DATE: July 10, 2009

RFP 01-10

TO BE OPENED ON
July 31, 2009

REQUEST FOR PROPOSAL
PURCHASE OF 2010 DUMP TRUCK WITH PLOW AND SALT SPREADER
RFP 01-10

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 Friday, July 31st, 2009, in the Purchasing Office at Black Hawk College, Quad Cities Campus, located at 6600 34th Avenue in Building One, Second Floor, Room 282, then opened publicly, read aloud and recorded at 2:00 p.m. local time, on Friday, July 31st, 2009, in the Black Hawk Room at Black Hawk College, Quad Cities Campus, located at 6600 34th 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 34th AVENUE
MOLINE IL 61265
TELEPHONE: (309) 796-5002
EMAIL ADDRESS: melegm@bhc.edu

GENERAL
Proposals are subject to the attached Standard Terms and Conditions.

USING DEPARTMENT
Facilities
PRE-PROPOSAL MEETING

A Pre-Proposal meeting will be held at Tuesday, July 21st, 2009 at 2:00 pm in the Black Hawk Room, Room 255 at Black Hawk College, Quad Cities Campus, located at 6600 34th Avenue in Building One, Second Floor. The Pre-Proposal meeting gives the Vendor an opportunity to raise any questions, exceptions, or additions they have concerning the goods or services to be provided, or this RFP document. If a Vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Vendor should raise these issues at the meeting.

TIME TABLE

<table>
<thead>
<tr>
<th>DATE</th>
<th>EVENT</th>
</tr>
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<tbody>
<tr>
<td>July 10, 2009</td>
<td>Mailing of Request for Proposal RFP 01-10</td>
</tr>
<tr>
<td>July 21, 2009</td>
<td>Pre-Proposal Meeting at 2:00 p.m.</td>
</tr>
<tr>
<td>July 31, 2009</td>
<td>Proposals due at 2:00 p.m.</td>
</tr>
<tr>
<td>August 20, 2009</td>
<td>Anticipated Board of Trustees Approval</td>
</tr>
<tr>
<td>August 21, 2009</td>
<td>Anticipated Purchase Order(s) Issued</td>
</tr>
</tbody>
</table>

DELIVERY LOCATION

Black Hawk College, Quad Cities Campus
6600 34th Ave.
Moline, Illinois 61265

SPECIFICATIONS

The following specifications shall be used to submit your bid. These specifications are deemed to be the minimum standard for the purpose for which the equipment is to be used, but alternate bids equal to, substantially complying with, or exceeding the specifications and stating the points of variance in detail are invited and shall be considered whenever such action is in the best interest of the College. **Points of variance from these specifications shall be clearly explained and noted by the bidder.**

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

Only bids from manufacturers and/or authorized dealers will be given consideration. There must be an authorized service shop and parts department located within a sixty (60) mile radius of Moline, Illinois.

Although the College anticipates it will purchase all of, or most of, Base Bid A and Options Bid B and C items, the College reserves the right to purchase all, some, or none of Bid items in any combination from any number of vendors. For example, the College may choose to purchase Base Bid A, none of Options Bid B, and only one of Options Bid C items from Vendor “X”. Additionally, the College may also choose to purchase all but two of the remaining Options Bid C items from vendor “Y”.

PRICING

The College is registered with Ford Fleet, FIN # QD363, and is also eligible for State and Municipal (e.g. CMS) pricing. Please take these prices into consideration, and submit your proposals based on the pricing that would be the most cost effective for BHC. Regardless, all proposed pricing shall be inclusive of all costs, F.O.B. College delivery location given above, including freight, delivery, installation, prep, license, etc, etc, etc.
BASE BID “A”: One (1) 2010 Chassis Cab 4x4 Truck

EQUIPPED AS FOLLOWS:

- All Standard Equipment, No Deletions
- Body Style: Regular Cab & Chassis
- 4-Wheel Drive and All Terrain Tires
- Engine – 5.4L 3-Valve SOHC EFI V8 gas
- Transmission – 5-speed Automatic O/D w/Tow/Haul mode
- GVW – 13,000 lbs
- Engine/Transmission Oil Cooler
- Wheelbase – 141” (Approximate), 60” Cab to Axle
- Air conditioning
- Alternator – 115-amp heavy duty
- Battery – 650 CCA, 72-AH
- Brakes – Power, 4-Wheel Disc, 4-Wheel ABS
- Shock absorbers – Heavy Duty Front & Rear
- Stabilizer Bar – Front & Rear
- Tow hooks – front (2)
- Bumpers – front painted
- Dual Rear Wheels
- Tires: (6) All Season, Shall Meet GVWR
- Lights: Roof/Marker Clearance Lights
- Intermittent Wipers
- Headlamps – Halogen
- Mirrors – Exterior Dual Swing-Away
- Mirrors – Interior Day/Night
- Fuel Tank – 40 gallon Aft Axle
- Air bags -Driver & Front Passenger
- Multi-Leaf 2-Stage Rear Springs or Auxiliary Springs
- Safety Belts & Cloth Headliner
- Power point 12V
- Audio – AM/FM stereo/digital clock (No CD Player)
- Dome Light
- Seats (Front) – HD Vinyl Full Bench
- Floor Covering – Full Length Vinyl
- Door trim – Armrest with Grab Handle and Reflector
- Dual Visors
- Instrumentation – Tachometer, Speedometer, Voltmeter, Oil Pressure, Coolant Temperature, Fuel Gauge, Indicator Lights, Transmission Temperature Gauge, Message Center with Odometer (Trip Odometer, Engine Hour Meter, Warning Messages)
- Trailer Tow Package to Include HD Radiator, Transmission Oil Cooler & 7-Wire Trailer Harness
- Engine Block Heater
- Snow Plow Prep Package (Included Heavy Duty Alternator)
- Floor Mats - Front
- Extra Key
- Exterior: Oxford White Clearcoat
- Interior: Camel
- Destination Charge, Title and Municipal License

<table>
<thead>
<tr>
<th>BASE BID A TOTAL PRICE, INCLUSIVE OF ALL FEES (DESTINATION, DELIVERY, TITLE, PREP, LICENSE, ETC)</th>
<th>$</th>
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<tr>
<th>FIRM COMMITTED DELIVERY DATE</th>
<th>Month_________ Day_________ Year_________</th>
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### OPTIONS BID “B”: Chassis Cab Options for One (1) 2010 Chassis Cab 4x4 Truck

- Stationary Elevated Idle Control (SEIC) $ 
- Engine – 6.8L 3-Valve SOHC EFI V10 gas $ 

### OPTIONS BID “C”: Equipment Options for One (1) 2010 Chassis Cab 4x4 Truck

- Quick Release Lever for Top Tailgate Pins. All Costs to be Included. $ 
- Rear Hitch Combination Pintle with 2-in Ball Hitch Mounted on Steel Plate with Trailer Plug. All Costs to be Included. $ 
- Scissor Hoist, Henderson “Bench Press” or Equal, 8.1 Ton Rating, Double Acting – Power Up and Power Down, Body Prop and Safety Decals. All Costs to be Included. $ 
- Salt Spreader, Swenson Brand Only, No Substitution, Under Tailgate, Model SAD, Constructed from Mild Steel, Painted Orange, 6-in Auger with Continuous and Reverse Flitting, 18-in Polyurethane Spinner. Hooked to Existing Hydraulic Lines at Rear of Chassis. All Costs to be Included. $ 
- Snow Plow; Western Brand Only; No Substitution; Ultra-Mount Pro-Plus with Nighthawk Lights; 9-ft Long x 31-1/2-in High Moldboard; 8 Vertical Reinforcement Ribs; 4 Adjustable Trip Springs; 2 Shock Absorbers to Soften Tripping Action; 2 Adjustable Cast Iron Disc Shoes; High Carbon Steel Cutting Edge; Blade Guides and Rubber Snow Deflector; Halogen Headlights with Turn Signals Mounted on Blade Assembly; Ultra-Mount Design Allows Blade, A-Frame, Quadrant, Lift Mount Hydraulic Cylinders to be Removed as a Complete Unit; Ultra Mount Design Allows Accurate Drive-In Alignment, Easy Connection to Truck and Full Blade Pivot to Follow Road Surface; Hooked to Existing Hydraulic Lines at Front of Chassis. All Costs to be Included. $ 
- Oval Strobe Lights Mounted on Rear Corner Posts with 6-in Round Strobe Light Mounted to Top of Cab Shield on Swivel Bracket. All Costs to be Included. $ 

### EXCEPTIONS

Any exceptions are to be noted above with your bid proposal.
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 01-10
   Black Hawk College
   6600 34th 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. 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. 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.

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 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.

12. The College will not reimburse the Vendors for any work associated with the submission of this proposal.

13. The College will evaluate all proposals and anticipates it will award an agreement on Friday, August 21, 2009. 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.
I have examined the specifications and instructions included herein and agree, provided I am awarded an agreement within **ninety (90) days of Friday, July 31, 2009** 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.
COURTESY “NO PROPOSAL” FORM
(Attachment E)

We respectfully decline submitting a Request for Proposal for:

2010 DUMP TRUCK WITH PLOW AND SALT SPREADER
RFP 01-10

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 34th Avenue
Moline, IL  61265

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