



**PURCHASING DEPARTMENT  
6600 34<sup>TH</sup> AVENUE  
MOLINE, IL 61265**

DATE: May 1, 2013

**TO BE OPENED ON  
June 4, 2013  
RFP 22-13**

**\*\*\*IMPORTANT\*\*\*  
SHOW "RFP 22-13"  
ON OUTSIDE OF  
MAILING ENVELOPE**

**REQUEST FOR PROPOSAL (RFP)  
PURCHASE OF (1) FOURIER TRANSFORM INFRARED (FTIR) SPECTROMETER  
AND (1) GAS CHROMATOGRAPH (GC)  
RFP 22-13**

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, June 4, 2013, in the Finance Office at Black Hawk College Quad Cities Campus, located at 6600 34<sup>th</sup> Avenue in Building One, Second Floor, Room 244, then opened publicly, read aloud and recorded at that time, in Room 249** for furnishing the goods or services described below, to be delivered or performed at the location(s) 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**

**VENDOR 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**

East Campus Science

## **PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)**

Black Hawk College (BHC) is soliciting bids for the purchase of one (1) brand new Fourier Transform Infrared (FTIR) Spectrometer and one (1) brand new Gas Chromatograph (GC). Bids for used or refurbished equipment will not be accepted.

## **DELIVERY ADDRESS**

Black Hawk College East Campus, 26230 Black Hawk Road, Galva, Illinois 61434

## **QUESTIONS**

All questions or requests for clarification shall be directed to Mike Meleg via e-mail: [melegm@bhc.edu](mailto:melegm@bhc.edu) no later than **5:00 p.m. on Tuesday, May 14, 2013**. All answers will be officially provided via Addendum on Tuesday, May 21, 2013.

## **SPECIFICATIONS**

The following specifications represent the minimum standards the College requires for these instruments. Any variations from these specifications shall be clearly noted by the bidder in the spaces provided on pages 8 and 12.

It is understood and agreed that in case there is a question of interpretation in the specifications incorporated herein, BHC expressly has the right to determine the meaning and shall control the decision, and said decision shall, in every case, be binding and final.

## **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 bids based on the program that would be most cost effective for BHC.

## **TIME TABLE**

<b>DATE</b>	<b>EVENT</b>
May 1, 2013	E-Mailing of Request for Proposal RFP 22-13
May 14, 2013	Questions via e-mail due by 5:00 pm local time
May 21, 2013	Answers to questions to be provided via Addendum 1
June 4, 2013	Proposals due at 2:00 p.m.
June 27, 2013	Anticipated Board of Trustees Approval
June 28, 2013	Anticipated Award of Contract, Purchase Order Issued

## **PROPOSAL**

The proposal shall consist of pages 8, 9, 12, 13, 14, 21 (two originals), 22, plus any needed attachments. Please provide one (1) original and two (2) copies.

## Specifications for the Fourier Transform Infrared (FTIR) Spectrometer

### *1. Spectrometer Design:*

1. The spectrometer must utilize a rotary interferometer providing inherent immunity to mirror tilt and shear and require no scanning mirror dynamic alignment. Dynamically aligned interferometers are not acceptable due to their inherent poor parallelism and lack of stability, and corner cube designs are not acceptable due to their inherent alignment complexity.
2. Instrument must offer a methane gas cell option to provide accurate wavenumber calibration and lineshape standardization for additional instrument-to-instrument stability.
3. The system must be a sealed and desiccated optical unit covering the range 8,330 – 350  $\text{cm}^{-1}$ .
4. The sealed and desiccated enclosure must offer extended intervals between desiccant replacements, at least 3 years at 25 C and 90% relative humidity.
5. The system must offer a solid state laser in the interferometer system for higher longevity and lower maintenance.
6. The system must have a software controlled desiccant status indicator to allow the user to accurately monitor the status of the desiccated area.
7. The system must incorporate a vibration isolated baseplate.
8. The system must incorporate kinematically mounted, zero alignment optics. Kinematic in this context means that the component mounts precisely and unambiguously with zero play in its location. Pinned-in place optics are not as precise and may have free play in the location and are more susceptible to thermal effect and are therefore are not acceptable.
9. The mid -IR source must be pre-aligned and incorporate electronic stabilization. Stabilization must change the polarity through the source frequently to give the system higher sensitivity and increased performance. Without stabilization, the hot-spot can move out of the field of view of the optical system. Although the source is still apparently working, the energy seen by the detector drops radically. Changes in the energy uniformity will cause the instrument's wavenumber scale to drift and the source to require replacement prematurely. The source must be user replaceable to help maintain a lower cost of ownership.
10. The source must be replaceable from outside the instrument with on-screen installation guidance.
11. The system must include optional automated optical filter accessory containing traceable validation materials to allow instrument performance verification in the Mid spectral regions.
12. The system must include a multi-layer potassium bromide beamsplitter for the Mid-IR spectral region.
13. The system must include external sample windows, with ZnSe option for windows in very high humidity environments, with on-screen installation guidance. External windows should allow fast changeover without having to open the spectrometer cover and contaminate the entire system with atmospheric vapor.

14. The system must be controllable via TCP/IP interface or wireless configuration.
15. It must be possible to power the spectrometer from mains electricity supply or external rechargeable battery pack or 12V car battery supply. The software control must incorporate scheduled instrument power on/off to better control power consumption.
16. The spectrometer must incorporate OpticsGuard technology or similar type technology to protect the instrument from environmental effects allowing it to be used in challenging environments and with extended intervals between desiccant changes to lower maintenance costs.
17. The spectrometer must incorporate Atmospheric Vapor Compensation (AVC) **real time** and not post data analysis. AVC features an advanced digital filtering algorithm designed to subtract CO<sub>2</sub> and H<sub>2</sub>O absorptions automatically in real time.

## **II. System Performance**

1. The instrument must demonstrate a wavelength accuracy of at least  $\pm 0.1 \text{ cm}^{-1}$
2. The instrument must demonstrate peak to peak signal to noise of greater than 9,300:1 for a 5 second,  $4 \text{ cm}^{-1}$  scan and greater than 32,000:1 for a 1 minute scan
3. The instrument must demonstrate a spectral resolution of  $0.5 \text{ cm}^{-1}$

## **III. Accessories and Upgradeability**

1. The system must offer plug-and-go capabilities for a wide range of Mid sampling accessories.
2. The system must offer third part Mid sampling accessories. A large range of sampling accessories provides the flexibility to measure almost any solid, liquid, powder or paste across the Mid-IR spectral range.
3. The system must offer accessory options including a Diamond or ZnSe ATR crystal.
4. UATR accessory intelligence must encompass at least the following:
  - Automatic recognition - as soon as the accessory is placed in the sample compartment the accessory is recognized. In addition to recognizing the accessory, the software must also:
    - Record the accessory unique number
    - Allow system suitability checks to be carried out.
  - Once locked into the sample compartment, the accessory must be ready to be used without any manual alignment necessary.
  - Supplied pressure sensor must record the amount of pressure applied to the sample and store this information as part of the data file.
  - Full wavelength range with the UATR in place is required. No cut off at  $650 \text{ cm}^{-1}$  due to focusing crystals will be accepted.

## **IV. Software and PC Interface**

1. The instrument controlling software must run under Windows XP SP3 or Windows 7
2. A function that identifies potential spectral quality problems and notifies the operator is highly desirable

3. A mathematical spectral comparison with data filter options routine must be available.
4. The ability to restrict access to the software via a password controlled login screen is essential. It is desirable to also allow users to use their Windows login to access the instrument software.
5. A simple automated mode of operation for data collection and processing is desirable.
6. An advanced spectral equations editor with syntax checker allowing custom data processing linking with data collection and printing is required.
7. Beer's Law, PLS and PCR quantitative predictions must be available.
8. A peak and/or trough find algorithm with user defined thresholds must be available.
9. The peak/trough find algorithm must return peak positions and ordinate values.
10. A single click automatic data-tune utility is required.
11. All processes performed on spectral data must be stored in an audit trail.
12. The ability to search a commercial library or group of discrete spectra on disc and report similar spectra found is essential.
13. The user must be able to search using multiple directories on disk.
14. Spectra must be able to be exported and saved in the following formats:
  - J-Camp
  - ASCII
  - Data Manager
15. Spectrum names of over 50 characters is desirable
16. Operation on single files or multiple files (e.g. importing or exporting) must be possible in many instances with a single button-press or mouse-click.
17. A user-defined auto-naming convention is desirable

### **Graphics:**

1. The ability to add peak labeling, text labels and bitmaps to the graph is essential.
2. The graph must allow the customization of fonts and colors on axes, the background, gridlines and the title. Size displayed definable.
3. The curve display should allow zooming, pan, autoscale, autorange, and cursor tools.
4. When using the cursor, readout data should be available for all curves.
5. The graph should have color-coded legends to allow easy identification of individual spectra.

6. The graphical display should allow immediate wavelength and ordinate readout with the mouse cursor.
7. A quick print facility with Preview function of the current graph must be available.
8. The ability to save the display with current graphs loaded for re-loading on the next log-in is desirable.

### **Scanning:**

1. Graph must be able to be manipulated while data is being collected.
2. Ordinate modes must include:
  - A, %T, Log (1/R) %R, K-M, Energy, PAS, Arbitrary.
3. The ability to display a large number of curves in a single graph is essential.
4. User should be able to define frequency of prompted background collection.
5. Instrument setup entry fields must not obscure spectra to assist FT-IR parameter setup.
6. Software should be able to preview and monitor a spectrum in real time.
7. User should be able to setup sample tables to improve productivity when scanning multiple samples.
8. Sample tables should allow custom data entry fields for additional sample data.
9. The software should allow customizable instrument setup toolbars for simplified operation.
10. The software should allow automatic checking of spectrum quality to preset criteria.

### **Processing:**

1. All processing functions should be fully integrated into the software.
2. The ability to automate processing into macros is essential.
3. Batch processing of data is essential.
4. Spectral processing functions must include; 1st-4th derivative with a variable filter; smooth, difference; normalisation; A, %T, KM, LOG (1/R),  $\text{cm}^{-1}$ , nm and micron abscissa modes. +, -, \*, /, difference, baseline correction, smooth, deconvolution, normalize, interpolate, Kramers-Kronig, ATR correction, peak table, peak height and peak area.

## **Instrument Performance Verification (IPV) and System Suitability:**

1. Tests must include;
  - Wavelength accuracy
  - Ordinate accuracy
  - Noise
  - Throughput
  - Contamination
  - Quantitative control check
  - ASTM Level zero
  - International and country-specific Pharmacopeia tests.
2. Results from all tests should be stored automatically by the system.
3. The software must allow the test tolerances to be defined by the user.

## **Software User Interface:**

1. In addition to a modern Windows 7 compatible interface, the system must offer certain specialized applications to run under a simplified user interface optimized for portable touchscreen, laptop, netbook PC operation.

Note: Installation, training and one year warranty must be included.

**PROPOSAL FOR (1) FOURIER TRANSFORM INFRARED (FTIR) SPECTROMETER**

(Please check one)

- The instrument being proposed MEETS the above minimum specifications**
- The instrument being proposed does NOT MEET the above minimum specifications. Please state all variations below; attach separate sheet(s) if needed.**


**PLEASE PROVIDE LITERATURE AND BROCHURES ON THE INSTRUMENT BEING PROPOSED**

TOTAL BID PRICE, INCLUSIVE OF ALL FEES: \_\_\_\_\_

**Note: All prices shall be held firm for a period of 90 days after bid opening.**

LEADTIME: \_\_\_\_\_ Weeks after receipt of order

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

ADDRESS \_\_\_\_\_

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

SIGNATURE \_\_\_\_\_



**Warranty**

1. State all details of standard factory warranty. Attach separate sheets as needed.


**Sales, Service, and Parts**

1. Provide information for the Sales, Service and Parts center nearest to Black Hawk College:

Name of Company:

---

Address:

---

City, State and Zip:

---

Sales Contact Name, telephone number, fax number and e-mail address:

---

Service Contact Name, telephone number, fax number and e-mail address:

---

Parts Contact Name, telephone number, fax number and e-mail address:

---

## SPECIFICATIONS FOR GAS CHROMATOGRAPH

1. Built in two-line, 20 character vacuum fluorescent display for easy viewing of instrument parameters.
2. 35 key user keypad interface available in a choice of five languages: English, Chinese, Russian, Portuguese and Spanish.
3. Storage of up to 5 Gas Chromatographic control methods.
4. 10,600 cm column oven providing easy access for installing columns.
5. Oven temperature range from 10 deg. C above ambient to 450 deg. C settable in 1 deg. C increments.
6. Column overheat protection user settable up to 450 deg. C.
7. Column temperature program of at least 3 ramps and 4 plateaus.
8. Must have long term battery backup of GC methods, flow and temperature calibration data.
9. Must include a split/splitless capillary injector settable from 50 deg. C to 450 deg. C in 1 deg. C increments.
10. Injector must include a charcoal trap for the split vent to prevent contamination of split valve.
11. Injector must have 2mm and 4 mm internal diameter liners available.
12. Automatic control of split vent solenoid must be included .
13. Must include a Flame Ionization Detector with operation from 100 deg. C to 450 deg. C settable in 1 deg. C increments.
14. Detector sensitivity >0.015 coulombs/g C.
15. FID detector must not require makeup gas for proper operation.
16. The GC must provide an automated background compensation feature that corrects for column bleed in all built-in detectors.
17. Must include computer software for GC instrument control, data acquisition and data reporting.
18. Software must utilize buffered interface technology that allows data to continue to be collected in the event of a computer shutdown or disconnect to the GC.
19. Must include the following start up supplies: Injector and detector ferrules and fittings, injector septa, gas supply tubing and fittings, gas filters, injection syringes, and start up column Elite 5 30M x .32mm x 1.0um, and Elite 1 30M x .32mm x 1.0um.
20. Installation, training and one year warranty must be included.
21. Bid must include a Zero Air Generator accessory capable of generating at least 1.5L/min.

22. Bid must include a benchtop air compressor accessory capable of generating at 2.5 CF/min, up to 100 PSI output and with noise level at or below 62 dB/A.
23. Bid must include a Hydrogen Generator that can produce H<sub>2</sub> at least 160 cc/min. flow with >99.999% purity and delivery pressure up to 100 psi/g

# PROPOSAL FOR (1) GAS CHROMATOGRAPH (GC)

(Please check one)

- The instrument being proposed MEETS the above minimum specifications**
- The instrument being proposed does NOT MEET the above minimum specifications. Please state all variations below; attach separate sheet(s) if needed.**


**PLEASE PROVIDE LITERATURE AND BROCHURES ON THE INSTRUMENT BEING PROPOSED**

TOTAL BID PRICE, INCLUSIVE OF ALL FEES: \_\_\_\_\_

**Note: All prices shall be held firm for a period of 90 days after bid opening.**

LEADTIME: \_\_\_\_\_ Weeks after receipt of order

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

ADDRESS \_\_\_\_\_

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

SIGNATURE \_\_\_\_\_

**Warranty**

State all details of standard factory warranty. Attach separate sheets as needed.


**Sales, Service, and Parts**

1. Provide information for the Sales, Service and Parts center nearest to Black Hawk College:

Name of Company:

---

Address:

---

City, State and Zip:

---

Sales Contact Name, telephone number, fax number and e-mail address:

---

Service Contact Name, telephone number, fax number and e-mail address:

---

Parts Contact Name, telephone number, fax number and e-mail address:

---

## **ABOUT YOUR COMPANY**

Please provide brief information regarding the size, organizational, ownership structure of your company, information regarding your current annual sales, and total number of employees. Please provide contact information for at least (3) current clients similar in size and/or structure to Black Hawk College. The Purchasing Department will make any necessary reference checks to determine the ability of the Vendor to fulfill proposal requirements. The Vendor shall furnish additional information as may be requested. 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.

## **INSTRUCTIONS TO VENDORS**

### **1. GENERAL**

Sealed proposals addressed to Mike Meleg, Purchasing, 6600 - 34<sup>th</sup> Avenue, Moline, Illinois, 61265 and marked with proposal RFP 22-13 are due not later than 2:00 p.m. local time on Tuesday, June 4, 2013. Unsigned or late bids will not be considered.

### **2. POSTPONEMENT OF OPENINGS**

A bid opening may be postponed by the College, even after the time scheduled for bid opening, if the College has reason to believe that the bids of an important segment of bidders have been delayed in the mails, or in the communication system specified for transmission of bids, for causes beyond their control and without their fault or negligence (e.g., flood, fire, accident, weather conditions, strikes, or College equipment blackout or malfunction when bids are due); or emergency or unanticipated events interrupt normal College processes so that the conducting of bid openings as scheduled is impractical. At the time of a determination to postpone a bid opening, the new time and date shall be communicated by issuance of an addendum to the prospective bidders who are likely to attend the bid opening. In the case of urgent College requirements precluding the communication of an addendum, the time specified for opening of bids shall be deemed to be extended to the same time of day specified in the bid on the first work day on which normal College processes resume. In such cases, the time of actual bid opening shall be deemed to be the time set for bid opening for the purpose of determining "late bids". The College shall maintain records in the bid file explaining the circumstances of the postponement.

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

All documents shall be completed and submitted 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.

It is the responsibility of the vendor to examine the site and all conditions thereon. The proposal shall take into consideration all such conditions as may affect contract Work. No additional expense will be allowed for failure to be so informed.

### **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 provisions of the acts of the General Assembly of the State of Illinois relating to 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. The Vendor shall also comply with applicable state and local laws, ordinances and regulation, and OSHA standards.

## **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."

## **7. FIRM PRICES**

Prices submitted shall be held firm for at least 90 days.

## **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 contract 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 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 contract setting forth the terms and conditions of the parties' rights and obligations. Such contract will substantially follow the terms set forth herein except that Black Hawk College reserves the right to make changes.

The College will not pay for any information requested nor is it liable for costs incurred by the Vendor in responding to this request. Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal are not necessary or desired. All costs incurred by Vendors associated with the preparation, submission, presentation and demonstration of proposals and attendance at meetings and presentations, including but not limited to, costs related to transportation, meals, lodging and other related expenses, will be the sole responsibility of the Vendor and will not, under any circumstances, be reimbursed by BHC.

## **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. DAMAGES AND NEGLIGENCE**

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



## **11. 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.

## **12. ASSIGNMENT**

The Vendor shall not assign or subcontract any portion of its obligations without the prior written consent of BHC. Assignment or subcontracting shall in no way relieve the Vendor of any of its obligations.

## **13. RELATIONSHIP OF PARTIES**

The parties intend that an independent relationship between the College and the Vendor will be created by this agreement. Vendor is not to be considered an agent or employee of College for any purpose and the Vendor is not entitled to any of the benefits that College provides for College's employees. It is understood that College does not agree to use Vendor exclusively. It is further understood that Vendor is free to contract with other businesses while under agreement with College.

## **14. 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 within one year after the final acceptance of the work, the Vendor shall immediately correct and make good the same upon notice by the College, and if the Vendor fails, refuses or neglects to do so, the College may correct and make good the same and the Vendor hereby agrees to pay on demand the cost and expense of doing such work.

## **15. SELECTION CRITERIA**

Proposals will be evaluated on the basis of the most competitive offer considering quality of products and services offered and responsiveness to the RFP requirements. The major criteria that will be used to evaluate proposals will include, but not be limited to, the following:

- Total cost
- Financial stability of Vendor
- Ability to furnish required services and to meet the requirements of the RFP

Although cost is an important factor, the College is not obligated to award the contract 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.

## **16. DCEO REQUIREMENTS**

Any Vendor who is awarded a contract that is paid for with restricted funds (such as grant funds) shall allow the grantor of the funds access to records associated with awarded contract.

## INSTRUCTIONS TO VENDORS

1. Please submit three (3) copies (one original and two copies) of all specifications and pricing in a sealed package addressed and clearly marked as follows:

Purchasing RFP 22-13  
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. 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.
7. 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.
8. Trade discounts, when quoted, should be reduced to a single percentage.
9. Any proposal or bonds signed by an agent or attorney-in-fact shall be accompanied by evidence of authority.
10. 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.**
11. The College will not reimburse the Vendors for any work associated with the submission of this proposal.
12. The College will evaluate all proposals and intends to award a contract on Friday, June 28, 2013. 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 designated in the solicitation. Acceptance is to be confirmed by purchase order issued by or on part of the using agency, including shipping and billing instructions; the using agency is responsible for all payments. Neither the contract nor payments due may be assigned except with prior written approval of Black Hawk College Purchasing Agent.
14. **Performance and Default:** Black Hawk College reserves the right to require performance bond from successful bidder. Otherwise, in case of default on part of the contractor Black Hawk College may procure the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby. The accepted remedies of force majeure will be considered in assessing any contractor default.
15. **Patents:** The contractor agrees to hold and save Black Hawk College, its officers, agents, and employees harmless from liability of any kind, including costs and expenses, with respect to any claim, action, cost, or judgment for patent infringements arising out of purchase or use of equipment, materials, supplies, or services covered by this contract.
16. **Reserved:** (Reserved for including any additional Standard Provisions that may be required.)
17. **Singular - Plural:** Words in the singular number include the plural and these in the plural include the singular, unless the context directs otherwise.
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)**

**Please provide two (2) copies**

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

Purchasing RFP 22-13  
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 contract within ninety (90) days of Tuesday, June 4, 2013, 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 Statues include, but are not limited to the following:

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

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

- Did you include three (3) copies (one original and two copies) of the proposal, pages 8, 9, 12, 13, 14, 21 (two originals), and 22, plus any attachments needed? YES NO
  
- Did you read and do you agree to all terms and conditions, including Attachment B, in this proposal? YES NO