherwise change the Utilization Plan, Vendor must notify the College in writing of the request to substitute a BEP certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The College shall notify the Council or its delegate of the request to substitute a BEP certified vendor or change the Utilization Plan. The College reserves the right to approve or deny a request for substitution or other change in the Utilization Plan.
- 7.4.** Where Vendor has established the basis for the substitution to the College's satisfaction, it must make good faith efforts to meet the contract goal by substituting a BEP certified vendor. Documentation of a replacement BEP certified vendor, or of good faith efforts to replace the BEP certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non- BEP certified vendor or Vendor may perform the work.
- 7.5.** If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the College to modify the Utilization Plan and must make good faith efforts to ensure that BEP certified vendors have a fair opportunity to submit a bid or offer on the new scope of work.
- 7.6.** A new BEP certified vendor agreement must be executed and submitted to the College within five business days of Vendor's receipt of the College's approval for the substitution or other change.
- 7.7.** Vendor shall maintain a record of all relevant data with respect to the utilization of BEP certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three years after the completion of the contract. Full access to these records shall be granted by Vendor upon 48 hours written demand by the College to any duly authorized representative thereof, or to any municipal, state or federal authorities. The College shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the BEP certified vendor and final payment to the BEP certified vendor by Vendor, but not later than 30 calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the BEP certified vendor under the contract.
- 7.8.** The College will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its

contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the BEP certified vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the College to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.

- 7.9.** The College reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

**HARPER COLLEGE
INSTRUCTIONS TO BIDDERS**

3.1 INTRODUCTION AND SCOPE

Harper College (hereinafter referred to as the "College") desires bids on the Maintenance of Commercial Kitchen Equipment and Service as specified herein. The scope of requirements includes, but is not limited to, cooking, refrigeration equipment, microwaves, and other cooking equipment. The awardee(s) will receive individual purchase orders specifying the ship to address. The College locations may issue open (blanket) purchase orders as required. Receipt of open orders does not authorize the release or shipment of any goods or service. For all open orders, items will be ordered on an as needed basis through the use of an order form. Shipments received as a result of an open order, where an order form has not been released, will not be accepted and no cost shall be incurred by the College as a result.

3.12 BASIS OF AWARD

Bids will be canvassed on the basis of the price(s) as shown on the Proposal page. Bidders are cautioned to include in their proposal all related charges. The College reserves the right to make the award of contract on the base bid price only or in combination with any option or combination of options, whichever is considered to be in the best interest of the College. The College reserves the right to waive technicalities, or to reject any and all bids when, in the opinion of the Board of Trustees, the best interest of William Rainey Harper College will be served by such action.

3.3 METHOD OF PAYMENT

The College will pay in accordance with the Local Government Prompt Payment Act. Invoices shall be sent to William Rainey Harper College, Attn: Accounts Payable, 1200 W. Algonquin Road, Palatine, Illinois, 60067-7398.

3.4 EXCEPTIONS TO SPECIFICATIONS / CORRECTIONS

Any exceptions to these specifications shall be listed and fully explained on a separate page entitled "Exceptions to Specifications", prepared by the bidder on his firm's letterhead, to be attached to and submitted with these documents at the time of the bid opening. Each exception must refer to the page number and paragraph to which it pertains. The nature of each exception shall be fully explained. Bidders are cautioned that any deviations from or exceptions to these specifications may be cause for rejection of the bid.

All prices and notations must be typed in or written in ink. Mistakes may be crossed out, and corrections typed in or written in ink adjacent and dated and initialed in ink by the person signing the proposal.

3.5 INSURANCE REQUIREMENTS

Upon notice of acceptance of proposal, the successful bidder shall, within ten (10) calendar days of said notice, furnish to the College a certificate of insurance evidencing coverage by the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to the College, licensed to do business in the State of Illinois, and with a minimum insurance rating of A: VII as found in the current edition of A M Best's Key Rating Guide. Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing Harper College at least thirty (30) days prior notice thereof in writing. All required insurance shall be maintained by the contractor in full force and effect until such time as the subject equipment has been approved and accepted by the College.

**HARPER COLLEGE
INSTRUCTIONS TO BIDDERS**

INSURANCE REQUIREMENTS (Cont'd)

MINIMUM INSURANCE REQUIREMENTS:

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
Excess Liability	Each Occurrence	1,000,000
	Aggregate	1,000,000
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

Contractor shall cause each subcontractor employed by contractor to purchase and maintain insurance of the type specified above. The contractor shall furnish copies of certificates of insurance naming William Rainey Harper College as additional insured.

3.6 INDEMNITY

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless Harper College, its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegal's fees and court costs), arising out of or resulting from the performance of the contractor's work, provided that any such claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. Contractor shall similarly protect, indemnify, and hold and save harmless Harper College, its officers, officials, employees, volunteers and agents from and against any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of contractor's breach of any of its obligations under, or contractor's default of, any provision of the Contract.

3.7 SUPPLEMENTAL INFORMATION

When catalogues, literature or other attachments are submitted with the bidding document, this will be considered as supplemental information only. This information will not modify the requirements as stated in the bidding document in any manner whatsoever. In any area of conflict the bidding document will always prevail.

**HARPER COLLEGE
INSTRUCTIONS TO BIDDERS**

4.3 CONTRACT TERM

The award of this bid shall establish a contract for the period beginning with the date of award and continuing for a period of twelve (12) months plus (two) 2 one (1) year renewals. Bids will not be considered for a shorter period of time. All prices quoted must be firm throughout the contract period. Services will be ordered on an as needed basis.

4.4 CONTRACT EXTENSION

The purpose of this bid is to establish a contract, at firm unit prices, for the purchase of the services listed. The term of the bid shall be for 1 year(s), and may, by mutual agreement between The College and the awardee, upon final College approval, be renewed for two (2) additional one-year periods and/or extended 90 days beyond the expiration date of the final renewal period. The College, through its Procurement Services Department, will, if considering to extend, request a letter of intent to extend from each awardee, prior to the end of the current contract period. The awardee will be notified when the recommendation has been acted upon by the College. All prices shall be firm for the term of the contract. The successful awardee(s) agrees to this condition by signing its bid.

4.5 LOCAL REPAIR FACILITY

In order to be considered for award, bidder must have a local repair facility that can respond to service calls. For the purpose of this bid, "LOCAL" repair station means location within two (2) hours and on-site within four (4) hours. Proof of local repair facility that meets requirements must be submitted with the bid or upon request. Failure to submit the required proof with the bid upon request will result in disqualification, of bid submitted.

**HARPER COLLEGE
INSTRUCTIONS TO BIDDERS**

4.7 OSHA

The proposer warrants that the product and/or service supplied to the College shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered a breach of contract. Occupational Safety and Health Act (OSHA) standards shall be strictly utilized.

4.8 WARRANTY

The successful bidder shall fully guarantee all items furnished hereunder against defect in material and/or workmanship for a period of one year from date of receipt by the College. Should any defect in materials or workmanship except ordinary wear and tear, appear during the warranty period, the successful bidder shall repair and replace same, at no cost to the College, immediately upon written notice from the College

4.9 DEBRIS

Vendor shall be responsible for the prompt removal of all debris, which is result of delivery and installation.

5.0 LICENSING REQUIREMENTS

In order to be considered a responsible and responsive bidder for the scope of work set forth in these bid documents, the bidder shall possess the necessary licenses (including any specified State registration, Class B contractor, and/or technician certifications, if applicable) at the time of bid submittal. The license holder's name, type of license and number shall be documented in the Bidder's Qualification Form, Attachment 3. Proof of licensing should be submitted with sealed bid. Any certificate of competency that meets or exceeds those specified or can legally perform the scope of work specified will be considered responsible and responsive to the bid.

5.1 VENDOR'S RESPONSIBILITIES

The Vendor shall furnish at their expense all supervision, labor, equipment, materials, tools, machinery, transportation and other facilities and services necessary to fully complete the project. Equipment that does not meet OSHA standards will not be acceptable. It is the vendor's responsibility to adhere to all safety regulations.

The Vendor shall use equipment and chemicals that are the most environmentally safe and standard to the industry. The Vendor shall coordinate all activities with the Manager of Auxiliary Services, or approved designee.

The Vendor shall complete all work to the satisfaction of the designated Auxiliary representative.

The Vendor shall not use the College dumpsters, trash bins, or other contracted services to dispose of the materials. The Vendor shall arrange for a timely inspection of the completed project with the designated Auxiliary representative.

HARPER COLLEGE SPECIAL CONDITIONS

William Rainey Harper College is seeking preventive maintenance and repair services for the food service equipment in the main cafeteria located in Building A, the Common Grounds Coffee Kiosk in Building A, the Subway located in Building Z, and Starbucks in Building D. Harper College also has a culinary program located in Building A near the Dining Room. The culinary program is "not" part of this maintenance program. The College requires that formal estimates and invoices need to identify who ordered the work, where the equipment is located, and the serial numbers of the serviced equipment. Invoices and estimates for the culinary program must be kept separate from all other work conducted.

The point of contact for invoices and repair approval for the main cafeteria in Building A, the Common Grounds Coffee Kiosk in Building A, the Subway located in Z Building, and Starbucks in Building D will be the Manager of Auxiliary Services or approved designee.

The College is planning to relocate and rebuild the cafeteria and kitchen which is targeted for completion when state funds are approved. Much of the aging food service equipment will be replaced at that time. The College reserves the right to terminate the contract within 30 days' notice, should the state approve funding for the relocation of the cafeteria during the term of this contract.

The purpose of this Request for Bid is to select a single vendor to service and maintain our food service equipment; however, the selected vendor should provide a separate proposal for any repair work identified as a result of any inspections. The College reserves the right to obtain competitive quotes and award proposed work to the selected vendor or award to another contractor.

The Vendor shall provide the proper lift equipment that will not cause damage to any surface.

The Vendor shall post all normal safety signs, necessary light, and temporary barriers around work areas, in accordance with OSHA requirements, while the work is in progress.

Vehicles shall have identification to include company's name and/or logo so that it is apparent as to the nature of business of the occupant of the vehicle.

The Vendor's employees shall wear uniform shirts with identification name tags to include employee's name, company name and/or logo.

The Vendor will submit a statement describing its organizational structure, the nature and scope of its business operations, its size and number of personnel, number of years in business, and the names of its officers. The vendor must identify key personnel to be assigned to this account.

The awarded Vendor will service the equipment as specified under Scope of Work. Current inventories of the items that will need service are under Schedule of Equipment. Serial numbers that have been located have also been provided in this section.

Pricing for Preventive Maintenance and Miscellaneous/ Service/ Repair will be submitted on the Pricing Proposal page.

SCOPE OF WORK

Preventative Maintenance / Full Service Cooking Equipment:

Provide four (4) visits annually, scheduled per the direction of Harper College.

Furnish labor to inspect and perform the following preventative maintenance, where applicable, including minor adjustments at the time of inspections, on the equipment listed in the "Schedule of Equipment".

- 1) Cleaning and lubrication of all open burner valves.
- 2) Calibration of all thermostat controlled equipment.
- 3) Clean open burners on all range tops and char grills.
- 4) Cleaning of all steam boilers.
- 5) Inspection of all flexible gas lines for leaks.
- 6) Inspection of all wiring connections for security.
- 7) Inspection of all electrical contact points and relays.
- 8) Document any deficiencies and bring them to manager's attention
- 9) Perform manufacturer's suggested maintenance on specific equipment.
- 10) Inspect gas valves for proper operation.
- 11) Verify proper operation of safety circuits.
- 12) The College reserves the right to add or delete equipment at any time.

Preventative Maintenance /Full Service Refrigeration Equipment:

- 1) Blow out all self-contained condensers on all units.
- 2) Replace all condenser filters with polyfoam filter material; custom cut to each filter. Brush condenser coils on self- contained equipment.
- 3) Check temperature on all units.
- 4) Check for oil leaks, Freon leaks; rub leaks on any copper in system. Add refrigerant as needed.
- 5) Check all doors, walk-in coolers, freezers, and self-contained units for proper closing.
- 6) Check all gaskets
- 7) Check for algae, fungus, slime, and any other health hazards in walk-in boxes.
- 8) Check & tighten all door hardware: hinges, latches, door closures, as needed.
- 9) Clean all dust and debris from tops of self-contained units.
- 10) Check all condenser and evaporation fans for proper operation.
- 11) Check fans for loose wiring on every unit.
- 12) Check operation of door heaters.
- 13) Check defrost controls and timers.
- 14) Check thermostats and operating controls.
- 15) Check condition of evaporator coils.
- 16) The College reserves the right to add or delete equipment at any time.

SCOPE OF WORK

Preventative Maintenance Miscellaneous/ Service/ Repair

Provide four (4) visits annually, scheduled per the direction of Harper College.

Furnish labor to inspect and perform the following services, where applicable, including minor adjustments at the time of inspections, on the equipment listed in the "Schedule of Equipment".

1. Check and record pressures
2. Lubricate as necessary
3. Inspect doors
4. Inspect safety controls
5. Inspect fan assembly
6. Check ID lights
7. Inspect and clean burners
8. Inspect and clean pilots
9. Inspect electrical connections
10. Check and calibrate T-stat
11. Inspect motors
12. Inspect stones
13. Inspect flues
14. Inspect bushings
15. Inspect for vibration
16. Check water filters
17. Clean out condensers
18. Inspect gaskets
19. Provide a written estimate for recommended service and repair that in vendor's opinion should be made to ensure the proper operation of the equipment listed.
20. No additional repairs to be performed unless they are requested and authorized by either the Manager of Auxiliary Services or approved designee.

Authorized Repairs

Vendor shall provide a written estimate for any repairs requested by the Manager of Auxiliary Services or approved designee

- Work shall not commence until the prepared estimate is approved in writing by Harper College.
- Estimates shall itemize and include all parts, labor, installation, testing, serial number of item serviced, contact name of person that requested the repair, travel, and any other costs associated with repairing the equipment.
- Normal business hours will be considered as 7:00am to 4:30pm Monday through Friday.

**SCHEDULE OF EQUIPMENT
CURRENT COLLEGEWIDE EQUIPMENT INVENTORY**

Main Cafeteria Building A:

Item:	Description	S/N	Status
1.	True catering 2 door cooler	3201818	
2.	True catering 1 door cooler	3315127	
3.	True catering warmer 1 door	3080316	
4.	True 3 door cooler	8952935	
5.	Produce walk in cooler kitchen	79105	
6.	Hobart Mixer	1773849	
7.	Walk in cooler kitchen	79107	
8.	Walk in freezer kitchen	79113	
9.	Groen Steam Kettle	45127	
10.	Blodgett top oven	469FA8	
11.	Rational Large	G22CD02061069300	
12.	Koch 4 door warmer	Model #NDH2	
13.	Golden Fry Right Side	31811	
14.	Golden Fry Let Side	31810	
15.	Groen Small steam kettle	45254	
16.	Southbend oven	00N0IB109148	
17.	Southbend oven	69N394J	
18.	Franklin Chef Asset tag	A00643925	
19.	Groen Tilt Skillet Asset tag	A00643927	
20.	Rational Small	G12CB00021021267	
21.	Koch 4 door warmer	RCI Serial # 128974	
22.	Groen Tilt Skillet Asset tag	3082232	
23.	Carter-Hoffmann Hot Box	302060-27080-1038	
24.	Nu-Vu Subway Oven	32140020414	
25.	Scottsman Ice Maker	9031320010185	
26.	M3 Turbo Air 2 door Cooler	M3R4L3Z095	
27.	Serve Well 5 well Holly habenero	A253-00441584-011	
28.	Golden Fry Grill Area	31526	
29.	Vulcan Flat top griddle		
33.	Continental drawer freezer	45339567	
34.	Continental drawer cooler	45410728	
35.	Grill (broiler)	RCI Serial # 128990	

Item:	Description	S/N	Status
36.	Serve Well 5 well entrée station	13830	
37.	Hatco Heat warmer entrée station	86931140207	
38.	Hatco heat warmer grill station	8596270006	
39.	Hatco heat warmer holly habenero	8603140207	
40.	Soup well 1	BIRDOZ14A0170	
41.	Soup well 2	BIRDOZ14A0169	
42.	Soup well 3	BIRDOZ14A0172	
43.	Atlas Salad bar	3731-87	
44.	Tecumesh salad bar	16E14122006847	
45.	Hobart Dish machine	27-1119-169	
46.	Hobart belt/palper		
47.	Bally Walkin Cooler Basement	79162	
48.	Bally Walkin Freezer basement	79119	

Kiosk Building A:

Item:	Description	S/N	Status
1.	Verismo Espresso Machine	0326420855A	

Subway Building Z:

Item:	Description	S/N	Status
1.	Hot Water Heater	14003B6211R	
2.	True Fridge	8108866	
3.	Ice-o-matic	14041280011207	
4.	Hobart Dish Machine	231158551	
5.	Everpure MRS-600HEII	42535	
6.	True Freezer	7752813	
7.	Turbo Chef 1	ngod13726	
8.	Turbo Chef 2	ngod13735	
9.	Manitowoc Cooler 1	1412152001499	
10.	Grind Settings	L165869	
11.	Grindmaster -Ceciwar Coffee maker	L154145	
12.	Delfield Cooler	1410152000205	
13.	Vita Mix Corp	36027	
14.	Espresso Machine 1	40-101483	
15.	Espresso Machine 2	40-100548	
16.	Manitowoc Cooler 2	1409152002632	
17.	Strutural Display Cooler 1	0229070JR273075	
18.	Strutural Display Cooler 2	0168836GR268209	

Starbucks Building D:

Item:	Description	S/N	Status
1.	Strutural Display Cooler 2	0168836GR268209	
2.	Hot Water Heater	14003B6211R	
3.	True Fridge	8108866	
4.	Ice-o-matic	14041280011207	
5.	Hobart Dish Machine	231158551	
6.	Everpure MRS-600HEII	42535	
7.	True Freezer	7752813	
8.	Turbo Chef 1	ngod13726	
9.	Turbo Chef 2	ngod13735	
10.	Manitowoc Cooler 1	1412152001499	
11.	Grind Settings	L165869	
12.	Grindmaster -Ceciwar Coffee maker	L154145	
13.	Delfield Cooler	1410152000205	
14.	Vita Mix Corp	36027	
15.	Espresso Machine 1	40-101483	
16.	Espresso Machine 2	40-100548	
17.	Manitowoc Cooler 2	1409152002632	
18.	Strutural Display Cooler 1	0229070JR273075	
19.	Strutural Display Cooler 2	0168836GR26	

LIST OF REFERENCES

This list is required to consist of projects of similar size and complexity. The list of projects should be as similar to this project as possible.

Name of Project (Owner) _____
Location _____
Total Contract Cost _____
Date Completed _____
Contact Person (Owner) _____
Telephone (Owner) _____

Name of Project (Owner) _____
Location _____
Total Contract Cost _____
Date Completed _____
Contact Person (Owner) _____
Telephone (Owner) _____

Name of Project (Owner) _____
Location _____
Total Contract Cost _____
Date Completed _____
Contact Person (Owner) _____
Telephone (Owner) _____

Name of Project (Owner) _____
Location _____
Total Contract Cost _____
Date Completed _____
Contact Person (Owner) _____
Telephone (Owner) _____

**PRICING PROPOSAL
FOOD SERVICE EQUIPMENT MAINTENANCE AND REPAIR SERVICES
CONTRACT AND SPECIFICATION #Q00883**

Pricing must include hourly cost per technician for regular time, overtime and holiday time. Supporting documentation with Site Manager approval must be supplied for all charges to the College (including charges for transportation and fuel). All repairs must be pre-authorized based on location by either the Manager of Auxiliary Services or by an approved designee.

Part 1: Quarterly Equipment Preventive Maintenance (Include Travel Charge)

1	Main Cafeteria	Bldg. A	\$	
2	Common Grounds	Bldg. A	\$	
3	Subway	Bldg. Z	\$	
4	Starbucks	Bldg. D	\$	
	Total		\$	_____

Part 2: Equipment Repair

1. Hourly Cost Per Technician, Normal Business Hours \$ _____/Hour
 2. List Normal Business Hours: _____
 3. Hourly Cost Per Technician, Nights and Weekends \$ _____/Hour
 4. List Night Hours: _____
 5. Hourly Cost Per Technician for Holidays \$ _____/Hour
 6. List Holiday Hours: _____
 7. Travel Charge \$ _____/Visit
 8. List Contractor Holidays
- _____
- _____
- _____
- _____
- _____

Emergency Response Time (Hours): _____ Non-Emergency Response Time (Hours): _____

Part 3: What is your percentage mark-up from invoice or discount from list that the College will be charged for parts? Contractor will supply a copy of the appropriate manufacturer list price(s) with each invoice for parts.

Mark-up: _____%

Discount from list: _____%

SIGNATURE SHEET

(If an Individual)

Signature of Bidder _____ (Seal)

Business Address _____

(If a Partnership)

Firm Name _____ (Seal)

By _____

Business Address _____

of all Partners _____

of the Firm _____

(If a Corporation)

Corporate Name _____

By _____

Business Address _____

(CORPORATE SEAL)

Name of Officers: President _____

Secretary _____

Treasurer _____

Attest: _____

(Secretary)

Name of Bidder _____

Date _____

The undersigned hereby acknowledges having received a full set of the Specifications and Contract Documents and Addenda Nos. _____ (None unless indicated)

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

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 Anti-Trust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of bid rigging or bid rotating, or attempting to rig or rotate 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 sig.;
- (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.

CERTIFICATION OF COMPLIANCE

The undersigned, being first duly sworn on oath, deposes and states that he has the authority to make this certification on behalf of the bidder,

(Name of Company)

- (A) That in connection with this procurement,
- (1) the prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
 - (2) the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder prior to opening directly or indirectly to any other bidder or to any competitor; and
 - (3) no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- (B) The undersigned further states,
- (1) he is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
 - (2) (a) he is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and
(b) that he has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.
- (C) The undersigned certifies that, pursuant to Illinois Compiled Statutes, 720 ILCS 5/33E-1 et seq., the bidder is not barred from bidding on this contract as a result of a conviction for violation of State of Illinois laws prohibiting bid-rigging or bid-rotating.
- (D) The undersigned certifies that, pursuant to Illinois Compiled Statutes, 65 ILCS 5/11-42.1-1, the bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.
- (E) The undersigned certifies that the bidder agrees to provide a drug free workplace in accordance with the Illinois Drug Free Workplace Act, Illinois Compiled Statutes, 30 ILCS 580/1 et seq.
- (F) The undersigned certifies that the bidder has a written Sexual Harassment Policy in place in full compliance with Illinois Compiled Statutes, 775 ILCS 5/2-105(A)(4).
- (G) It is expressly understood that the foregoing statements, representations, and promises are made as a condition to the right of the bidder to receive payment under any award made hereunder.

Authorized Signature: _____

Title: _____

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

**HARPER COLLEGE
TAX COMPLIANCE AFFIDAVIT**

_____, being first duly sworn,

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

of _____.
(Consultant)

The individual or entity making the foregoing Proposals or bid certifies that he is not barred from contracting with Harper College because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting such taxes, in accordance with the procedures established by the appropriate revenue act, The individual or entity making the Proposals or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, may have other serious legal consequences.

(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)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this ____ day of _____, 20__

SEAL

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

BIDDER'S CERTIFICATION

BID PROPOSAL

_____, as part of its bid on a contract for
(Name of Bidder)

_____ to _____,
(General Description of Item(s) bid on) (Name of Governmental Body)

hereby certifies that said bidder is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes.

By: _____
Authorized Agent of Bidder

Subscribed and sworn
before me this _____
day of _____, 2017

(Notary Public)

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

WILLIAM RAINEY HARPER COLLEGE

ACCEPTANCE OF BID

When the foregoing bid items as identified in the bid have been approved by the Harper College Board of Trustees, a copy of this executed document and/or a purchase order embodying this document language by reference will be forwarded to the successful bidder(s). If there is an omission in statement between the purchase order and the Harper College bidding document, the bidding document will prevail.

Approved by the Board of Trustees on _____

(Board of Trustees approval required for Contracts of \$25,000 or more)

Total Amount of Contract:

\$ _____

Purchasing Department
William Rainey Harper College
1200 W. Algonquin Road
Palatine, Illinois 60067

HARPER COLLEGE
CONFLICT OF INTEREST FORM

_____, hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the proposer, its owners and employees, and any official or employee of William Rainey Harper College.

Proposer further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if Proposer has not disclosed any actual or potential conflict of interest, William Rainey Harper College may disqualify the proposal.

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

The above statements must be subscribed and sworn to before a notary public. Subscribed and Sworn to this _____ day of _____, 20__

Notary Public

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