REQUEST FOR PROPOSAL (RFP)
PREFERRED VENDOR(S), VHF 2-WAY RADIO EQUIPMENT, SERVICES AND SUPPORT, EAST CAMPUS
RFP 03-13

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 Thursday, September 13, 2012, 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 that time, in Building One, Second Floor, Room 285 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 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
Black Hawk College East Campus, 26230 Black Hawk Road, Galva, IL  61434
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MANDATORY PRE-PROPOSAL MEETING

A mandatory Pre-Proposal meeting will be held at 10:00 a.m. on Thursday, August 30, 2012, in Building 1 Conference Room at Black Hawk College East Campus, 26230 Black Hawk Road Galva, IL 61434.

The Pre-Proposal meeting will be an opportunity for Vendors to raise any questions, exceptions, or additions they have concerning the Work or this RFP document. If a Vendor discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Vendor should raise these issues at the meeting.

A site visit will be conducted during the pre-proposal meeting.

It is mandatory that all interested Vendors attend the Pre-Proposal meeting; proposals from Vendors not attending the meeting will not be accepted.

PLEASE NOTE: The mandatory pre-proposal meeting will be held at the East Campus, but bids are to be submitted to the Quad Cities Campus.

NOTICE OF INTENT TO BID

Vendors are requested to submit the “Notice of Intent to Bid” form, Attachment E, via e-mail to Mike Meleg at the e-mail address given on Page 1, by September 6, 2012.

PURPOSE

The purpose of this Request for Proposal (RFP) is twofold:

1. To select one or more Preferred Vendors that will provide ongoing VHF 2-Way Radio equipment, services and support to Black Hawk College East Campus for three (3) years, with an option for the College to renew for two (2) additional one-year terms. Preferred Vendors shall be given first preference to provide these goods, services, and support as needed.
2. The College has an immediate need to purchase the equipment described in the Statement of Needs below.

PLEASE NOTE: Vendors must respond to both the Preferred Vendor and the Immediate Needs points listed above in order to be considered.
PREFERRED VENDOR EXPECTATIONS

The College seeks the following qualities in the ideal Preferred Vendor(s):

1. **Best Value** by providing the highest quality goods and services over the life of the appointment at the lowest total cost.
2. **Flexibility** to perform installations, services, and support, on time as needed.
3. **Knowledge, experience, qualifications and professionalism** to perform superior work and make recommendations to the College for its Radio Equipment needs. Installers shall at all times be dressed in clean uniforms (clearly identifying their employer) and will observe all regulations in effect upon the College premises.
4. **Accessibility** to personnel that will provide prompt quotations, rush services, attend meetings, and provide free expert advice on demand.
5. **Financial Stability** that assures the College is backed by a strong organization that will work with the radio manufacturers in the College’s best interests, honor all warranties in a timely fashion, and remain a viable business for the duration of the appointment.

PREFERRED VENDOR PROPOSAL REQUIREMENTS

1. As the College anticipates the purchase of equipment from time to time, the Vendor(s) shall keep the College informed, on an ongoing basis, of the products and services it offers, any new product offerings, and their lead times. Vendor(s) shall provide price quotations as requested. All pricing shall be quoted F.O.B. Black Hawk College, and inclusive of all costs, including but not limited to freight. Vendor(s) shall keep the College informed of any price increases or decreases via letters from the manufacturers.

2. Vendor shall propose labor rates for the various types of Services that it offers (e.g., on-site frequency programming, tower climbing, equipment repairs, equipment installation, etc., etc.). Rates shall be inclusive of all fees, including but not limited to travel, fuel, vehicle fees, surcharges, environmental/disposal fees, etc. Any fixed work shall be based on the Prevailing Wage of the County where the work is taking place, see Paragraph 7 “Prevailing Wage” in the Instructions to Vendors section below on page 9. Pricing shall be guaranteed for the first year of the initial three-year appointment. Price increases or decreases for the remaining two years shall be justified by letters from the Vendor. Pricing shall be renegotiated for any renewal terms.

3. Vendor shall propose guaranteed response times for service call requests, and note any differences for off-shifts, weekends, holidays, etc.

4. Vendor shall describe the warranty offered by the manufacturer of the equipment being proposed. Describe the warranty your Firm offers for its installation services. Describe the Firm’s ability for on-site repair of equipment both under warranty and off warranty. Describe the impact on the manufacturer’s warranty if your Firm is installing the equipment. Describe the warranty your Firm offers on equipment repaired that is off warranty.

5. Vendor shall provide information on its Firm to include:
   - Name, address, phone, fax number and website of the Firm’s location responsible for BHC
   - Name, address, phone, fax number and website of all other Firm locations
   - Name, phone, fax and e-mail address of principal(s) and contact(s) responsible for BHC
   - Size, organizational and ownership structure of the company
   - Number of years in business
• Current annual sales
• Total number of employees
• Describe the types of services the Firm provides. If not a full service Firm, discuss the types of services the Firm does provide, and how sub-contractors are selected and integrated in its processes.
• Describe the Firm’s ability to install equipment, both stationary and mobile, in terms of the number of installer employed by the Firm, their experience and qualifications, and the type of specialized installation equipment owned and utilized by the Firm
• Names of the key person(s) that will provide sales, service, installation and training, as well as their professional affiliations and certifications
• Evidence that the firm performs Security background checks on personnel it hires
• Evidence the firm is able to perform FCC Licensing and documentation in-house
• Contact information for at least (3) current clients similar in size and/or structure to Black Hawk College.
• Banking and insurance references (include names, titles, and phone numbers).
• List and briefly describe all legal action for the past three years that your Firm has been: a debtor in bankruptcy; or a defendant in a lawsuit for deficient performance under a contract; or a defendant in an administrative action for the deficient performance on a project; or a defendant in any criminal action.

6. Vendors shall provide evidence they are an Authorized Motorola Dealer
   • Evidence that the firm employs Factory Trained technicians
   • Proof of Legal ownership and/or subscriptions to Motorola software

Vendors are invited to include additional information not requested above, if believed to be useful and applicable to this Appointment process.

**STATEMENT OF NEEDS**

Vendor shall propose pricing for the following project. Pricing for each bullet point item shall be stated separately, with a final, committed, bottom-line total that shall state separately all costs and credits, including but not limited to, installation, freight, trade-ins, etc., etc.

Black Hawk College East Campus desires a communication system utilizing Motorola MOTOTRBO® equipment that shall coordinate the East Campus Police Department with a variety of other area law enforcement, EMS and fire agencies. A coverage area is desired to include areas surrounding the East Campus extending to neighboring cities such as Kewanee, Galva and other rural areas within a similar radius of the East Campus. The ability for the Campus Police and the Facilities Group to communicate on non-police frequencies is also desired.

All equipment shall meet or exceed FCC mandated narrow banding and all other relevant requirements.

*All equipment shall be delivered, installed as/where needed, tested, commissioned to operate, and warranted by December 31, 2012.* The awarded vendor shall provide all necessary appurtenances, including but not limited to cables, antennas, filters, etc., resulting in a complete, successful, and reliable communications system. The awarded vendor shall also provide training as needed.
1. The Police Department desires:

- Eight (8) portable hand-held radios with keypad and batteries, capable of:
  - Sending and receiving communications with the Henry County Sheriff’s Office and other agencies commonly communicated with.
  - Sending and receiving telephone communications integrated with the Black Hawk College phone system. See #3 below, Integration Solution.
- Accessories for portables
  - Eight (8) Lapel microphones with ear bud jack
  - Eight (8) ear buds
  - Eight (8) belt clips
  - Eight (8) holsters
  - Two (2) extra batteries
  - Eight (8) battery chargers (if not already included with the hand-holds)
- One (1) mobile radio to be installed as a desktop base unit installed at the Police Station
- One (1) mobile radio and trunked repeater installed in the East Campus squad car
- Desktop application/software for radio communication via computer
- Trade-in equipment: One (1) non-narrowbandable Motorola Mobile radio currently in the squad car.
- Installation, training, freight, etc.

2. The Facilities Department desires:

- Eight (8) portable hand-held radios with keypad and batteries, capable of:
  - Sending and receiving communications within the Facilities Department
  - Sending and receiving telephone communications integrated with the Black Hawk College phone system. See #3 below, Integration Solution.
- One (1) mobile radio, installed as a desktop base unit at the Welcome Center, also to be used as the secondary dispatch area for the East Campus Police Department.
- One (1) Mobile radio to be installed in the East Campus pickup truck
- Desktop application/software for radio communication via computer
- Accessories for portables
  - Eight (8) Belt clips
  - Eight (8) Battery Chargers (if not already included with the hand-holds)
  - 2 Extra batteries
- Trade-in equipment: Three (3) non-narrowbandable Motorola Mobile radios: One (1) currently in the pick-up truck, one (1) currently in the Welcome Center, and one (1) currently in the dump truck.
- Installation, training, freight, etc.
3. Integration Solution

- The Vendor shall provide a Teldio RBX + Plus Digital Radio Telephone Interconnect as the desired Integration Solution that will enable the sending and receiving of telephone communications from the MOTOTRBO® radios, via the College’s Mitel ICP 3300 running MCD 5.0 (the Teldio RBX + Plus can be found at this link: [http://www.teldio.com/main/products](http://www.teldio.com/main/products)).
- Vendor shall provide a desktop form factor Teldio server, purchased as a preinstalled package direct from Teldio.
- The Vendor shall integrate at least 2 SIP trunk paths between the systems.
- Vendor shall be responsible for the Teldio server programming to integrate with MOTOTRBO® radios and the BHC phone system (Phone system programming will be handled by BHC).
- Vendor shall provide the interface for call logging for voice traffic via SMDR between the systems.
- Motorola turbo radios will be assigned extensions. List of extensions and radios to be determined later and will be provided by BHC. Please price the following licensing options:
  - Two (2) talk Groups tied to two independent extensions. One for Facilities and one for Police. This allows the phone caller to talk to everyone in the talk group at once.
  - One (1) Call private call group for Police department where it will ring multiple radios and create a private call between the phone caller and the person who picks up on the radio.
  - Private radio inbound and outbound calling between BHC radios. Actual number of radios to be determined.
- Option for licensing the Teldio premium features.
- Installation, training, freight, etc.

4. Replacement Parts/Consumables

For future reference please provide pricing for the following replacement parts for the above and include any volume discounts:

- Belt Clips
- Portable antennas
- Lapel microphones
- Mobile microphones
- Batteries

Note: This list is not exhaustive, is not intended to limit the Vendor’s proposal to these items, nor a guarantee of what the College will purchase in the future.

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.
**VENDOR INTERVIEW/PRESENTATION**

The College reserves the right to conduct interviews with the Vendor(s) being considered, if deemed necessary, to assist the College in making the best possible selection decision. Vendor(s) may be required to respond to any additional questions that arise during the Selection Committee’s review of the Vendor’s proposal. No Vendor shall have any rights against BHC as a result of such discussions.

**SELECTION PROCESS**

The Selection Committee will make any necessary reference checks to determine the ability of the Vendor(s) to fulfill proposal requirements. The Vendor shall furnish additional information as may be requested and shall be prepared to show examples of projects it has completed with other customers that are similar to the College’s needs. Black Hawk College at its sole discretion, reserves the rights to accept or reject any or all proposals, or a portion of, all of, or none of any parts thereof, for any or no reason and with no penalty to BHC. Further, the College may appoint to Preferred status any number of Vendors that best meet the requirements of this RFP and are most advantageous to the College, may accept a proposal other than the lowest cost proposal, and reserves the right to reject any proposal if it is determined that the Vendor is not properly qualified to carry out the obligation of any resultant appointment. Further, BHC reserves the right, for any or no reason, and at its sole and absolute discretion, to:

A. Amend, in whole or part, withdraw or cancel this Request for Proposal
B. Waive technicalities and informalities in the selection process
C. Negotiate the terms and conditions of an agreement with the selected Vendor(s), if any. These negotiations could include all aspects of services and fees. Neither the selection of a Vendor nor the negotiation of the agreement with such Vendor shall constitute BHC’s acceptance of the proposal or a binding commitment on behalf of BHC to enter into an agreement with such Vendor, as any binding arrangement must be set forth in an agreement signed by both parties and is subject to all requisite approvals.

Criteria to be considered by the Selection Committee include, but are not limited to:

A. Attendance to the Mandatory Pre-Proposal meeting
B. The Vendor’s responses to the Proposal Requirements and reference checks
C. Past experience with the Vendor
D. Cost

All materials submitted in response to this Request for Proposal will become the property of BHC. Any restrictions on the use of data contained within your submission must be clearly stated in the submission itself. Black Hawk College cannot ensure that all information submitted will be kept confidential and suggests that any proprietary information be clearly marked or otherwise protected by the Vendor. Black Hawk College may be required by the Freedom of Information Act (FOIA) to disclose information about this RFP.
INSTRUCTIONS TO VENDORS

1. GENERAL

Sealed proposals addressed to Mike Meleg, Purchasing, 6600-34th Avenue, Moline, Illinois, 61265 and marked with proposal RFP 03-13 are due no later than 2:00 p.m. local time on Thursday, September 13, 2012. 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. 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.

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 are to 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.

9. 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.
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 BHC. Assignment shall in no way relieve the Vendor of any of its obligations.
INSTRUCTIONS TO VENDORS

1. Please submit five (3) proposals (one original typewritten or printed in ink, and two copies) in a sealed package addressed and clearly marked as follows:

   Purchasing RFP 03-13
   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, please fill out the Courtesy “Notice of Intent to Bid” Form (Attachment E) and sent to Mike Meleg as directed on the form.

7. One completed original copy of the Guidelines for Contractor and Vendor Disposal of Waste Form (Attachment F) must be submitted with your proposal package.

8. No taxes are to be included in any proposal or proposal price. Generally, states and political subdivisions are exempt from Federal taxes, such as excise and transportation. To the extent any sales, import or other taxes apply they are to be invoiced as a separate item.

9. Bidders are urged to compute all discounts for prompt payment into the proposal prices, with terms of payment to be Net 30 days. Such proposals may receive preference. If a cash discount is proposed and accepted, it will be considered earned if paid within 30 days after receipt of correct invoice or acceptance of goods, whichever is later.

10. Trade discounts, when quoted, should be reduced to a single percentage.

11. Any proposal or bonds signed by an agent or attorney-in-fact shall be accompanied by evidence of authority.

12. It is the Vendor’s responsibility to have the proposal correctly marked and in the Purchasing Office by the specified date and time for opening. NO EXTENSIONS WILL BE GRANTED.

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

14. The College will evaluate all proposals and intends to award a contract on Friday, October 19, 2012. The College reserves the right to accept and/or reject any or all proposals or parts thereof.
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 or/and 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, of 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 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.

**Our Core Values:** Appreciation of Diversity, Caring and Compassion, Fairness, Honesty, Integrity, Respect and Responsibility
EXECUTION OF PROPOSAL
(Attachment C)

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

Purchasing RFP 03-13
Black Hawk College
6600 34th 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 September 13, 2012, 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.
NOTICE OF INTENT TO BID FORM  
(Attachment E)  

Due September 6, 2012  

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

PREFERRED VENDOR(S), VHF 2-WAY RADIO EQUIPMENT, SERVICES AND SUPPORT, EAST CAMPUS RFP 03-13  

Contact Person:  ____________________________________________________________  

Title:  ____________________________________________________________  

Company Name:  ____________________________________________________________  

Street Address:  ____________________________________________________________  

City, State and Zip:  ____________________________________________________________  

Telephone:  ____________________________________________________________  

E-Mail Address:  ____________________________________________________________  

Signature:  ____________________________________________________________  

Date:  ____________________________________________________________  

Vendors who do not submit this NOTICE OF INTENT TO BID form by Thursday, September 6, 2012 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 34th Avenue  
Moline, IL  61265  

Phone:  (309) 796.5002  
Fax:  (309) 796.0838  
Email:  melegm@bhc.edu
GUIDELINES FOR CONTRACTOR AND VENDOR DISPOSAL OF WASTE
(Attachment F)

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

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

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

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

(Please keep this section for your files.)

(Please send this section with your proposal.)

STATEMENT OF AGREEMENT TO CONTRACTOR AND VENDOR DISPOSAL OF WASTE

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

________________________________________________________________________
(Signature – must be in ink)

________________________________________________________________________
(Typed or Printed Name)

________________________________________________________________________
(Company)

________________________________________________________________________
(Date)
FOR YOUR CONVENIENCE, THE FOLLOWING CHECKLIST WILL ASSIST YOU IN SUCCESSFULLY SUBMITTING A COMPLETE PROPOSAL

1. Did you include THREE (3) hard copies of your proposal (one original and two (2) copies)?

2. Did you read and do you agree to all terms and conditions, including Attachment B, in this proposal?

3. Did you complete and include two (2) completed original copies of the Execution of Proposal, Attachment C?

4. Did you complete and include the Vendors Certification, Attachment D?

5. Did you submit the Notice of Intent to Bid Form, Attachment E, by September 6, 2012?

6. Did you complete and include the Guidelines for Contractor and Vendor Disposal of Waste (Attachment F)?