



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

DATE: February 10, 2016

**TO BE OPENED ON  
March 23, 2016  
RFP 11-16**

**\*\*\*IMPORTANT\*\*\*  
SHOW "RFP 11-16"  
ON OUTSIDE OF  
MAILING ENVELOPE**

**REQUEST FOR PROPOSAL (RFP)  
HON PREFERRED VENDOR(S), DISTRICT WIDE  
RFP 11-16**

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 Wednesday, March 23, 2016, 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 Black Hawk Room, Room 255 located in Building One, Second Floor**, 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**

<b>VENDOR INFORMATION:</b>
<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.

**USING DEPARTMENT**

District Wide

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

Whereas Black Hawk College (BHC) has standardized on HON products for the majority of its office furniture needs, BHC is soliciting formal proposals from Vendors to provide HON's entire product offerings, plus Vendor services such as, but not limited to delivery, installation, design and layout, and warranty repairs to all BHC District locations for three (3) years, with an option for BHC to renew for two (2) additional one-year terms. The selected Vendor(s) shall be considered as a Preferred Vendor(s), and would be given first preference to provide these goods, services, and support as needed. BHC may select more than one Preferred Vendor.

## **TIME TABLE**

<b>DATE</b>	<b>EVENT</b>
February 10, 2016	Mailing of Request for Proposal RFP 11-16
February 24, 2016	Mandatory Pre-Proposal Meeting, 10:00 a.m., Black Hawk Room # 255
March 2, 2016	Intent to Respond Form (Attachment B) form due
March 23, 2016	Proposals due at 2:00 p.m. in the Purchasing Office
April 4 – April 8, 2016	Presentations, if needed
April 28, 2016	Anticipated Board of Trustees Approval
April 29, 2016	Anticipated Award of Appointment to Preferred Vendor Status

## **MANDATORY PRE-PROPOSAL MEETING**

A **mandatory** Pre-Proposal meeting will be held at 10:00 a.m. on Wednesday, February 24, 2016, in the Black Hawk Room, Room 255, second floor, at Black Hawk College, 6600 34<sup>th</sup> Avenue, Moline, Illinois, 61265. 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.

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

## **INTENT TO RESPOND**

Vendors are requested to submit the "Intent to Respond Form", Attachment B, via fax or e-mail to Mike Meleg as directed on the form by Wednesday, March 2, 2016.

## **VENDOR INTERVIEW/PRESENTATION**

BHC reserves the right to conduct interviews, if deemed necessary, to assist in making the best possible selection decision. Selected Vendor(s) may be required to make oral presentations during the week of April 4 – April 8, 2016, or respond to any additional questions that arise during the review of the Vendor's proposal. Failure of a Vendor to conduct a presentation on the date scheduled may result in rejection of the Vendor's proposal. No Vendor shall have any rights against BHC as a result of such discussions.

## **LOCATIONS**

Vendor(s) shall provide goods and services to all BHC District locations during their appointment to Preferred Vendor status. The College presently has locations in Rock Island and Henry Counties.

## **EXPECTATIONS**

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

- A. Best Value by providing HON goods, plus services such as, but not limited to diversity, delivery, installation, design and layout, and warranty repairs over the life of the appointment at the lowest total cost.
- B. Flexibility to perform installations, services, and support, on demand or on weekends as needed.
  - o Installers shall at all times be dressed in clean uniforms (clearly identifying their employer) and will observe all regulations in affect upon BHC premises.
- C. Knowledge, experience, qualifications and professionalism to perform superior work, create designs and layouts, and make recommendations to BHC for its HON needs.
- D. Accessibility to personnel that will provide prompt quotations, rush services, attend meetings, and provide expert advice on demand.
- E. Financial Stability that assures BHC is backed by a strong organization that will work with the HON in BHC's best interests, honor all warranties in a timely fashion, and remain a viable business for the duration of the appointment.

## **PROPOSAL REQUIREMENTS**

Three (3) hard copies of the proposal shall be submitted, each in their own separate ring binder, and shall be indexed with tabs A through H which contains the information requested in the paragraphs below:

- A. Vendor shall provide price lists and proposed discount structures for the various types of products that make up the full line of HON products. Vendor must specify their level of dealership (Showcase, Diamond, etc.). Vendor shall state the normal lead times for the products. Vendor shall propose a pricing structure for freight, installation and design services. All discounts and pricing proposed shall be in matrix format so that the College can calculate the final delivered and installed price of any HON product, and any design fees if required. 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 manufacturers. Pricing shall be renegotiated for any renewal terms.
- B. Vendor shall propose the labor rate for installation that is inclusive of all fees, including but not limited to travel, fuel, vehicle fees, surcharges, environmental/disposal fees, etc.

Note: Vendor shall be required to tear down and re-install equipment not necessarily purchased from the Vendor. The College anticipates this would most commonly occur when the College requires existing furniture to be moved.

The labor rate shall be based on the Prevailing Wage of the County where the work is taking place, see Page 7, Paragraph 7, "Prevailing Wage" in the Additional Information section below. 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.

- C. Vendor shall describe the warranty offered by HON. Describe the warranty your Firm offers for its services. Describe the Vendor's ability for on-site repair of HON products; 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.
- D. Vendor shall provide information on its Firm to include:
- a. Name, address, phone, fax number and website of the Firm's location responsible for BHC
  - b. Name, address, phone, fax number and website of all other Firm locations
  - c. Name, phone, fax and e-mail address of principal(s) and contact(s) responsible for BHC
  - d. Size, organizational and ownership structure of the company
  - e. Number of years in business
  - f. Current annual sales
  - g. Total number of employees
  - h. 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.
  - i. Number of installers and their experience
  - j. Names of the key person(s) that will provide sales, service, installation and training, as well as their professional affiliations and certifications
  - k. Contact information for at least (3) current clients similar in size and/or structure to Black Hawk College.
  - l. Banking and insurance references (include names, titles, and phone numbers).
  - m. List and briefly describe all legal action for the past three years in which the 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.
- E. Vendor shall provide original signed and completed copies of the following: two (2) copies of Attachment C, one (1) of Attachment D, one (1) of Attachment E, and one (1) of Attachment F.
- F. Describe the Firm's processes from planning to completion of furniture projects. Include management and control of costs, scheduling, quality, safety, team communication, personnel training, and other areas that are important.
- G. Describe new and innovative products and projects the Firm has sold and/or installed in the last two years. Please describe how the Firm researches and seeks out new design/new products. Does the Firm have staff dedicated to such research? How does the Firm evaluate new products and incorporate them in its specifications?
- H. Describe the Firm's process for handling Change Orders

Vendors are invited to include additional information not requested above, if believed to be useful and applicable to this Request for Proposal.

## INSTRUCTIONS TO VENDORS

1. Please submit three (3) proposals in ring binders with tabs indexed A through H in a sealed package addressed and clearly marked as follows:

### HON PREFERRED VENDOR(S), DISTRICT WIDE RFP 11-16

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. Please complete the Intent to Respond Form (Attachment B) by Wednesday, March 2, 2016, and fax or e-mail it 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. One completed original copy of the Guidelines for Contractor and Vendor Disposal of Waste (Attachment E) must be submitted with the proposal package.
8. One completed original copy of State of Illinois Business Enterprise for Minorities, Females, and Persons with Disabilities Act Information (Attachment F)
9. 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.
10. 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.
11. Trade discounts, when quoted, should be reduced to a single percentage.
12. Any proposal or bonds signed by an agent or attorney-in-fact shall be accompanied by evidence of authority.
13. 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.**
14. The College will not reimburse the Firms for any work associated with the submission of this proposal.
15. The College will evaluate all proposals and anticipates awarding a contract no earlier than Friday, April 29, 2016. 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 "HON PREFERRED VENDOR(S), DISTRICT WIDE RFP 11-16". Proposals are due not later than 2:00 p.m. local time on Wednesday, March 23, 2016. Unsigned or late bids will not be considered. Any discussions with College personnel other than as listed above regarding this RFP while the RFP is in progress (from the time Vendor receives this RFP until final award is made) are strictly prohibited. Such contact and discussion may result in disqualification of Vendor's proposal.

### **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 work 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 federal, 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, 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**

The College 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 the College. 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. 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 in evaluating the proposals shall include, but are not limited to:

- A. Attendance to the mandatory Pre-Proposal meeting
- B. The Vendor's responses and conformity with specifications and proposal requirements,
- C. Past experience with the Vendor
- D. Pricing
- E. Terms of delivery
- F. Quality
- G. Serviceability
- H. Reference checks and presentations
- I. The Vendor's MBE status

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.

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.

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.

A recommendation will be prepared to be considered by the Board of Trustees and voted on at its Thursday, April 28, 2016 meeting. Firms that submitted proposals may seek the results of the Board's decision on Friday, April 29, 2016.

This request in no manner obligates Black Hawk College to the eventual purchase of any services described, implied or which may be proposed unless confirmed by agreement award. 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.

## **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. INSPECTION**

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

## **15. PUBLIC DISCLOSURE**

As Black Hawk College is a nonprofit, publicly funded institution, any document submitted in response to this solicitation will not be returned, will become part of the public record, and is subject to the Freedom of Information Act (FOIA) law. As such, proposals may be released to third parties without prior notice to Vendor as required to comply with legal requirements.

## **16. 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.

## **17. 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.

## **18. WARRANTY**

Vendor shall warrant that its goods and services shall be provided in a good and workmanlike manner.

## 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)**

**To be faxed or e-mailed by March 2, 2016**

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

**HON PREFERRED VENDOR(S), DISTRICT WIDE RFP 11-16**

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 Wednesday, March 2, 2016 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) 796.5429  
Email: [melegm@bhc.edu](mailto:melegm@bhc.edu)**

**EXECUTION OF PROPOSAL**  
**(Attachment C, to be included in Tab E of the Proposal)**

PLEASE PROVIDE TWO (2) ORIGINAL COPIES

**HON PREFERRED VENDOR(S), DISTRICT WIDE RFP 11-16**

Black Hawk College  
6600 34<sup>th</sup> Avenue  
Moline, IL 61265

I have examined the specifications and instructions included herein and agree, provided I am awarded a contract within **ninety (90) days of March 23, 2016**, 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, to be included in Tab E of the Proposal)**

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\*.

Furthermore, any Vendor, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug-Free Workplace Act (Chapter 30 ICLS 580) that it shall provide a drug-free workplace for all employees engaged in the performance of work under any awarded contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of the contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.

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

By \_\_\_\_\_  
(Must be actual signature in ink of a representative of Vendor authorized to legally commit the Vendor.)

Address \_\_\_\_\_

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

\*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.

**GUIDELINES FOR CONTRACTOR AND VENDOR DISPOSAL OF WASTE**  
**(Attachment E, to be included in Tab E of the Proposal)**

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

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

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

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

(Please keep this section for your files.)

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(Please send this section with your proposal.)

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

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

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

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

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

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

**STATE OF ILLINOIS**  
**Business Enterprise for Minorities, Females, and Persons with Disabilities Act**  
**Information**  
**(Attachment F, to be included in Tab E of the Proposal)**

Vendor shall provide the following information on the MBE status of its business so that the College can comply with the *Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575/1, et seq.*

**Diverse Business (information about the business owner(s) only)**

- African American
- Alaskan Native/Native American
- Asian American
- Disabled
- Female
- Hispanic American
- Veteran
- Not Applicable

**Small Business**

- HUBZone small business
- Service-disabled veteran-owned small business
- Small Business
- Small disadvantaged business
- Veteran-owned small business
- Women-owned small business
- Not Applicable

**Certifying Organization**

- DCMS (Department of Central Management Services) Business Enterprise Program
- CMBDC (Chicago Minority Business Development Council)
- IDOT (Illinois Department of Transportation)
- WBDC (Women's Business Development Center)
- Other (Please Specify)
- Not Applicable

For more information please visit:

<http://www.illinois.gov/cms/business/sell2/bep/Pages/Default.aspx>



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

- |  |     |    |
|--|-----|----|
| 1. Did you include three (3) hard copies of the proposal, each in their own ring binder with tabs indexed A through H? | YES | NO |
| 2. Did you read and do you agree to all terms and conditions, including Attachment A, in this proposal?                | YES | NO |
| 3. Did you submit the Intent to Respond Form, Attachment B by March 2, 2016?   | YES | NO |