



ILLINOIS WESLEYAN
UNIVERSITY

March 2, 2015

Request for Proposal Water Treatment Service

Illinois Wesleyan University ("IWU") is seeking proposals from qualified firms for Water Treatment Service.

A mandatory pre-proposal conference will be held on: **April 20, 2015 at 10:00 AM** at:

Illinois Wesleyan University – Heat Plant

The deadline for receipt of sealed proposals is: **April May 29, 2015 at 2:00 PM**.
Sealed proposals must be received by this deadline at the following location:

Illinois Wesleyan University
Attn: Ron Roth
303 E. Emerson St.
PO Box 2900
Bloomington, IL 61702-2900

Any proposal received after the date and time listed above will be returned and will not be considered.

Questions pertaining to this Request for Proposal (RFP) must be communicated in writing and be received via email by **May 1, 2015**. Questions must be sent to the email address below and should include the specified Vendor's name and any question(s) should include a reference to the appropriate page and section number of the RFP.

Ron Roth
rroth1@iwu.edu



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Section 1 Project Summary

1. Request for Proposal Summary

Illinois Wesleyan University ("IWU") is seeking proposals from qualified firms for Water Treatment Service in accordance with the Scope of Work specified in this Request for Proposal (RFP).

Provide a complete Water Treatment Service for all steam and heating water systems, all cooling towers and chilled water systems.

- 2. Entity Submitting RFP.** The terms "vendor", "proposer", "offerer", "firm", "consultant", "company" or "contractor" used in this RFP or any subsequent documents or communications related to this RFP are interchangeable and mean the entity submitting a proposal and seeking to enter into a contract for the goods and/or services requested in this RFP.

3. Description of Illinois Wesleyan University

Illinois Wesleyan University, located in Bloomington, Illinois, is a four-year liberal arts university. The campus consists of more than 50 buildings covering approximately 1.4 million square feet. Campus facilities include Administration Buildings, Classrooms, Residence Halls, Historic Facilities and an Athletic Center



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Section 2

Technical Specifications / Description of Work / Evaluation Criteria

Illinois Wesleyan University (IWU) is requesting proposals for the services of a firm that can provide a complete service-oriented water treatment program. The water treatment program will include all steam and heating water systems, all cooling towers and all chilled water systems. In addition, the water treatment program will include all products, any required equipment and professional consulting services to accomplish the following:

Reduce fuel and electrical consumption through improved heat transfer efficiency. This is accomplished by minimizing scale, corrosion, fouling and microbiological growth which create deposits on heat transfer surfaces

Minimize repair and maintenance costs associated with replacement and cleaning of equipment due to scale, corrosion, fouling or microbiological activity

Provide professional, knowledgeable and involved sales/service personnel to ensure program success

Accurately monitor program results and communicate appropriate recommendations with quantifiable business oriented justifications

Thoroughly train IWU personnel on the implementation and control of the program

Provide competitive water treatment program costs

A mandatory pre-proposal conference is scheduled for March 10th, 2015 at 10:00 a.m.

The conference agenda is:

Review of the requirements listed in the RFP

Question and answer period

Tour of IWU's heating and cooling systems

Attendance is mandatory as it is necessary for a complete understanding of IWU's requirements and its HVAC systems.



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REPRESENTATIVE EXPERIENCE

The vendor shall appoint a member of his/her company, plus one authorized alternate, to represent the company in dealings with IWU. Both representatives shall be full-time employees of the vendor. The representatives shall be familiar with all aspects of water treatment. Only these individuals will represent the vendor regarding services for this proposed contract unless specifically authorized in writing by the Director of the Physical Plant. List name, educational background, years in water treatment industry and years with the vendor for each appointed representative.

REFERENCES

Vendor shall submit a list of five (5) present customers handled by the representatives listed above. IWU reserves the right to contact or visit customers so listed. Be sure to include the customer's name, address, contact name and contact phone number.

SERVICE LEVEL AND RESPONSE TIME

Both of the vendors representatives must live within four (4) hours driving distance of IWU. A representative shall visit all of the IWU campuses a minimum of once every thirty (30) days. The representatives must be available for calls on specific problems should they occur. The representatives shall be available to IWU on a twenty-four (24) hour basis and, under emergency circumstances, should be able and willing to visit the campuses within four (4) hours after being notified. Please indicate compliance with this requirement.

PROGRAM ADMINISTRATION

Organization is the key to a well-run water treatment program. In order to have quick access to all technical and safety information regarding the water treatment program, we require that the vendor provide an Administration Notebook. At the very least, this notebook must contain an outline of the program, all control test procedures, log sheets, product bulletins, material safety data sheets, feed and control equipment specifications and service reports. Please provide a summary of how your firm administers and manages a water treatment program. Include a sample of your administration notebook and its contents.



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SUBCONTRACTORS

All subcontractors you intend to use and the **specific services** they will provide along with their license numbers must be listed in your proposal and approved by IWU in advance.

DRUM HANDLING AND DISPOSAL

It will be the responsibility of the awarded vendor to handle and dispose of the chemical drums. Your response must outline your firm's program as to how this is handled.

TRAINING

Please provide a two (2) page summary of the training your firm can provide to IWU's staff. This training should include how to perform tests and monitor program results, how to work safely with your products, and general training regarding heating and cooling systems. Samples of training materials may be included at the **back** of your proposal.

HEALTH AND SAFETY

Your firm must provide Safety Data Sheets (SDS) to ensure a safe work environment for IWU personnel and to comply with all laws concerning the handling of hazardous materials. We require that a SDS accompany all orders and that the vendor operate a twenty-four (24) hour, seven (7) day per week emergency phone number which can be called for emergency information regarding chemical spills and/or accidents involving your products. Provide a summary of your SDS program. Include your emergency phone number and a sample copy of your firm's SDS. If your proposed program uses no chemical products, then so indicate.

TROUBLESHOOTING CAPABILITIES

The vendor must have laboratory facilities capable of performing a wide array of analytical work to facilitate monitoring, control, and troubleshooting of IWU's systems. All laboratory services shall be provided by the vendor. The use of independent laboratories is allowed if authorized within the context of the agreement. Laboratory services which shall be available include: corrosion coupon analysis, water analysis, deposit analysis, microbiological analysis and metallurgical analysis. Include a sample analytical report for each of the above analyses as evidence of your firm's laboratory capabilities **or** submit sample analytical reports from the lab you intend to use and request authorization to use them.



MICROBIOLOGICAL TESTING

IWU is concerned with bacteria control in cooling towers and wishes to ensure good microbiological control without overfeeding biocide. Therefore, we require the vendor to have the capability of quantitatively determining organism levels of a water sample. This test will be used to ensure that a clean system is achieved. Please provide a description and/or procedure of the test you intend to use.

EQUIPMENT INSPECTION

Thorough equipment inspection is important in determining the effectiveness of a water treatment program as well as potential problems for a given system. Therefore, the vendor must have the capability of inspecting IWU's equipment and providing a written report detailing the inspection results. Please provide a copy of a previously conducted equipment inspection.

TERMS AND CONDITIONS

Terms and conditions for your firm's products and services will include IWU's general terms and conditions of agreement for services listed in the sample contract attached. If your firm intends to modify IWU's terms and conditions, they must be included in your response. If no modifications or comments are included in your response, then IWU will conclude that your firm will accept IWU's terms as outlined.

EVALUATION OF PROPOSALS

It is obvious that we cannot fairly evaluate the cost of a competing water treatment program strategies based on first year costs alone. To perform a fair evaluation that reveals true owning/operating costs we must consider life cycle cost. For that reason, we will be using your proposed installation cost plus your proposed fifth year annual cost to calculate the cost to own/operate your program.



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Vendor shall furnish and install a complete and operational water treatment system as described herein. This shall include all items necessary to complete the installation and normally included in similar work whether specifically mentioned in the contract documents or not.

Proposal shall include all necessary water treatment chemicals/devices, testing equipment testing reagents, feeders, racks, pumps, piping and tubing, piping inserts, electrical service, training and supplier support as required.

IWU owns all of the water treatment apparatus currently in place. These items may be utilized in the as part of the proposed water treatment strategy.

All work shall be scheduled and performed without interfering with the existing operations.

LOCATIONS OF SERVICE

IWU Main Campus	303 E. Emerson St PO Box 2900 Bloomington, IL 61702-2900
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STANDARDS AND CODES

The vendor certifies that the chemicals/products recommended for the water treatment programs will not endanger the health or safety of the persons handling the material, or damage real or personal property when used in accordance with established written procedures provided by the vendor.



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The treatment products/services covered shall include but not be limited to chemicals, alternate water treatment equipment, testing equipment, cooling water systems, heating water systems and closed loop systems.

Before submitting a proposal, the vendor shall make a careful examination of the premises of each site and shall visit with the Manager of the Heat Plant. The vendor shall definitely determine in advance the methods of installing the water treatment equipment and/or apparatus, the means to be provided for getting the equipment into place, and shall make him/herself thoroughly familiar with and assess all conditions of each site.

SUBMITTALS

Where the local conditions necessitate an arrangement of materials or equipment different from the existing, the vendor shall submit for review shop drawings showing proposed arrangement.

Submittal of above information shall be made in one complete submittal, with all information on all equipment supplied at the time proposal is submitted.

GENERAL

Illinois Wesleyan University (IWU) reserves the right to accept or reject in part or in whole any proposals submitted and to waive minor technicalities when in the best interest of IWU.

Vendor shall provide and install all special controls required.

All feed rates and feed points will be specified by the vendors.

Chemicals, if necessary, are to be purchased on an "as needed" basis with total annual costs not to exceed the sum provided in your proposal, based on your experience with plants of our size and complexity.

The cost per unit of chemical may not be the primary factor in awarding the contract agreement.

If recommended products are not compatible with those now present in our systems, then it shall be so noted at the time proposal is submitted.

IWU staff will make checks of our water systems to determine the effectiveness of the treatment for algae, fungi, scale, bacteria etc. to assure trouble free and efficient operation.



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In the event of tower contamination by outside foreign material such as oil, silt, mud, etc., IWU shall require that a non-foaming, non-ionic dispersant be made available for use on an as-needed basis but not part of the normal routine program.

EXECUTION

All labor shall be qualified for this type of work and it shall be under the direct supervision of a competent supervisor. All work shall be planned and carried out so as not to interfere with the operation of IWU.

CLEANING UP

The vendor shall at all times keep building and premises neat and orderly insofar as storage of materials and removal of dirt and debris caused by his/her work.

TESTING EQUIPMENT AND REAGENTS

The vendor shall furnish a list of all testing equipment and reagents required for proper testing as specified herein.

The vendor shall include and furnish in the proposal, the cost of such equipment and reagents for the contract period.

ACCEPTANCE

After completion of all installation and tests, and, prior to payment, the vendor shall instruct the owner in the operation of the water treatment system.

TRANSPORTATION CHARGES

Product prices must be F.O.B. destination, freight prepaid. Prices quoted will be considered to include all charges for transportation, packaging, pallets, containers, etc. necessary to complete delivery on an F.O.B. destination basis.

PRICE MUST BE FIRM

Check your proposal carefully. It may not be corrected after the proposals have been opened. The vendor will be expected to deliver at the prices quoted and to hold those prices firm for one year from the date of acceptance of the proposal.

DELIVERY

Deliveries must be made between the hours of 7:00 a.m. and 2:00 p.m. central standard time on Monday through Thursday at the IWU physical plant. Vendor agrees to make delivery within ten (10) days after receipt of any valid order and within 48 hours for emergency orders.



NON-CONFORMANCE TO CONTRACT CONDITIONS

Any and all items or services may be tested and/or inspected for compliance with specifications. Items or services which are not in compliance with specifications will be rejected and returned at vendor's expense.

LEGISLATION CHANGES

In the event any governmental restrictions are imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered in this proposal prior to their delivery, it shall be the responsibility of the successful vendor to notify IWU at once indicating in writing the specific regulation which requires an alteration, and the date this regulation becomes effective. IWU reserves the right to accept any such alteration, including any price adjustments occasioned thereby.

GOVERNMENT REGULATIONS

All products proposed for use at IWU shall be acceptable for use in the State of Illinois and must be approved by IWU. Products used for water treatment must comply with all EPA and DOT requirements, including packaging and labeling.

FACILITIES

IWU reserves the right to inspect the vendor's facilities at any time with prior notice.

PROGRAM GOALS

The water treatment program will provide scale and corrosion protection for steam systems, condenser water systems (including towers), chillers and chilled water closed loop systems, and closed hot water loops (including hot water boilers) while maximizing efficiency and performance.

VENDOR'S COMMITMENT

Vendor's program and his/her consulting services are to produce clean heat transfer surfaces which are free of scale, sludge, deposits, corrosion, pitting and biological growth when treatment is administered in accordance with vendor's directions and recommendations.



MATERIAL COMPATIBILITY

The vendor shall assure IWU that the products used in the water treatment program shall have no detrimental effect on the materials in the equipment being treated when used in accordance with vendor's directions and recommendations.

FEED AND CONTROL EQUIPMENT

The vendor will have the capability to supply IWU with any feed or control equipment which is required to assure reliable operation of IWU's hot water boilers, chillers, cooling towers and closed heating/cooling systems. The vendor will review the benefits of installing this equipment and discuss any savings IWU may realize as a result.

ANNUAL BUSINESS REVIEW

The vendor must present a yearly review of the treatment program thirty (30) days prior to the expiration of the proposed contract. Vendors representatives shall, at this time, meet with the designated representatives of IWU to discuss all treatment programs, their effectiveness and future objectives. Vendor must provide a method of quantitatively evaluating his/her performance.

IDLE SYSTEMS

Vendor representative shall be responsible for recommending treatment dosages and methods for protecting idle systems such as the laying up of boilers during the summer months and the laying up of air conditioning systems during winter months.

COOLING TOWER INSPECTIONS

The representatives shall inspect all contracted cooling towers to examine for biological growth, foam, sludge, cooling tower deterioration etc. a minimum of once every thirty (30) days.

EQUIPMENT INSPECTIONS

Vendor's representatives shall inspect IWU's contracted equipment annually, when it is open for inspection or at other unscheduled openings. Photographs of equipment internals must be taken and an ongoing record with photographs must be kept.

SPECIAL STUDIES

Vendor shall conduct corrosion studies in systems at least quarterly to insure program performance. Frequency may be increased as corrosion problems surface. Maximum allowable corrosion rates to be: 3MPY for mild steel and 0.3 MPY for nonferrous metals in all open systems. Closed systems maximum rates to be: 1 MPY for mild steel and



0.1 MPY for nonferrous metals. All copper and/or mild steel coupons shall be supplied by the vendor.

WATER CONSERVATION

The vendor shall maximize cycles of concentration in cooling towers to minimize water consumption.

Section 3 Program Cost Calculations

PROGRAM COSTS

Your proposal must include a detailed breakdown for water treatment services in the following areas: steam boiler treatment, closed loop treatment, cooling system treatment, testing, monthly service, predicted chemical costs, testing equipment and reagent costs, coupon testing and any other items deemed necessary. A thorough breakdown is essential to assist IWU with analysis of proposals. If non-traditional treatment methods are provided, the detailed cost proposal will be the only way we will be able to choose the best option presented. Lowest cost will not be the determining factor in selecting a water treatment service provider.

IWU understands that estimated chemical costs are projected based on the information gathered regarding system volumes, use patterns and installed equipment.



Section 4

Proposal Preparation and Submittal

Proposals must conform to all requirements stated below, and elsewhere in this RFP. Disregarding these requirements may result in disqualification of the proposal.

Before submitting a proposal, each firm shall familiarize itself with the entire RFP, including Scope of Work, contract form and all laws, regulations and other factors affecting contract performance. The firm shall be responsible for fully understanding the requirements of a subsequent contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. The submission of a proposal will constitute a representation of compliance by the firm. There will be no subsequent financial adjustment for lack of such familiarization.

All proposal materials must be placed in a sealed package (envelope, box, etc.) clearly marked with the proposal name and number and the firm's name. It is the responsibility of the firm to ensure that proposals are received in the Physical Plant by the due date and time stated on page 1 of this RFP. The firm is responsible for delivery of their proposal by the deadline notwithstanding any claims of error or failure to perform by a mail, courier or package delivery service. No proposals or proposal modifications may be submitted orally, electronically, or via telephone, facsimile, electronic mail (email).

All proposals must be typewritten on standard paper size (8½ x 11 inches) and shall be in the required format incorporating the forms provided in this RFP package, if any. It is permissible to copy these forms as required. The authorized person signing the proposal shall initial erasures, interlineations or other modifications on the proposal.

The firm's proposal should be organized in sections as outlined below:

You must submit **one (1) original (clearly marked original) and two (2) copies** (one copy to be unbound) of your proposal and they must be organized in the order indicated below. Each item below represents a separate section. Each section must be numbered with an index tab for quick reference and separated by a blank sheet of paper and will be factored into the evaluation.

1. Cover Letter (maximum of 2 pages)
2. Vendor Experience
3. Representative Experience
4. References
5. Service Level and Response Time
6. Subcontractors
7. Quality
 - a. Program Administration
 - b. Drum Handling and Disposal
 - c. Training
 - d. Health and Safety
 - e. Troubleshooting Capabilities



- f. Microbiological Testing
 - g. Quality / Purity
 - h. Equipment Inspection
 - i. Monitoring and Control (2 page overview with summary)
 - j. Feed and Control Equipment (discuss equipment required and benefits of installing)
- 8. Additional Information (include any additional recommendations or comments)
 - 9. Signed Proposal Document
 - 10. Heating Program Cost
 - 11. Cooling Program Cost
 - 12. Other Program Costs
 - 13. Product Bulletins (include product bulletins for all products recommended)
 - 14. Safety Data Sheets (include SDS's for all products recommended)

Response to Scope of Work

Responses must be clear and thorough, but concise, and written in plain, easy to understand language. Responses must follow the numbering format used in the Scope of Work section.

Exceptions Requested

Any exceptions to the requirements of this RFP that the firm requests the University to consider must be placed in this section. Each alternate or exception should be addressed separately with specific reference to the requirement. If there are no proposed alternates or exceptions, a statement to that effect must be included in this section of the proposal. Any proposed terms and conditions, contracts, waivers, licenses or agreements required by the firm should be included here with a brief explanatory introduction.

PROPRIETARY INFORMATION

In the event any proposer shall include in the proposal any information deemed "proprietary" or "protected," such information shall be separately packaged from the balance of the proposal and clearly marked as to any proprietary claim. The University discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The University cannot and does not warrant that proprietary information will not be disclosed. The University shall have the right to use any and all information included in the proposals submitted unless the information is expressly restricted by the proposer.

THE PROPOSAL MUST ALSO INCLUDE:

- a. All documents or forms required by the University to be completed by the firm including the required documents specified in the Appendix of this RFP.
- b. Details of any litigation your company or any of its subsidiaries or affiliates has had in the past five years relate to the performance of services provided by your firm.
- c. If a firm has had any previous contracts canceled or is currently debarred, suspended, or proposed for debarment by any government entity, the current status must be documented in this proposal. The firm agrees to notify the University of any change in this status. If any customer has



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stopped using the product(s) or service(s) you are proposing, provide details including customer name, date when product was installed, date when product was discontinued (usage) and reason for discontinuation, including contact details of the customer.

- d. If the firm intends to use any cooperative, subcontract, third party agreement, or the like to perform under their proposal, the firm must supply the name, address, qualifications and criteria used by the firm for selection of any third party, and the intended services to be performed. The services provided under the scope of work proposed, in part or in whole, shall not be subcontracted or assigned without prior written permission of the University, except that the contractor may, without prior approval and without being released from any of its responsibilities hereunder, assign the contract to any affiliate or wholly-owned subsidiary of the contractor.
- e. Samples of any documentation or form that proposer will require the University to sign.



Section 5 Proposal Form

Date _____

Proposal of _____,
(Name)

a corporation organized and existing under the laws of the State of _____; a
partnership consisting of _____; an individual trading as

(Name)

Request for Proposal: **Water Treatment Service**

To: Illinois Wesleyan University (IWU) ("University")

1. In compliance with your Request for Proposal, the undersigned hereby offers to furnish the services designated in the RFP, in strict accordance with the RFP, upon written notice of acceptance of this Proposal at any time within thirty (30) days after the date of opening of the Proposals, and to execute the Contract in accordance with the Proposal as accepted within five (5) days after the Contract is presented for signature.

2. The undersigned Proposer hereby acknowledges receipt of the following Addenda, if any:

Addendum No.

Date

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. The undersigned Proposer understands that the University reserves the right to reject any or all Proposals or to waive any formality or technicality, as determined by the University in its sole discretion, in any Proposal in the interest of the University.

4. The undersigned Proposer hereby certifies and affirms that this Proposal is genuine and not a sham or collusive, nor made in the interest or behalf of any person not herein named, and that the undersigned Proposer has not directly or indirectly induced or solicited any other Proposer to put in a sham bid, or any other person, firm, or corporation to refrain from bidding, and that the Proposer has not in any manner sought by collusion to secure for itself an advantage over any other Proposer.

5. The undersigned certifies that to the best of his/her knowledge: **(check only one)**

() There is no officer or employee of Illinois Wesleyan University who has, or would have, or whose relative has, or would have, a substantial interest in any contract resulting from this request.



() The names of any and all officers or employees of Illinois Wesleyan University who have, or would have, or whose relative has, or would have, a substantial interest in any contract resulting from this request, and the nature of the substantial interest, are included below or as an attachment to this Proposal.

6. The Proposer certifies, to the best of its knowledge and belief, that:

(i) The Proposer and/or any of its Principals or Owners:

(A) (check one) **are** () or **are not** () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any governmental agency.

(B) (check one) **have** () or **have not** (), within a three year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) contract or subcontract; violation of federal or state antitrust statutes, rules or regulations relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion; or receiving stolen property; and

(C) (check one) **are** () or **are not** () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any other of the offenses enumerated in paragraph (i)(B) of this provision.

(ii) The Proposer (check one) **has** () or **has not** (), within a three year period preceding this offer, had one or more contracts terminated for default by any governmental agency.

"Principals," for the purposes of this Proposal, means officers, directors, owners, partners and persons having primary or substantial management or supervisory responsibilities within a business entity.

7. The certifications in paragraphs 4, 5 and 6 of this Proposal are material representations of fact upon which reliance will be placed when making an award. If it is later determined that the Proposer knowingly rendered an erroneous certification, in addition to other remedies available to the University, the University may terminate the contract resulting from this solicitation for default.

8. Include a detailed cost proposal on a separate sheet.



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SEAL - If Bidder is a
Corporation

(Official Name of Firm)

(Signature)

(Print Name)

(Title)

(Complete Business Address)

(Email Address)

(Federal Taxpayer ID Number)



Section 6 AGREEMENT

See attached Contractor Services Agreement. This document must be completed and returned along with the proposal. Insurance requirements are listed in this document. Additionally, Appendix B to the Contractor Services Agreement is incorporated by reference and included with the RFP.

Physical Plant Contractor Agreement



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AGREEMENT FOR SERVICES

This Agreement for Services is made by and between Illinois Wesleyan University (“Institution”), and [REDACTED] (“Contractor”).

WHEREAS, the Institution anticipates that the Services of a Contractor will be necessary and desirable; and

WHEREAS, Contractor desires to enter into an agreement with Institution to provide Services as described under this Agreement;

NOW THEREFORE, it is agreed as follows:

ARTICLE 1 DEFINITIONS

1.1 “Agreement” shall mean this Agreement for Services and all exhibits, attachments, schedules and amendments hereto, including Appendix A and Appendix B.

1.2 “Institution” shall mean Illinois Wesleyan University.

1.3 [REDACTED] shall mean Contractor.

1.4 “Services” shall mean the Services provided by Contractor to Institution, as set forth in Appendix A and the Contractor’s submitted proposal.

ARTICLE 2 SERVICES

Subject to the terms and conditions herein and subject to the request of Institution, Contractor:

2.1 Shall provide Services to the Institution, as described in Appendix A.

2.2 Contractor will determine the method, details, and means of performing the Services. Institution shall have no right to, and shall not, control the manner or determine the method of accomplishing Contractor’s Services, except as specifically provided in this Agreement.

2.3 Contractor will perform its Services for Institution in a workmanlike manner and in accordance with applicable industry standards. Contractor will cooperate with Institution to assure that the Services provided by Contractor are prudent, appropriate and professional.

ARTICLE 3 TERM AND TERMINATION

3.1 Term. This Agreement will be effective as of the date signed by both parties and shall continue until terminated in accordance with this Article.

3.2 Termination By Mutual Agreement. This Agreement may be terminated at any time by mutual agreement of both parties.

3.3 Termination On Notice. This Agreement may be terminated at any time by either party upon thirty (30) days prior written notice to the other party.

3.4 Immediate Termination on Default or Other Specified Conditions.

3.4.1 Either party may terminate if there is any material default in the performance of the terms and conditions of this Agreement which default has not been cured within fifteen (15) days following written notice of such default.

3.4.2 Institution may terminate this Agreement upon written notice if Contractor loses its liability insurance coverage or loses required licenses or certification for Services rendered under this Agreement.

3.4.3 Contractor may terminate this Agreement if Institution fails to pay all or part of the compensation set forth in Appendix A when due, provided that Institution fails to remedy such failure upon written cure notice by Contractor within thirty (30) days from the date payment is due.

3.4.4 Upon death or disability of Contractor. "Disability" means any mental or physical incapacity of Contractor which prevents Contractor from performing the duties specified in this Agreement, or ninety (90) days, whether or not consecutive during the term of this Agreement.

3.4.5 Theft, fraud, embezzlement, dishonesty or other similar behavior by Contractor.

3.5 Effect of Termination. Termination will have no effect upon the rights and obligations of the parties arising out of any transactions occurring prior to the effective date of such termination. Nothing in this Agreement will be construed to limit either party's lawful remedies in the event of a material breach of this Agreement.

ARTICLE 4 COMPENSATION

4.1 Services. Institution will reimburse Contractor according to the terms and conditions of Appendix A.

4.2 Compensation. The payments by Institution and/or any third party payer will be the sole compensation for Services rendered under this Agreement.

4.3 Billing for Services Rendered. By the fifteenth (15th) day of each month, Contractor shall submit monthly [OR] invoices to Institution for all services performed in

the preceding month. Such invoices shall provide a detailed description of all services rendered and the rate at which the services were performed. Any other charges submitted on the invoice shall also be itemized in full.

4.4 Expenses. Contractor shall be responsible for all costs and expenses incident to the performance of Services for Institution, including but not limited to, all costs of equipment provided by Contractor, all fees, fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business. Institution shall not be responsible for any expenses incurred by Contractor in performing Services for Institution.

ARTICLE 5 CERTIFICATION

5.1 Certification. Contractor shall maintain any and all certifications that are required under state and/or federal law and appropriate organizational licenses. Contractor shall also warrant that any employees or agents who provide Services under this Agreement hold current licenses or certifications required for the provision of such Services.

5.2 Notification. Contractor agrees to notify Institution if Contractor loses any certification, or organizational or individual professional licensure for any of these Services, which may constitute a default subject to Section 3.4.2 (Termination).

ARTICLE 6 ASSIGNMENT

This Agreement may not be assigned or delegated by Contractor without the prior written approval of Institution.

ARTICLE 7 COOPERATION

7.1 Cooperation Between the Parties. Institution and Contractor agree that to the extent compatible with the separate and independent management of each, they will at all times maintain an effective liaison and close cooperation with each other.

7.2 Institution agrees to comply with all reasonable requests of Contractor and provide access to all documents and/or facilities reasonably necessary to the performance of Contractor's duties under this agreement.

ARTICLE 8 DISPUTES

8.1 In the event that any dispute shall arise with regard to the performance or interpretation of any of the terms of this Agreement, or if either party claims that the other party has breached this Agreement, both parties agree to attempt to resolve disputes by meeting or teleconference within sixty (60) days of the date such dispute was brought to the attention of one party by the other party.

8.2 In the event that the parties are unable to reach a resolution of the dispute, either party may give the other party written notice of its intent to terminate this Agreement in accordance with Section 3.2 or 3.4, as applicable.

ARTICLE 9 INSURANCE AND INDEMNIFICATION

9.1 Insurance. Contractor shall secure and maintain at its expense throughout the term of this Agreement such policy or policies of general liability, workers' compensation, professional as shall be necessary to insure Contractor, its employees, agents and/or contracted providers against any claims for damages occasioned directly or indirectly in connection with the performance of any Services by Contractor, its employees, agents and/or contracted providers, if any. In addition, for each such general liability policy, Institution shall be named as an additional insured. Coverage limits shall be at least in the amount of:

- Commercial General Liability (CGL):	\$ 1 Million each Occurrence
- Sexual Misconduct / Abuse Liability:	\$ 1 Million each Occurrence/\$ 5 Million Aggregate
- Auto Liability:	\$ 1 Million Occurrence
- Employee Dishonesty / Crime:	\$ 2 Million Blanket Bond
- Workers' Compensation Statutory Benefits:	\$ 1 Million Employers Liability \$ 1 Millions Occupational Disease.

Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Upon entering into this Agreement, Contractor will provide Institution with a Certificate of Insurance to confirm compliance with this Section. Prior to the modification, expiration and/or cancellation of insurance coverage, Contractor will secure replacement coverage and provide Institution with a Certificate of Insurance.

9.2 Assumption of Risk. Contractor shall be responsible for performing the work under this contract in a safe, skillful, and workmanlike manner and shall be liable for its own negligence and the negligent acts of his employees. Contractor shall take all precautions necessary for the safety of and prevention of damage to property on or adjacent to the work site, and for the safety of and prevention of injury to persons, including Institution's employees and third persons, on or adjacent to the work site. All work shall be done at Contractor's risk, without regard to fault or allocation of negligence.

9.3 Indemnification By Contractor. Contractor shall, to the fullest extent permitted by law, defend, hold harmless and indemnify the University and its trustees, officers, employees, agents, students and representatives against any and all claims, demands, causes of action or damages, including attorneys' fees, arising out of or relating to any of the obligations undertaken by Contractor in connection with this Agreement, including but not limited to (i) any breach of this Agreement (ii) any misrepresentation made by Contractor; (iii) any willful or negligent act, or failure to act by Contractor, its directors, officers, employees, agents, or representatives; and

(iv) any actual or alleged injury or death to a person and/or loss of or damage to property caused directly or indirectly, wholly or in part by Contractor, its directors, officers, employees, agents or representatives.

9.4 Government Intervention. In the event that a law, act or order of government restricts or prohibits the provision of Services, Institution shall be entitled to a credit of any fees paid to Contractor (as set forth in Appendix A) within 30 days of Contractor's failure to provide such Services, or such other period of time as may be specifically provided by law.

9.5 Contractor shall maintain workers' compensation insurance in accordance with Illinois State requirements. Neither Institution nor Institution's workers' compensation insurance shall cover Contractor or Contractor's employees or agents for any injuries or harm incurred by Contractor or Contractor's employees or agents while performing services under this Agreement.

ARTICLE 10 LEGAL COMPLIANCE

10.1 Compliance with Laws and Regulations. Institution and Contractor covenant with each other that in carrying out their respective duties and obligations under this Agreement, they will comply with all Federal, State and Local applicable laws, rules, regulations, ordinances, and statutes. Contractor further covenants that it has reviewed Appendix B (Institution Memorandum to Contractors on the Illinois Abused and Neglected Child Reporting Act) and will abide by the requirements set forth therein.

10.2 Non-Discrimination/Civil Rights. Each party shall abide by all applicable federal, state and local civil rights laws and the regulations thereto, as well as executive orders, as may be promulgated or amended from time to time, including but not limited to Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Americans with Disabilities Act ("ADA"), the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. Neither party will discriminate against any individual because of his or her race, color, religion, sex, national origin, ancestry, age, order of protection status, marital status, physical or mental disability, military status, sexual orientation, or unfavorable discharge from military service.

ARTICLE 11 RECORDS

11.1 Maintenance of Records. Contractor will maintain any books, documents or other records pertaining to this Agreement in a form consistent and in compliance with confidentiality provisions of applicable federal and state laws and regulations. Contractor agrees to preserve the full confidentiality of records and protect from unauthorized disclosure all information, records, and data collected under this Agreement.

ARTICLE 12

CONFIDENTIALITY OF PROPRIETARY INFORMATION

12.1 Maintenance of Confidentiality. Contractor recognizes that in the course of performing Services under this Agreement, it may be exposed or become aware of information and materials related to Institution's operations, which are confidential to Institution and proprietary in nature. Such confidential information includes, but is not limited to: personnel records, student records, medical records, and/or certain proprietary and management information products, academic and/or scientific research, processes, know-how, designs, improvements, techniques, computer programs, data bases, trade secrets, business plans, and financial information. Contractor agrees to receive, protect and preserve and hold in trust, and not to disclose such information to third parties without Institution's prior written authorization.

12.2 Employees and Agents. Contractor agrees that any employees or agents assigned to perform Services under this Agreement or who otherwise have access to such information will be made aware of the confidential nature of such information. Contractor agrees to ensure that its employees and agents comply with any applicable federal and state rules and regulations. To the extent the Services under this Agreement allow Contractor access to the Institution's education records and/or protected health information, Contractor agrees to comply with the applicable provisions of the (i) Family Educational Rights and Privacy Act of 1974, as amended, and the regulations thereto, and (ii) the Health Insurance Portability and Accountability Act and the Health Information Technology for Economic and Clinical Health Act of 2009, each as amended, and the regulations thereto, and take all measures necessary to ensure the confidentiality of such information to which Contractor had access pursuant to the terms of this Agreement..

12.3 Upon termination of this Agreement, Contractor shall return all such information in Contractor's possession to Institution.

ARTICLE 13

INDEPENDENT CONTRACTOR

13.1 Independent Contractor Status. It is the express intention of the parties that the relationship between Contractor and Institution under this Agreement will be construed and deemed to be that of an independent contractor. Nothing in this Agreement shall be construed to create a partnership, joint venture, employer-employee or principal-agent relationship between the parties, nor will the parties hold themselves out as being a partnership, joint venture, employer-employee or principal /agent relationship. As between Institution and Contractor, except as specified herein, each has full, complete, absolute and sole authority and responsibility regarding its own operations; and none shall have any direction or control over the manner or means by which any other performs its obligations except as specified herein.

13.2 As an independent contractor, Contractor is not entitled to participate in any benefits provided to its employees by Institution, including but not limited to pension plans, bonus, stock, or similar benefits.

13.3 Contractor is not Institution's employee, and Contractor is solely responsible for paying all state and federal taxes and contributions as required by law. In particular:

- Institution will not withhold FICA (Social Security) from Contractor's payments;
- Institution will not make state or federal unemployment insurance contributions on Contractor's behalf, and such payments are solely Contractor's responsibility;
- Institution will not withhold state or federal income tax from payments to Contractor, and such tax payments are solely Contractor's responsibility;
- Institution will not make disability insurance contributions on behalf of Contractor or its employees, and such contributions are solely Contractor's responsibility;
- Institution will not obtain workers' compensation insurance on behalf of Contractor or its employees, and maintenance of such insurance is solely Contractor's responsibility.

13.4 Employees and Agents. Contractor shall have the right to employ such employees and agents as deemed necessary and appropriate to carry out the Services under this Agreement, subject to the following:

13.4.1 Requirement of Drug-Free Workplace. Contractor hereby agrees that it and its employees or agents who perform Services under this Agreement for or on behalf of Institution shall comply with Institution's Drug-Free Workplace Policy.

13.4.2 OSHA Requirements. Contractor agrees to comply and to require its employees or agents to comply with all applicable OSHA requirements. Contractor is responsible for any fines, liability or other penalties arising from violation of 13.4.4 by Contractor or its employees or agents

ARTICLE 14 ADVERTISING

14.1 Institution and Contractor agree to provide and obtain, in advance, the other party's written approval of all advertising and promotional materials, both written and broadcast, which refer to the other party. No reference of the other party shall be made in any materials unless prior written approval is obtained.

ARTICLE 15 NON-EXCLUSIVITY

15.1 The parties enter into this Agreement on a nonexclusive basis.

15.2 Contractor and Institution shall retain the right to contract with others for similar Services during the term of this Agreement.

ARTICLE 16
NOTICES

16.1 Any notice, demand or communication required, permitted or desired to be given under this Agreement will be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, addressed as follows:

If for Institution: Physical Plant, 303 E. Emerson St, PO Box 2900, Bloomington IL 61702

If for Contractor: _____

ARTICLE 17
MISCELLANEOUS

17.1 Entire Agreement. This Agreement contains all the terms and conditions agreed upon by the parties hereto regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

17.2 Modifications. This Agreement constitutes the entire understanding between the parties hereto, and no changes, amendments, or alterations shall be effective unless agreed to in writing by both parties.

17.3 Invalidity or Non-enforceability. The invalidity or non-enforceability of any terms or provisions hereof shall in no way affect the validity or enforceability of any other term or provision.

17.4 Choice of Law. This Agreement shall be interpreted in accordance with the laws of the State of Illinois. Unless waived by both parties, venue for any action to enforce or interpret the provisions of this Agreement shall be in McLean County, Illinois.

The parties hereby acknowledge and agree the each has read, understood and agrees to each of the terms of this Agreement as set forth above and in each Exhibit attached hereto.

Date: _____ (Signature of Agent for [CONTRACTOR])

[CONTRACTOR]) (Printed Name of Agent for

Date: _____ (Signature of Institution Official)

(Printed Name of Institution Official)

Appendix A

Institution hereby contracts for the following Services to be performed by Contractor to :
[SELECT AND/OR DESCRIBE]

☒ Trade Services, including: (SPECIFY painting, electrical work, plumbing, mechanical, etc.)

☐ Temporary employees for: (SPECIFY: clerical, facilities management, etc.)

☐ Other:

In exchange for provision of the above-Services, Institution shall pay Contractor as follows: **Attach Bid Proposal to this Appendix A. The attached Bid Proposal becomes part of this Appendix.**

This Appendix is hereby incorporated into the Agreement for Services between Illinois Wesleyan University AND [CONTRACTOR]



To: Vendors and Contractors

From: Daniel P. Klotzbach, VP for Business and Finance *DPK*

Re: The Abused and Neglected Child Reporting Act

Date: September 2012

I want to bring to your attention new legislation that was passed this summer that impacts all vendors and contractors of IWU. On June 27, 2012, the Governor signed into law an amendment to The Abused and Neglected Child Reporting Act ("Act") which expanded the definition of mandatory reporters. The amended definition of mandatory reporters was expanded to include **"personnel of institutions of higher education."** The use of the word "personnel" instead of "employees" indicates that the legislature intended the provisions of the statute to be far reaching. IWU has interpreted the above-highlighted language to apply to all University vendors and contractors meaning that when such vendors and contractors are performing work for the University they are now considered to be mandatory reporters under the Act.

The Illinois Abused and Neglected Child Reporting Act was originally passed on June 26, 1975. The purpose of the Act is to facilitate the role of the Department of Children and Family Services ("DCFS") in protecting the health, safety, and best interests of children in all situations in which a child is vulnerable to child abuse or neglect. The Act identifies those individuals who are required to report known or suspected instances of child abuse or neglect to the DCFS.

Under the requirements of the Act, any mandatory reporter that has "reasonable cause to believe that a child known to them in their professional or official capacity may be an abused child or neglected child shall immediately report or cause a report to be made to the DCFS." All reports are required to be made to the child-abuse hotline number (1-800-252-2873). The report required by this Act shall include, if known, the name and address of the child and his parents or other persons having his custody; the child's age; the nature of the child's condition including any evidence of previous injuries or disabilities; and any other information that the person filing the report believes might be helpful in establishing the case of such abuse or neglect and the identity of the person believed to have caused such abuse or neglect. Any person participating in good faith in the making of a report or referral under the Act, except in cases of willful or wanton misconduct, shall have immunity from any liability, civil, criminal or that otherwise might result by reason of such actions.

It is the University's expectation that all vendors and contractors will familiarize themselves with the Act and will conform to all requirements of the Act. Thank you for your attention to this important matter.

VICE PRESIDENT FOR BUSINESS AND FINANCE