



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

DATE: March 30, 2010

**RFP 15-10**  
TO BE OPENED ON  
**April 13, 2010**

**\*\*\*IMPORTANT\*\*\*  
SHOW "RFP 15-10"  
ON OUTSIDE OF  
MAILING ENVELOPE**

**REQUEST FOR PROPOSAL (RFP)  
AUDITORIUM SEATING ROOM 2-105  
RFP 15-10**

Pursuant to the provisions of Section 3-27.1 of the Illinois Public Community College Act and rules and regulations adopted thereunder, sealed proposals subject to the conditions and requirements made a part hereof **will be received until 2:00 p.m. local time, on Tuesday, April 13, 2010, in the Purchasing Office at Black Hawk College, Quad Cities Campus, located at 6600 34<sup>th</sup> Avenue in Building One, Second Floor, Room 282, then opened publicly, read aloud and recorded at that time, in the Black Hawk Room at Black Hawk College, Quad Cities Campus, located at 6600 34<sup>th</sup> Avenue in Building One, Second Floor, Room 255** for furnishing the goods or services described below, to be delivered or performed in at the location stated. Whether or not a proposal is timely shall be determined by reference to the clock located in the Purchasing Office of the College, and the determination of whether or not a proposal is timely in accordance with that clock shall be at the sole discretion of the Black Hawk College Purchasing Office and Board of Trustees, whose decision on that issue shall be final.

**REFER INQUIRIES TO: MIKE MELEG  
BLACK HAWK COLLEGE  
6600 34<sup>th</sup> AVENUE  
MOLINE IL 61265**

**TELEPHONE: (309) 796-5002**

**EMAIL ADDRESS: melegm@bhc.edu**

**FIRM INFORMATION:**

**Contact:**

**Company:**

**Address:**

**City/State/Zip:**

**Telephone:**

**Fax Number:**

**Email Address:**

**GENERAL**

Proposals are subject to the attached Standard Terms and Conditions.

**USING DEPARTMENT**

Quad Cities Campuses

## **SCOPE OF PROJECT**

Black Hawk College (BHC) is seeking proposals from vendors to provide, deliver, and install lecture room seating in the Auditorium, Room 2-105, of the Quad Cities Campus, 6600 34<sup>th</sup> Avenue, Moline, Illinois, 61265. Vendor will be responsible for disposing of all waste in an environmentally friendly manner. Use of the College's dumpsters shall be forbidden.

## **MANDATORY PRE-PROPOSAL MEETING**

A MANDATORY Pre-Proposal meeting will be held at **2:00 pm, Friday, April 9, 2010**, in the Black Hawk Room at Black Hawk College, Quad Cities Campus, located at 6600 34<sup>th</sup> Avenue in Building One, Second Floor, Room 255. The Pre-Proposal meeting shall be the only opportunity the Vendor has to raise any questions, exceptions, or additions they have concerning the work or this RFP document. If a Vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Vendor shall raise these issues at the meeting.

## **SITE VISIT**

If desired, the Vendors will have the opportunity to view the Auditorium at the Quad Cities Campus during the Pre-Proposal Meeting.

## **TIME TABLE**

<b>DATE</b>	<b>EVENT</b>
March 30, 2010	Mailing of Request for proposal RFP 15-10
April 9, 2010	Pre-Proposal Meeting at Quad Cities Campus at 2:00 p.m.
April 13, 2010	Proposals due at 2:00 p.m.
April 15, 2010	Anticipated Board of Trustees Approval
April 16, 2010	Anticipated Award of Agreement, Purchase Order Issued
May 20, 2010	Installation to begin no earlier than
August 20, 2010	All delivery and installations complete, no later than

## **SPECIAL PRICING**

BHC is currently a member of the following consortiums: Educational & Instructional (E & I) Cooperative; Illinois Community College System Procurement Consortium (ICCSPC); US Communities Government Purchasing Alliance; Illinois Public Higher Education Cooperative (IPHEC); and the Illinois Department of Central Management Services (CMS). Please take all of this into consideration, and submit your proposals based on the program that would be most cost effective for BHC.

## **DELIVERY AND INSTALLATION**

All proposals shall include installation and delivery costs as well as any applicable storage costs incurred due to possible changes in the College's completion date.

Delivery is needed no earlier than May 20, 2010, with installation to be completed no later than August 20, 2010.

Vendor will be expected to work closely with Black Hawk College to coordinate delivery and installation.

**PROPOSAL PRICING**

Pricing shall be inclusive of all costs:

<b>RFP 15-10, AUDITORIUM SEATING ROOM 2-105</b>	
<b>GRADE 1 FABRIC</b>	<b>\$</b>
<b>GRADE 2 FABRIC</b>	<b>\$</b>
<b>GRADE 3 FABRIC</b>	<b>\$</b>
<b>GRADE 4 FABRIC</b>	<b>\$</b>
<b>GRADE 5 FABRIC</b>	<b>\$</b>
<b>GRADE 6 FABRIC</b>	<b>\$</b>

**TIME REQUIREMENTS:**

**(A) PLEASE STATE THE EARLIEST DATE THAT INSTALLATION WORK CAN BEGIN:**

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**(B) PLEASE STATE THE LATEST DATE THAT INSTALLATION WORK WILL BE COMPLETED:**

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COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

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CITY, STATE, ZIP \_\_\_\_\_

## **SPECIFICATIONS**

The College has selected specific furniture to be purchased, and substitutions to these specifications will NOT be accepted. The College reserves the right to add or delete items where it is deemed appropriate.

All furniture shall be manufactured by American Seating Company of Grand Rapids, Michigan

Black Hawk College reserves the right to make final adjustments to the quantities, styles and fabric choices before ordering.

### **PART 1: GENERAL**

#### **1.01 Section Includes:**

- A. Fixed seating and tables for auditoriums where multiple seating is required.

#### **1.02 Related Documents:**

- A. See attached floor layout.
- B. See attached component selections.

#### **1.03 Description of Work:**

- A. Provide all labor, materials, necessary equipment and services to complete the installation of the multiple seating and tables as indicated on the drawings or as specified herein or both.

#### **1.04 Performance:**

- A. Field performance shall be demonstrated by providing a list of not less than five (5) installations of similar specifications that have been in service for a minimum period of five (5) years.

#### **1.05 Submittals:**

- A. Complete Plan: Submit drawings fully describing the plan developed from the drawings included. Include details of all tables and chairs, sizes, widths, anchorage and accessories.

#### **1.06 Quality Assurance:**

- A. All component parts of the product are to be made under direct control of the manufacturer. Utilize testing and inspection procedures to assure uniform high quality component parts and finished product.

### **PART 2: PRODUCT**

#### **2.01 Acceptable Manufacturer:**

- A. Manufacturer: American Seating Company
- B. Product: Focus Eko

#### **2.02 Description:**

- A. The product to seat 61 persons is a pedestal support table with upholstered chair toppers. The table supports shall be attached to the floor and have up to two chairs, each mounted on cantilevered beams with a self-return pivot mechanism. Each chair is supported by height adjustable cylinders with 360 degree rotation which returns to the original position

when unoccupied. The tables are designed to be used in connecting table sections to form continuous straight rows.

- B. The product to seat 4 persons is an adjustable height table that is ADA compliant. The table supports shall be attached to the floor. The table is designed to be used in connecting table sections to form a continuous straight row.

### **2.03 Construction:**

#### **A. Chair Upper:**

##### **1. Back:**

a. Upholstered Back consists of 2.5" thick molded polyurethane foam bonded to a formed, structural plywood inner panel. Foam has a density of 3.0 lbs. per cubic foot and 21 lbs. Indentation Force Deflection (IFD). The cushion is covered with fabric that is tightened with a draw string and stapled to the backside of the structural support. Both foam and upholstery shall meet Cal TB 117 for flammability. The outer portion of the back is covered with a molded thermoplastic, textured, color permeated shell that covers all foam, draw string, staples and fabric edges. Outer back plastic cover is black in color. Back height is 25" high back and adjustable through an internal back height adjustment ratchet through 3" of range, in 0.5" increments.

##### **2. Seat:**

a. Seat consists of 3" thick molded polyurethane foam bonded to a formed, structural plywood inner panel. Foam has a density of 3.0 lbs. per cubic foot and 26 lbs. Indentation Force Deflection (IFD). Foam is contoured for comfort with an upswept rear edge and waterfall front edge. The cushion is upholstered with either fabric or vinyl that is tightened with draw strings and stapled to the underside of the structural inner panel. Both foam and fabric shall meet Cal TB 117 for flammability.

##### **3. Chair Control:**

a. Swivel-Tilt chair control made from 12 gauge steel. Control has separate fingertip control levers for adjustment of seat / back angle. Controls can be locked in place or left in the free float detent position. Seat tilt tension is adjusted with a finger knob below the seat. Seat is attached to the chair control through the use of (4) ¼-20 Allen head bolts inserted into T-nuts in the seat structural inner panel.

##### **4. Chair Fabrics:**

a. Final fabric choices to be determined. Please propose pricing based on all grades of fabrics available.

#### **B. Pedestal Table and Chair Support:**

- 1. The support consists of an 11 gauge flat oval steel tube 1.60" x 3.89" welded to a ¼" thick steel floor attachment plate 8" x 5.5". The upper portion of the tube shall be canted forward at approximately 30 degrees. Die-formed steel adjustable top brackets shall be bolted to the top end of the tube allowing for final field adjustment. A cast ductile iron pivot bracket shall be inserted into the lower vertical section of the table leg and securely fastened by two heavy machine screws. Up to two cantilevered tubular steel chair support arms with steel pivot housings at one end shall be attached, using 0.75" solid steel pins, to the cast iron pivot bracket. The opposite end of the cantilever arm has a tubular steel tapered sleeve welded to the arm which accepts a height adjustable 360 degree swivel cylinder with self-return-to-center feature. The cylinder will adjust 2" in height and automatically raises the chair to its highest and centered position when unoccupied providing a consistent appearance. The pivot mechanism provides smooth accurate forward storage of the chairs when unoccupied.

2. The entire unit shall be designed to provide at least 30" center-to-center spacing between the chairs when occupied.
3. Chair Fabrics:
  - a. Final fabric choices to be determined. Please propose pricing based on all grades of fabrics available.

C. Task Chairs:

1. Seating for 4 persons shall be eko High Back Upholstered task chair.
2. Dimensions: Seat: 20" Width, 18.5" Depth, High Back: 26.25" Height, 21" Width, Arm Height: 3" of range from 7.1" to 10.1" above seat height, Arm Width: 2.75" of range from 16" to 18.75" between arm pads, Seat Height: Swivel-tilt mechanism has 5" range; Multifunction mechanism has 4" range Seat Angle: Angle is adjustable between 2 degrees forward, and 15 degrees rearward for 17 degrees of total angle adjustment. Seat is lockable at any point within the range.
3. Options: Swivel-tilt mechanism: Includes seat height, seat tension, seat and back tilt as a unit, and upright tilt lock/unlock adjustments. Base color: Black. Include optional carpet casters.
4. Chair Fabrics:
  - a. Final fabric choices to be determined. Please propose pricing based on all grades of fabrics available.

D. Table Top:

1. Tables are custom manufactured to the specific room size for each project. Table configurations are straight. Table end corners shall have 0.12" radius for edge specified below.
2. The table top shall be 1-1/4" thick consisting of a 45 lb/cu ft density particle board core to which a .050" high pressure laminate has been bonded to the top surface with a .050" backing sheet bonded to the bottom surface for a balanced construction.
3. Edges of the table top shall be 1" x 1 1/4" Radial Wood, Light Cherry on Maple finish.
4. Wood spline and tight joint fasteners shall be used to join adjacent table surfaces forming a continuous table top.
5. Laminate shall be Cloud Nebula.

**2.04 Finish:**

- A. Chair Frame: The frame will be powder coated black.
- B. Chair Fabric: Final fabric choices to be determined. Please propose pricing based on all grades of fabrics available.
- C. Wood Parts Edges:
  1. All exposed surfaces shall be coated with lacquer of sufficient film depth to afford adequate protection in use - color as selected above.
- D. Cast Iron Parts:
  1. Cast iron standards shall be provided with a black hybrid epoxy powder coat. Finish treatment will be done using the following procedure:
  2. Pre-final finish cleaning in a 7-stage bonderizing process.
  3. Powder coat finishing of parts in an electrostatic system.
    - a. Parts shall be coated with a thermosetting epoxy powder.
    - b. Cured powder coat to have dry film thickness of 1.0 to 2.0 mils.
    - c. Parts shall be high temperature cured in a gas fired convection oven.

- d. Cured powder coat must pass; ASTM D3363-74 Hardness 2H, ASTM D2794-69 Impact Resistance 120 in-lbs without cracking, ASTM D522-60 Flexibility no cracking or loss of adhesion, ASTM B117-73 Salt Spray 144 hours with no corrosion, ASTM D1654-79a Salt Spray maximum 1/8" creep from scribe line, ASTM D3359-83 Adhesion 5B, ASTM G53-96 Light Resistance 48 hour exposure with no chalking, 75% gloss retention and color change less than 1.5 deltaE CIE and Hoffman Scratch Hardness Tester no substrate appearance with 1,000 gram load.
- E. Steel Parts: Shall be provided with a hybrid epoxy powder coat using the following procedure:
1. Cleaning in a 7-stage bonderizing process.
  2. Powder coat finishing of parts in an electrostatic system.
    - a. Parts shall be coated with a thermosetting epoxy powder.
    - b. Cured powder coat to have dry film thickness of 1.0 to 2.0 mils.
    - c. Parts shall be high temperature cured in a gas fired convection oven.
    - d. Cured powder coat must pass; ASTM D3363-74 Hardness 2H, ASTM D2794-69 Impact Resistance 120 in-lbs without cracking, ASTM D522-60 Flexibility no cracking or loss of adhesion, ASTM B117-73 Salt Spray 144 hours with no corrosion, ASTM D1654-79a Salt Spray maximum 1/8" creep from scribe line, ASTM D3359-83 Adhesion 5B, ASTM G53-96 Light Resistance 48 hour exposure with no chalking, 75% gloss retention and color change less than 1.5 deltaE CIE and Hoffman Scratch Hardness Tester no substrate appearance with 1,000 gram load.

## 2.05 Options

### A. Modesty Panels:

1. The laminate modesty panel shall consist of 1/2" thick 5 ply plywood core with 0.05" high pressure laminate bonded to the front surface and 0.05" backer bonded to the back surface. Exposed edges are finished with vinyl edge banding. Modesty panels are 15" height. Panel is secured to the table top with steel brackets. Back side of curved modesty panels are kerf cut to accommodate curved rows. The laminate modesty front surface is provided in a:
  1. Laminate shall be Wild Cherry

### B. Aisle End Panels:

1. The laminate aisle end panel shall consist of 1/2" thick 5 ply plywood core with 0.05" high pressure laminate bonded to the front surface and 0.05" backer bonded to the back surface. Exposed edges are finished with vinyl edge banding. End panels are 15" to accompany modesty panel heights. Panel is secured to the table top with steel brackets. The laminate aisle end front surface is provided in a satin smooth surface.
  2. Laminate shall be Wild Cherry

## 2.06 Test Procedures and Requirements

### A. Drop Impact Test to Top:

1. Table pedestals shall be securely anchored to the floor. A 200 lb. sand bag shall be dropped from a 2" height onto the center of the table top midway between adjacent pedestals, with deflection not to exceed 1/4" with the load remaining on the top. With the load removed, there shall be no permanent deflection or damage to the top or supporting structure.

2. Vertical Static Load to Cantilevered Top:

A 300 lb. static load shall be applied to the end of a cantilevered top 27" from the pedestal. There shall be no permanent distortion of the top, the structure or loosening of fasteners.

B. Drop Impact to Seat:

1. The seat shall be swung out to the fully extended position. A 100 lb. bag shall be dropped 24" onto the center of the seat. The seat and supporting structure shall withstand this impact without damage. A drop impact shall be imposed on the center of the seat by a 40 lb. cylindrical bag. The chair shall be subjected to 1,000 impacts each through 4", 6", 8", and 10" drops at 18 drops per minute. Chair shall withstand this test without any structural failure that will impair its usefulness.

C. Horizontal Static Load to Back:

1. With the chair swivel and swing arm locked to prevent movement, a horizontal load shall be applied to the top center of the back. The chair shall withstand a forward force of 250 lbs. and a rearward force of 250 lbs. with permanent set not to exceed 1/2".

D. Swinging Arm Test:

1. A 200 lb. load shall be placed on the seat. The arm shall be swung through its full travel arc 50,000 times. There shall be no failure of bearings or of the return mechanism.

### **PART 3: INSTALLATION, EXECUTION, AND WORKMANSHIP**

**3.01** Preparation of site shall be by the Black Hawk College or their Contractor. Any deviation of site conditions contrary to approved shop drawings shall be called to the attention of the Installer.

**3.02** Delivery to the job site shall be coordinated between the Installer and Black Hawk College. Proper storage of the product before installation and continued protection during and after the installation shall be the responsibility of the Installer.

**3.03** Installation shall be by an authorized factory trained installer, or by a capable superintendent under whose direction the installation is to be performed in a manner satisfactory to the dealer, owner or both.

**3.04** Installation will be in accordance to the approved seat plan and drawings.

**3.05** The complete installation of the product as called for, and detailed on the drawings, shall be provided in strict accordance with the drawings and manufacturer's standard specification, instructions and recommendations.



## **SUPPLIMENTAL INFORMATION**

### **1. GENERAL**

Black Hawk College invites you to submit a proposal for the following: AUDITORIUM SEATING ROOM 2-105, RFP 15-10.

Sealed proposals addressed to Mike Meleg, Purchasing, 6600 - 34<sup>th</sup> Avenue, Moline, Illinois, 61265 and marked with proposal RFP 15-10 are due not later than 2:00 p.m. local time on Tuesday, April 13, 2010. Unsigned or late proposals will not be considered.

### **2. SPECIFICATIONS**

Vendors are required to adhere to the enclosed specifications and drawings. The mandatory Pre-Proposal meeting is the only opportunity to discuss the specifications

### **3. ERRORS AND OMISSIONS**

All documents shall be completed as requested by the College. No claim for errors or omissions in the proposal will be considered. Vendors will be held strictly to the proposal as submitted. Proposals may be withdrawn in writing, facsimile, or in person prior to the closing date and time. No proposal may be withdrawn for a period of **ninety (90)** days following the opening of the proposals.

### **4. COMPLETENESS AND COMPLIANCE**

Proposals will be reviewed for completeness and compliance with all requests and requirements, including proposal instructions, specifications, and terms and conditions of the Proposal. Proposals that fail to comply with the essential requests and requirements of the RFP may be rejected as non-responsive and eliminated from further consideration.

### **5. COMPLIANCE WITH LEGISLATION**

Vendor's signature shall be construed as acceptance of, and willingness to comply with, all laws of the State of Illinois, including but not limited to, prevailing wages of laborers, preference to citizens of the United States and residents of the State of Illinois, discrimination and intimidation of employees, including Executive Order #11246. Provision of said acts are hereby incorporated by reference and become a part of this proposal and specifications.

### **6. PREVAILING WAGE**

Vendor's signature shall be construed as acceptance of; and willingness to comply with, all provisions of the Illinois Compiled Statutes, Chapter 820, 130/1-130/12, Employment Wages and Hours Prevailing Wage Act. All laborers, workmen and mechanics engaged in construction will be paid not less than the "Prevailing Wage." The Vendor further agrees to provide a copy of the certified payroll to the Facilities Superintendent.

### **7. FIRM PRICES**

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

## **8. EVALUATION, ACCEPTANCE, NEGOTIATIONS, AND AWARD**

Black Hawk College reserves the right to negotiate with any Vendor considered qualified or to make an award without further discussions. The College highly recommends that a Vendor's initial proposal reflect Vendor's terms most favorable to the College. Financial as well as other factors will be considered in the evaluation. Proposals from the Vendor should be submitted to Black Hawk College in the most favorable terms possible from the standpoint of cost. Although cost is an important factor, the College is not obligated to award the agreement solely on the basis of lowest cost and reserves the right to use other subjective criteria and will make the award as best suits the interests of the College. Perceived inadequacy in any area may disqualify a proposal.

Black Hawk College reserves the right to accept or reject any or all proposals or parts thereof, and waive any irregularities. The College reserves the right to request additional information or clarification on any matter included in the proposal. Upon selection of the Vendor, Black Hawk College and the Vendor will enter into an appropriate agreement setting forth the terms and conditions of the parties' rights and obligations. Such agreement will substantially follow the terms set forth herein except that Black Hawk College reserves the right to make changes.

The College will not pay for any information requested nor is it liable for costs incurred by the Vendor in responding to this request. Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal are not necessary or desired.

## **9. ACKNOWLEDGEMENTS OF ADDENDA**

Signature of company official on original document shall be construed as acknowledgment of receipt of any and all addenda pertaining to this specific proposal. Identification by number of addenda and date issued should be noted on all proposals submitted.

## **10. LAWS AND ORDINANCES**

In execution of the work, the Vendor shall comply with applicable state and local laws, ordinances and regulation, and OSHA standards.

## **11. DAMAGES AND NEGLIGENCE**

The Vendor shall protect, indemnify and hold harmless Black Hawk College, its employees and Black Hawk College Board of Trustees against any liability claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of occupancy, use, service, operations, or performance of work in connection with the agreement, resulting in whole or in part from the negligent acts or omissions of the Vendor.

## **12. SUPERVISION OF WORK**

The Vendor shall report directly to the Quad Cities Campus Facilities Superintendent, or his designee for all aspects of the installation work.

## **13. WARRANTY**

Manufacturer's Warranty. Provide a standard, printed warranty from the manufacturer agreeing to repair or replace unsatisfactory defective materials. If the product fails to perform as warranted when properly installed and maintained, the defective materials will be repaired or replaced at the expense of the manufacturer.

Vendor's Warranty. Vendor to provide a written warranty that guarantees the installation to be free from defects in materials and workmanship for a period of one year after job completion

#### **14.INSURANCE**

Prior to beginning any work at any Black Hawk College location, facility, or property, the Vendor shall furnish a Certificate of Insurance evidencing the existence of the following coverages:

- A. Commercial General Liability
  - 1. General Aggregate Limit - \$2,000,000
  - 2. Products – Completed Operations Aggregate Limit - \$2,000,000
  - 3. Personal and Advertising Injury Limit - \$2,000,000
  - 4. Each Occurrence Limit - \$1,000,000
- B. Automobile Liability
  - 1. Each Accident - \$1,000,000.
- C. Workers Compensation - Statutory
- D. Employers Liability
  - 1. Bodily Injury By Accident - \$500,000 each accident
  - 2. Bodily Injury By Disease - \$500,000 each employee
  - 3. Bodily Injury By Disease - \$500,000 policy limit

Black Hawk College, its employees and Black Hawk College Board of Trustees shall be named as Additional Insureds with respect to Commercial General and Automobile Liability Coverages. The Certificate shall provide not less than 30 days advance notice in writing in the event of change or cancellation. The Vendor's insurance carrier shall waive subrogation; such stipulation shall be indicated on the Certificate of Insurance.

#### **15.ASSIGNMENT**

Vendor shall not assign any resultant agreement without the College's prior written consent.

#### **16.INVESTIGATION OF BIDDERS**

The Purchasing Department will make any necessary investigation to determine the ability of the Vendor to fulfill proposal requirements. The Vendor shall furnish such information as may be requested and shall be prepared to show completed projects similar to that of this proposal. Black Hawk College reserves the right to reject any proposal if it is determined that the Vendor is not properly qualified to carry out the obligation of the agreement.

#### **17.INSPECTION**

Upon completion of any work, the College shall reserve the right to make final inspection, and finding the entire work to be in full compliance with all requirements set forth, will accept the work. The Vendor shall maintain all parts of the work at his own expense until final acceptance of the entire work by the College. If any defects or omissions in the work are hidden or concealed at the time of acceptance but become apparent at any time after the final acceptance of the work, the Vendor shall immediately correct and make good the same upon notice by the College, and if the Vendor fails, refuses or neglects to do so, the College may correct and make good the same and the Vendor hereby agrees to pay on demand the cost and expense of doing such work.

## **18.ABOUT YOUR COMPANY**

Please provide a brief information regarding the organizational and ownership structure of your company. Also include information regarding your current annual sales.

Please provide contact information for at least (5) current clients similar in size and/or structure to Black Hawk College.

## **19.PERSONNEL**

Vendor, Contractor and technicians must be qualified and experienced to install specified products. The Vendor's service personnel will at all times be dressed in clean uniforms (clearly identifying their employer) and will observe all regulations in affect upon the College premises.

## INSTRUCTIONS TO VENDORS

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

Purchasing RFP 15-10  
Black Hawk College  
6600 34<sup>th</sup> Avenue  
Moline, IL 61265

2. Proposals submitted via fax or E-mail will not be accepted.
3. Read and comply as applicable with the Standard Terms and Conditions (Attachment B).
4. Two completed original copies of the Execution of Proposal (Attachment C) Form (typewritten or printed and signed in ink) must be submitted with your proposal package.
5. One completed original copy of the Vendor Certification Form (Attachment D) must be submitted with your proposal package.
6. If you will not be responding to this Request for Proposal, the Courtesy "No Proposal" Form (Attachment E) should be filled out and sent to Mike Meleg as directed on the form.
7. One completed original copy of the Guidelines for Contractor and Vendor Disposal of Waste Form (Attachment F) must be submitted with your proposal package.
8. No taxes are to be included in any proposal or proposal price. Generally, states and political subdivisions are exempt from Federal taxes, such as excise and transportation. To the extent any sales, import or other taxes apply they are to be invoiced as a separate item.
9. Bidders are urged to compute all discounts for prompt payment into the proposal prices, with terms of payment to be Net 30 days. Such proposals may receive preference. If a cash discount is proposed and accepted, it will be considered earned if paid within 30 days after receipt of correct invoice or acceptance of goods, whichever is later.
10. Trade discounts, when quoted, should be reduced to a single percentage.
11. Any proposal or bonds signed by an agent or attorney-in-fact shall be accompanied by evidence of authority.
12. It is the Vendor's responsibility to have the proposal correctly marked and in the Purchasing Office by the specified date and time for opening. **NO EXTENSIONS WILL BE GRANTED.**
13. The College will not reimburse the Vendors for any work associated with the submission of this proposal.
14. The College will evaluate all proposals and anticipates it will award an agreement no earlier than April 16, 2010. The College reserves the right to accept and/or reject any or all proposals or parts thereof.

## TERMS AND CONDITIONS (Attachment B)

1. **Acceptance and Rejection:** Black Hawk College reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.
2. **Time for Consideration:** Additional consideration may be given to bids allowing not less than 30 days for review and acceptance.
3. **Resale Price Maintenance:** Black Hawk College opposes resale price maintenance in public bidding, and bid prices based on this or other anticompetitive practice will be subject to appropriate remedies.
4. **Non-Discrimination and Affirmative Action:** The Vendor agrees not to discriminate against any client, employee, or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental, or physical disability with regard to, but not limited to, the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any Vendor who is in violation of this clause or any applicable affirmative action program shall be barred forthwith from receiving awards of any purchase order from the State unless a satisfactory showing is made that discriminatory practices or noncompliance with applicable affirmative action programs have terminated and that a recurrence of such acts is unlikely.
5. **Sexual Harassment:** An amendment to the Illinois Human Rights Act requires eligible bidders for state contracts to implement detailed and specific sexual harassment policies. Every party bidding for and/or obtaining a public contract is required to have written sexual harassment policies that must include, at a minimum, a statement that sexual harassment is illegal, the definition of sexual harassment under state law, a description of sexual harassment (utilizing examples), the party's internal complaint process including penalties, the legal recourse, investigative and complaint process available through the Illinois Human Rights Department and the Commission including directions on how to contact the Department and Commission and the applicability of protection against as provided by the Human Rights Act.
6. **Specifications:** Any deviation from the specification set forth must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefor. Deviations should be explained in detail.
7. **Manufacturer's Names:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for purpose of description and establishing general quality levels. Such references are not intended to be restrictive and equivalent products of any manufacturer may be offered. Determination of equivalency shall rest solely with Black Hawk College.
8. **Information and Descriptive Literature:** Bidders are to furnish all information requested and in the spaces provided on the bid invitation form. Further, as may be specified elsewhere, each bidder must submit with his bid cuts, sketches, descriptive literature, and/or complete specifications covering the products offered. Reference to literature submitted previously does not satisfy this provision. Bids in non-compliance with these requirements will be subject to rejection.
9. **Condition and Packaging:** Unless otherwise defined in the bid invitation or submission, it is understood and agreed that any item offered or furnished shall be new, in current production and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.
10. **Safety Standards:** Manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in accordance with any State or local requirements for labeling or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Engineers for pressure vessels, the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies, or the American Gas Association for gas operated assemblies. Further, all items furnished by the successful bidder shall meet all requirements of the Occupational Safety and Health Act (OSHA) and State, local, and federal requirements relating to clear air and water pollution.
11. **Samples:** Samples may be requested as a part of the solicitation or after the opening of bids. When requested, they are to be furnished as called for, free of expense, and if not destroyed will upon request be returned at bidder's expense. Bidder's request for return of samples must be made not later than the date on which they are furnished. Bidder shall label each sample individually with bidder's name and item number.
12. **Governmental Restrictions:** In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of any item offered on this bid prior to delivery, it shall be the responsibility of the successful bidder to notify the Purchasing Office at once, indicating in his letter the specific regulation which requires such alterations. Black Hawk College reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract.
13. **Award, Payment, and Assignment:** Award will be made to the responsive and responsible bidder whose bid is most economical according to criteria designed in the solicitation. Acceptance is to be confirmed by purchase order issued by or on part of the using agency, including shipping and billing instructions; the using agency is responsible for all payments. Neither the contract nor payments due may be assigned except with prior written approval of Black Hawk College Purchasing Agent.
14. **Performance and Default:** Black Hawk College reserves the right to require performance bond from successful bidder. Otherwise, in case of default on part of the contractor Black Hawk College may procure the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby. The accepted remedies of force majeure will be considered in assessing any contractor default.
15. **Patents:** The contractor agrees to hold and save Black Hawk College, its officers, agents, and employees harmless from liability of any kind, including costs and expenses, with respect to any claim, action, cost, or judgment for patent infringements arising out of purchase or use of equipment, materials, supplies, or services covered by this contract.
16. **Reserved:** (Reserved for including any additional Standard Provisions that may be required.)
17. **Singular - Plural:** Words in the singular number include the plural and these in the plural include the singular, unless the context directs otherwise.
18. **Advertising:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial promotion or advertising without prior approval of Black Hawk College Purchasing Agent.

**EXECUTION OF PROPOSAL**  
**(Attachment C)**

IMPORTANT: PLEASE BE SURE YOUR ENVELOPE IS ADDRESSED AND MARKED:

Purchasing RFP 15-10  
Black Hawk College  
6600 34<sup>th</sup> Avenue  
Moline, IL 61265

I have examined the specifications and instructions included herein and agree, provided I am awarded a agreement within **ninety (90) days of April 13, 2010** to provide the specified items and/or services or work as described in the specifications and instructions for the sum in accordance with the terms stated herein. All deviations from specifications and terms are in writing and attached hereto.

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

SIGNED (IN INK) \_\_\_\_\_

PRINTED NAME \_\_\_\_\_ DATE \_\_\_\_\_

TITLE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

**ACCEPTANCE OF PROPOSAL**

Your proposal is accepted as indicated on this copy.

Date: \_\_\_\_\_ By: \_\_\_\_\_

Purchasing Manager  
Black Hawk College

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

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

Company Name \_\_\_\_\_

By \* \_\_\_\_\_

Address \_\_\_\_\_

City/State/ZIP \_\_\_\_\_

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

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

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





**COURTESY "NO PROPOSAL" FORM  
(Attachment E)**

We respectfully decline submitting a Request for Proposal for:

**AUDITORIUM SEATING ROOM 2-105  
RFP 15-10**

Due to:

- \_\_\_\_\_ Previous Commitments  
\_\_\_\_\_ Unable to supply services requested  
\_\_\_\_\_ Other (please specify below)
- 

Contact Person: \_\_\_\_\_

Company Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State and Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**Vendors who do not submit a Request for Proposal or who do not return this "No PROPOSAL" form may be removed from our Vendor list for these services. Please send this form to:**

**Mike Meleg  
Purchasing Manager  
Black Hawk College  
6600 34<sup>th</sup> Avenue  
Moline, IL 61265**

**Phone: (309) 796.5002  
Fax: (309) 796.0838  
Email: melegm@bhc.edu**

**GUIDELINES FOR CONTRACTOR AND VENDOR DISPOSAL OF WASTE  
(Attachment F)**

Black Hawk College is seriously committed to recycling, and the College expects its Contractors and Vendors to share this commitment as well.

All construction debris generated by Contractor/Vendor, as well as all packaging material (cardboard, banding, shipping crates, etc.), must be removed from the Black Hawk College site by the Contractor/Vendor and disposed of in an environmentally-friendly manner (e.g. recycling).

The Contractor/Vendor is responsible for providing its own dumpster; use of the College's dumpster is not allowed.

Your cooperation in recycling and adhering to the disposal of waste guidelines at Black Hawk College is appreciated. Any Contractor or Vendor who intentionally and knowingly disregards these guidelines may be excluded from further proposal considerations.

(Please keep this section for your files.)

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(Please send this section with your proposal.)

**STATEMENT OF AGREEMENT TO CONTRACTOR AND VENDOR DISPOSAL OF WASTE**

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

\_\_\_\_\_  
(Signature – must be in ink)

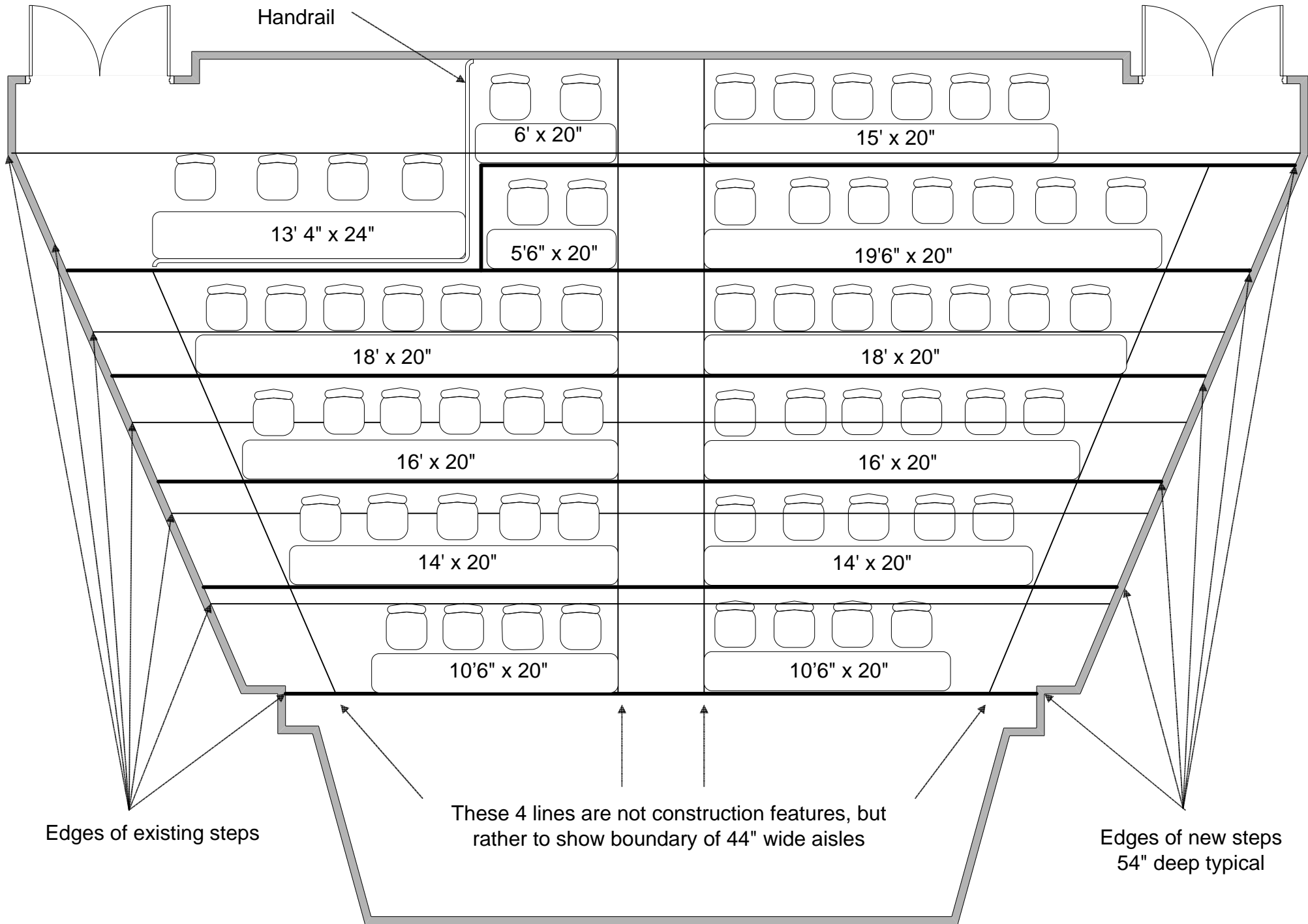
\_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Company)

\_\_\_\_\_  
(Date)

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

- |   |     |    |
|---|-----|----|
| 1. Did you include three (3) hard copies of the proposal pricing, (one original and two (2) copies)?          | YES | NO |
| 2. Did you read and do you agree to all terms and conditions, including Attachment B, in this proposal?       | YES | NO |
| 3. Did you complete and include two (2) completed original copies of the Execution of Proposal, Attachment C? | YES | NO |
| 4. Did you complete and include the Vendors Certification, Attachment D?                                      | YES | NO |
| 5. Did you complete the Courtesy No Proposal Form, Attachment E if you do not plan on participating?          | YES | NO |
| 6. Did you complete and include the Guidelines for Contractor and Vendor Disposal of Waste (Attachment F)?    | YES | NO |
| 7. Did you include the warranty information requested on page 10?   | YES | NO |
| 8. Did you include a brief information about your company as requested on page 12?                            | YES | NO |
| 9. Did you include the Field Performance information requested on page 4 (part 1.04)?                         | YES | NO |



61 Seats Focus Eko Swing away, plus (1) Focus fixed table and (4) Eko fully upholstered chairs (ADA recoverable)




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**COMPONENT COLOR AND FABRIC SELECTIONS**

**Work Surface**

SURFACE: Cloud Nebula  
 TABLE EDGE: 1" x 1 1/4" Radial Wood  
 TABLE EDGE COLOR: Light Cherry on Maple  
 TABLE LEGS: Swing Away

**Seating Option**

MODEL: eko , Upholstered High-back  
 FABRIC: Cadet  
 PLASTIC: Not Selected  
 PAINT: Not Selected

**Additional Features**

MODESTY PANEL: 15" Smooth  
 MATERIAL: Wild Cherry  
 PRIVACY SCREEN: Not Selected  
 MATERIAL: Not Selected  
 AISLE LIGHT: Not Selected  
 MODULAR POWER: Not Selected

401 American Seating Center  
 Grand Rapids, MI 49504-4499  
 (616) 732-6600  
 (800) 748-0268  
[www.americanseating.com](http://www.americanseating.com)

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Printed colors are representative of color offerings, actual material samples should be obtained for final finish and fabric selections.

Please contact an American Seating sales representative or fabric supplier for additional information.

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**COMPONENT COLOR AND FABRIC SELECTIONS**

**Work Surface**

SURFACE: Cloud Nebula  
 TABLE EDGE: 1" x 1 1/4" Radial Wood  
 TABLE EDGE COLOR: Light Cherry on Maple  
 TABLE LEGS: Fixed

**Seating Option**

MODEL: Not Selected  
 FABRIC: Not Selected  
 PLASTIC: Not Selected  
 PAINT: Not Selected

**Additional Features**

MODESTY PANEL: 15" Smooth  
 MATERIAL: Wild Cherry  
 PRIVACY SCREEN: Not Selected  
 MATERIAL: Not Selected  
 AISLE LIGHT: Not Selected  
 MODULAR POWER: Not Selected

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