



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

DATE: September 23, 2013

**TO BE OPENED ON**  
**October 31, 2013**  
**RFP 05-14**

**\*\*\*IMPORTANT\*\*\***  
**SHOW "RFP 05-14"**  
**ON OUTSIDE OF**  
**MAILING ENVELOPE**

**REQUEST FOR PROPOSAL (RFP)**  
**AUDITING SERVICES**  
**RFP 05-14**

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 Thursday, October 31, 2013, in the Purchasing Office at Black Hawk College Quad Cities Campus, located at 6600 34<sup>th</sup> Avenue in Building One, Second Floor, in the Finance Office, Room 244A, then opened publicly, read aloud and recorded immediately thereafter when possible, in the Finance Conference Room located in Building One, Second Floor, in the Finance Office, 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:**

<b>Contact:</b>
<b>Company:</b>
<b>Address:</b>
<b>City/State/Zip:</b>
<b>Telephone:</b>
<b>Fax Number:</b>
<b>Email Address:</b>

**GENERAL**

Proposals are subject to the attached Standard Terms and Conditions (Attachment A).

**USING DEPARTMENT**

Finance

## **PRE-PROPOSAL MEETING**

A Pre-Proposal Meeting will be held at Black Hawk College, 6600-34<sup>th</sup> Avenue, Moline, Illinois 61265 in the Black Hawk Room, Building One, second floor, room 255, beginning at **2:00 p.m.** on **Tuesday, October 8, 2013**. Meeting attendance is not required, but is strongly recommended and will be beneficial to all Firms who will be submitting a proposal, as the Pre-Proposal meeting will be the only opportunity for Firms to raise any questions, exceptions, or additions they have concerning the Auditing Services to be provided, or this RFP document. If a Firm discovers any ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Firm should raise these issues at the meeting.

## **INTENT TO RESPOND**

Firms shall submit the Intent to Respond form (Attachment B) **by Tuesday, October 15, 2013**. Failure to submit the Intent to Respond form may result in the Firm's removal from consideration on future proposals. Only those Firms who indicate their desire to participate in this proposal by indicating as such on the Intent to Respond form and submitting the form will be copied on any Addenda issued thereafter.

## **CONTRACT PERIOD**

The contract period for the Auditing Services shall be for a minimum of the three fiscal years ending June 30, 2014, 2015 and 2016, with an option for the College to extend the contract for two additional fiscal years ending June 30, 2017 and 2018. All proposals should contemplate the full five-year term.

## **TIME TABLE**

<b>DATE</b>	<b>EVENT</b>
September 23, 2013	Mailing of Request for Proposal RFP 05-14
October 8, 2013	Pre-Proposal Meeting at 2:00 p.m. in the Black Hawk Room, Building 1
October 15, 2013	Submission of Intent to Respond Form Attachment B
October 31, 2013	Proposals due by 2:00 p.m.
November 21, 2013	Anticipated Board of Trustees Approval
November 22, 2013	Anticipated Award of Contract

## **SCOPE OF PROPOSAL**

- The Audit Report must include an examination of all funds and account groups of the College. The audit must include all state and federal compliance requirements as needed. The examinations shall be made in accordance with generally accepted auditing standards; FASB, GASB, OMB Circular A-133, AICPA Industry Audit Guide for Colleges and Universities; Requirements of the Government Finance Officers Association and Association of School Business Officials Certificate of Excellence in Financial Reporting programs, and the Illinois Community College Board (ICCB) Fiscal Management Manual (available online at <http://www.iccb.state.il.us>), where applicable.
- Separate reports are required for the Black Hawk College Foundation and Black Hawk East College Foundation.
- Separate reports are required for Black Hawk College's Voluntary Employee's Beneficiary Association (VEBA). Its fiscal year end is December 31. The final report due date is March 31 of each year.
- Audit Firm must review the Uniform Financial Statements and Certification of Chargeback Reimbursement as required by the Illinois Community College Board.

- Audit Firm must be available to meet with the College’s administration to present the audit report and to answer questions on the audit, management letter, audit proposal, or other audit-related and tax compliance issues, if necessary, throughout each year.
- Audit Firm must be available to meet with the College’s Board of Trustees Audit Committee for a pre-audit planning meeting and an end of audit exit interview. Additional meetings may be scheduled at either party’s request.
- **Unless otherwise noted above, the examination should be scheduled so that fieldwork is completed no later than approximately August 15 and all final reports are distributed no later than October 1. Presentations shall be held as follows:**
  - Black Hawk College – October Presentation
  - Black Hawk College’s Voluntary Employee’s Beneficiary Association – April Presentation
  - Black Hawk College Foundation – September Presentation
  - Black Hawk College East Foundation – November Presentation
- Audit Firm will prepare any required Internal Revenue Service forms, including forms 990 and 990-T, as applicable, for:
  - Black Hawk College
  - Black Hawk College’s Voluntary Employee’s Beneficiary Association
  - Black Hawk College Foundation
  - Black Hawk College East Foundation
- Additional services may be required periodically during the term of this contract, including preparation of official statements for bond issues and arbitrage calculations on bond proceeds, etc. Those services are outside the scope of this proposal. This is included for informational purposes only.

### **MINIMUM QUALIFICATIONS**

- The Firm and the proposed audit team must have recent experience in serving Illinois Community Colleges.
- The Firm must have experience in performing A-133 audits.
- The Firm must employ sufficient numbers of experienced professional audit staff to perform the College’s audit in a timely manner.
- The Firm shall be competent in all related tax compliance issues, including but not limited to 990, Unrelated Business Income (UBI), and IRS compliance.

### **COLLEGE RESPONSIBILITIES**

The College will provide the following specific assistance:

- Closing of the College’s books for each fiscal year no later than the end of the first week of August.
- Pulling of documents and preparation of work papers, schedules, and analysis of funds required for completion of the audits.
- Collecting of documents required for completion of the audit.
- Typing of confirmation letters, representative letters, and miscellaneous correspondence.
- Preparation of the financial reports.

## **FEES PROPOSAL**

Fees proposal shall be a total fixed fee (including all expenses) broken down and shown as follows:

<b>REPORT</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>
College financial reports, including all required ICCB information, A-133 report & 990T	\$	\$	\$	\$	\$
Black Hawk Foundation report & 990	\$	\$	\$	\$	\$
Black Hawk East Foundation report & 990	\$	\$	\$	\$	\$
VEBA report & associated tax filings (990 & 5500)	\$	\$	\$	\$	\$
Agreed Upon Procedures <sup>1</sup>	\$	\$	\$	\$	\$
<b>TOTAL FEES<sup>2</sup></b>	\$	\$	\$	\$	\$

1. Please include your standard price sheet, showing fee structure for all auditing procedures your firm is able to perform.
2. The above fees shall include reasonable communication regarding audit, tax, or compliance issues throughout the year.

## **QUALIFICATIONS PROPOSAL**

The qualifications proposal shall provide all information about the Firm considered pertinent to this RFP. However, at a minimum, the following items shall be addressed:

1. Description of the Firm, including staff size and location for the office responsible for the audit, history, range of services, relevant clients, and professional organizations.
2. Statement of the Firm's understanding of the audit and other services to be provided.
3. Description of the Firm's experience in serving Illinois Community Colleges (or comparable entities).
4. Outline of the qualifications of partners, managers and staff likely to be assigned to the audit.
5. Responses to the Supplemental Questions for the Firm contained within this RFP.
6. A list of relevant references, including contact names and telephone numbers.
7. Proposed fees for each year presented as shown in Fee Quotation section.
8. Policy on fees for special projects, out of scope billing, and occasional telephone conversations seeking advice on specific accounting, auditing, tax, and compliance services.

## **SUPPLEMENTAL QUESTIONS**

1. What would you expect the Firm's audit schedule to be for a June 30 year-end and a final report due date of October 1? How many weeks and/or hours would be spent on-site at the College? How many audit staff members would be assigned to Black Hawk College? Please provide a tentative audit timetable.
2. What is your policy for ensuring consistent assignment of audit staff to the College's audit?
3. What level of assistance from College staff have you built into your proposal? Please describe the extent and examples of College-prepared schedules and tasks the Firm expects.
4. Describe the technology used by the Firm during fieldwork at the College. Does the Firm currently use any innovative approaches for improving the mutual efficiency of the audit and/or for working with the College's electronic files and data?
5. Describe the Firm's experience with IRS audits, scope and approach of performing the audit, and fee schedule.
6. Describe the Firm's experience with GFOA's Certificate of Achievement for Excellence in Financial Reporting.
7. Submit information about the Firm's capabilities to perform Information Technologies Systems audits. Information shall include:
  - The Firm's competencies to perform IT auditing of the College's internal technologies, operations, controls, systems, infrastructure, procedures, documentation, and operations regarding compliance, risk, security and opportunities for improvement and best practices.
  - Information about the qualifications and certifications of the engineers employed by the Firm who would perform ITS audits for the College.
  - Information about the qualifications and certifications of outsourced or subcontracted engineers who would perform ITS audits for the College.
  - On-site and remote vulnerabilities testing.
  - Description of standard methodologies and approaches.

## **SELECTION PROCESS AND CRITERIA FOR SELECTION**

A Committee consisting of the Vice President for Finance, the Director of Accounting, and other College representatives will review and analyze the proposals. The Committee will prepare a recommendation that the Board of Trustees will consider and vote on at its Thursday, November 21, 2013 meeting. Firms that submitted proposals will be notified of the results of the Board vote on Friday, November 22, 2013.

**Black Hawk College, at its sole discretion, reserves the right to accept or reject any or all offers and may accept a proposal other than the lowest cost proposal, if deemed to be more advantageous to the College.**

Criteria to be considered includes, but is not limited to:

1. The Firm's ability to meet the minimum qualifications as described above.
2. Experience and qualifications of staff likely to be assigned to the audit.
3. Accessibility and ability to respond to the College's needs in a timely manner.
4. Responsiveness in clearly understanding the Auditing Services to be performed and willingness to perform it.
5. Reputation of the Firm (based on past experience with the College and references).
6. Response to supplemental questions.
7. Fees.

Strong consideration will also be given to those Firms whose office will be providing the Auditing Services that are active members in such professional organizations as the National Association of College and University Business Officers, and Government Finance Officers Association.

The College reserves the right to require formal in-person presentations, if deemed necessary by the College, to assist the College in making the best possible selection decision.

**For additional information about Black Hawk College please visit us on the Internet at [www.bhc.edu](http://www.bhc.edu). In addition, College audit reports and budget documents for previous fiscal years can be obtained at [www.bhc.edu/finance](http://www.bhc.edu/finance).**

## INSTRUCTIONS TO FIRMS

1. Please submit six (6) proposals (one (1) original typewritten or printed in ink, and five (5) copies) in a sealed package addressed and clearly marked as follows:

Purchasing RFP 05-14  
Black Hawk College Purchasing  
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 A).
4. The Intent to Respond Form (Attachment B) must be filled out and sent to Mike Meleg as directed on the form.
5. 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.
6. One completed original copy of the Vendor Certification (Attachment D) must be submitted with the proposal package.
7. 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.
8. Firms 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.
9. Trade discounts, when quoted, should be reduced to a single percentage.
10. Any proposal or bonds signed by an agent or attorney-in-fact shall be accompanied by evidence of authority.
11. It is the Firm's responsibility to correctly mark and deliver the Proposal to the Purchasing Office by the specified date and time for opening. **NO EXTENSIONS WILL BE GRANTED.**
12. The College will not reimburse the Firms for any work associated with the submission of this proposal.
13. The College will evaluate all proposals and anticipates awarding a contract no earlier than November 22, 2013. The College reserves the right to accept and/or reject any or all proposals or parts thereof.

## **ADDITIONAL INFORMATION**

### **1. GENERAL**

Sealed proposals shall be addressed to Black Hawk College Purchasing Department, 6600 - 34th Avenue, Moline, Illinois, 61265 and marked "AUDITING SERVICES, RFP 05-14." Proposals are due not later than 2:00 p.m. local time on Thursday, October 31, 2013. Unsigned or late bids will not be considered.

### **2. TERMINATION OF CONTRACT**

The College may terminate any award of Contract without cause and for its convenience at any time. In the event of default or non-compliance with the terms of the proposal, it may be terminated immediately. In the event of termination, the Vendor shall be obligated to complete all of its obligations and responsibilities under the terms of this proposal for job tickets pending in process.

### **3. 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.

### **4. 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. Firms 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.

### **5. 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.



## **6. 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.

## **7. 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."

## **8. FIRM PRICES**

All prices shall be F.O.B. Black Hawk College, Moline, Illinois, freight prepaid. 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.

## **9. SELECTION CRITERIA**

Proposals will be evaluated on the basis of:

- Pricing
- Conformity with specifications and requirements of the RFP
- Terms of delivery
- Quality
- Serviceability
- Financial stability of Vendor

Although pricing is an important factor, the College is not obligated to make an award solely on the basis of lowest price. 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.

## **10. 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.

## **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 contract, resulting in whole or in part from the negligent acts or omissions of the Vendor.

## **12. 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.

## **13. ASSIGNMENT**

Vendor shall not assign any contract with the College without the prior written consent of Black Hawk College. Assignment shall in no way relieve the Vendor of any of its obligations.

## **14. PUBLIC DISCLOSURE**

As Black Hawk College is a nonprofit, publicly funded institution, any document submitted in response to this solicitation will become part of the public record and subject to the Freedom of Information Act (FOIA) law.

## **15. 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.

## **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.

## TERMS AND CONDITIONS (Attachment A)

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.



**INTENT TO RESPOND FORM  
(Attachment B)**

**Due October 15, 2013**

- We **shall** submit a Request for Proposal for:
- We **shall NOT** submit a Request for Proposal for:  
(Please check one)

**AUDITING SERVICES  
RFP 05-14**

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

Title: \_\_\_\_\_

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

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

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

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

E-Mail Address: \_\_\_\_\_

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

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

**Firms who do not submit this INTENT TO RESPOND form by Tuesday, October 15, 2013 may be removed from our Vendor list for these services. Please e-mail or fax 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](mailto:melegm@bhc.edu)**

**EXECUTION OF PROPOSAL**

**(Attachment C)**

PLEASE PROVIDE TWO (2) COPIES

I have examined the specifications and instructions included herein and agree, provided I am awarded a contract within ninety (90) days of October 31, 2013, to provide the specified goods and/or services 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.

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

- |   |     |    |
|---|-----|----|
| 1. Did you submit the Intent to Respond Form, Attachment B, by October 15, 2013?  | YES | NO |
| 2. Did you include SIX (6) hard copies of your proposal (one original and five (5) copies), consisting of the Fees Proposal, the Qualifications Proposal, and the Supplemental Questions? | YES | NO |
| 3. Did you read and do you agree to all terms and conditions, including Attachment A, in this proposal?   | YES | NO |
| 4. Did you complete and include two (2) completed original copies of the Execution of Proposal, Attachment C?   | YES | NO |
| 5. Did you complete and include the Vendors Certification, Attachment D?  | YES | NO |