



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

**DATE: March 29, 2019**

**TO BE OPENED ON  
May 10, 2019  
RFP 09-19**

**\*\*\*IMPORTANT\*\*\*  
SHOW "RFP 09-19" ON  
OUTSIDE OF MAILING  
ENVELOPE**

**REQUEST FOR PROPOSAL (RFP)  
ASSESSMENT SOFTWARE  
RFP 09-19**

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, May 10, 2019, in the Finance Office at Black Hawk College Quad Cities Campus, located at 6600 34<sup>th</sup> Avenue in Building One, Second Floor, Room 244A, then opened publicly, read aloud and recorded immediately thereafter when possible, in the Black Hawk Room, Room 255,** 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>
Contact:
Company:
Address:
City/State/Zip:
Telephone:
Fax Number:
Email Address:

**GENERAL**

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

**USING DEPARTMENT**

Planning and Institutional Effectiveness

## **RFP TIME TABLE**

<b>DATE</b>	<b>EVENT</b>
March 29, 2019	Mailing of Request for Proposal RFP 09-19
April 12, 2019	Mandatory Pre-Proposal Meeting at 2:00 p.m. in the Black Hawk Room, Building 1
April 19, 2019	Addendum 1 Published, if needed
April 26, 2019	Submission of Intent to Respond Form Attachment B
May 10, 2019	Proposals due by 2:00 p.m.
June 3 – June 7, 2019	Oral Presentations, Interviews, and Demonstrations, if needed
June 27, 2019	Anticipated Board of Trustees Approval
June 28, 2019	Anticipated Award of Contract

## **MANDATORY PRE-PROPOSAL MEETING**

A Mandatory Pre-Proposal Meeting will be held at Black Hawk College, 6600-34<sup>th</sup> Avenue, Moline, Illinois 61265 in the Black Hawk Room, Building One, second floor, room 255, beginning at **2:00 p.m. on Friday, April 12, 2019**. Meeting attendance is mandatory, as the Pre-Proposal meeting will be the only opportunity for Firms to raise any questions, exceptions, or additions they have concerning the BCP to be provided or this RFP document. If a Firm discovers any ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Firm should raise these issues at the meeting. Attendance may be in-person or via dial-in conference by dialing **+1 844 572 5683,,349623# or +1 512 489 3100,,349623# or +1 512 823 0450,,349623#** and entering passcode **248084**.

**It is mandatory that all interested Firms attend the Pre-Proposal meeting; proposals from Firms not attending the meeting in-person or by dial-in conference will not be accepted.**

## **ADDENDUM 1**

Any changes needed to the RFP document or any unanswered questions from the Pre-Proposal meeting will be answered by addendum on **April 19, 2019**. Only Firms attending the Pre-Proposal meeting will be copied on the addendum.

## **INTENT TO RESPOND**

Firms shall submit the Intent to Respond form (Attachment B) **by 5:00 pm local time on Friday, April 26, 2019**. Failure to submit the Intent to Respond form may result in the Firm's removal from consideration on future proposals. Only those Firms who indicate their desire to participate in this proposal by indicating as such on the Intent to Respond form and submitting the form will be copied on any Addenda issued thereafter.

## **ORAL PRESENTATIONS, INTERVIEWS AND DEMONSTRATIONS**

In order to assist the College in making the best possible choice, selected Firm(s) may be required to make oral presentations and be interviewed during the time frame of **Monday, June 3 - Friday, June 7, 2019**. The presentation/interview shall take place at Black Hawk College, and shall be at no cost or obligation to the College. Failure of a Firm to conduct a presentation on the date and time scheduled may result in rejection of the Firm's proposal.

## **PURPOSE**

Black Hawk College is seeking an enterprise-wide solution that will assist the College in academic assessment at both the programmatic and course levels, as well as a solution that addresses its institutional and strategic planning and accreditation needs. The College seeks a system that will provide a centralized database for the collection, analysis and reporting of student learning outcomes, program review, and accreditation, strategic planning, institutional effectiveness and faculty credentialing. The product selected will support program and course level assessment, and institutional and strategic planning initiatives. The ideal solution will be capable of integrating with the College's current Learning Management System (Canvas), ERP system (Ellucian), Pearson myMathLab, ZogoTech Data Warehouse, and other systems utilized in the development and tracking of academic and institutional initiatives/plans and student learning/outcomes.

## **BACKGROUND**

Assessment is a priority for Black Hawk College. In review of current processes and from feedback from faculty, Faculty Senate student learning committees, academic deans and administration, it has been determined that the current process is not sustainable, nor does it provide informative metrics to base continuous improvement plans. An assessment management system will not only streamline and centralize the collection of assessment data, but it will also help inform stakeholders of program academic outcomes, achievements and viability, progress on the strategic plan and non-instructional unit plan outcomes, achievements and viability.

## **PROJECT SCOPE**

The Firm shall service and support the College's needs at multiple campus locations. The Firm shall have a dedicated, fully trained support staff with knowledge of the assessment of student learning. The Firm will supply a centralized, end-user friendly, assessment management system that at a minimum is capable of being a comprehensive solution for assessment with the ability to:

1. Collect and document (college-wide) student learning outcome assessment data,
2. Link and track assessment data with general education outcomes, departmental and academic goals, accreditation standards, and strategic plan initiatives.
3. Collect and document assessment of outcomes and objectives in administrative and educational and student support services programs/departments
4. Support recurring assessments which demonstrate longitudinal progress and continuous improvement
5. Easily integrate with the Canvas Learning Management System
6. Provide easy reporting capabilities and features such as correlation and trend analysis, program and course level comparison, progress toward goals and more
7. Easily generate reports including customizable report templates for but not limited to program review, assessment and accreditation
8. Export data for external reporting purposes
9. Manage faculty qualification/ credentialing information
10. Manage strategic planning, goal alignment and progress with strategic planning and accreditation requirements

## **PROJECT SCHEDULE - MILESTONES**

Initiation of implementation would take place summer of 2019. This would cover creating linkages to current Learning Management System (LMS- Canvas) and Student Information System (SIS-Banner Ellucian) creating student learning outcome linkages for initial identified programs, developing and administering training for key College personnel and other consulting needs. The software will be available for faculty use starting in Fall 2019. Target goal is to have 45% of programs utilizing it by end of September 2019, with 80% or programs utilizing the software by spring 2020.

## **PROPOSAL PREPARATION AND SUBMITTAL**

Five (5) copies of the proposal shall be submitted, each copy in its own ring binder, with tabs for each section in this order: 1) Cover Letter, 2) Vendor Information, 3) Ongoing System Maintenance and Support Requirements, 4) Technical Requirements, 5) References, and 6) Cost Proposal. Information being requested within each section shall be provided in the same order as shown below.

If different software packages are being proposed, then five (5) copies of each different proposal shall be provided, according to the above stated requirements.

Additionally, Firms shall provide one (1) copy of each proposal in electronic format on flash drive or CD.

### **1) Cover Letter:**

- A. Cover letter shall at minimum include a statement of the Firm's understand of the software and services to be provided.

### **2) Vendor Information**

- A. Describe the Firm's qualifications to provide the requested assessment software and services.
- B. Name, address, phone, fax, and website of the location responsible for Black Hawk College.
- C. Name, address, phone, fax, and website of all other locations.
- D. Name, phone number, fax and email address for principal(s) and contact(s) responsible for Black Hawk College.
- E. Size, organizational and ownership structure of the Firm.
- F. Description of the Firm's business, experience, competencies, and overall organizational capabilities.
- G. Corporate organization chart indicating key management team members.
- H. Number of years in business.
- I. Description of the Firm's capabilities to provide the requested software and services.
- J. Description of the project staff, qualifications, and relevant experiences of all staff that would be involved, including length of time at the Firm and responsibilities that each staff member will have during the execution of this project.
- K. Overview of approach and description of methodology to be used.
- L. Description of project structure and detailed project timelines and phases (if applicable).
- M. List and briefly describe all legal action for the past three years in which the Firm has been:
  - 1) A debtor in bankruptcy, 2) A defendant in a lawsuit for deficient performance under a contract, 3) A defendant in an administrative action for the deficient performance on a project, 4) A defendant in any criminal action.

### **3) Ongoing System Maintenance and Support Requirements**

- A. After implementation, how are questions and requests for programming changes and technical assistance handled?
- B. Describe your customer support organization, including structure, higher education experience and ability to access program managers and developers.
- C. Describe the different types of support options available.
- D. What hours (Central Standard Time) are customer support personnel available? Is 24/7 support available? Describe available web-based support.
- E. What are the options available for software maintenance agreements?
- F. What type of support and training is provided for new system releases?
- G. How often and what is the process for delivering new system releases?
- H. How are enhancements and customizations prioritized, tracked, and priced?

### **4) Technical Requirements**

- A. Provide detailed information regarding the system hardware and server requirements for the software proposed to meet the functionality and system requirements of this RFP.
  - a. Define server requirements and provide specifications (including recommended operating systems, web server software etc.)
  - b. Define the minimum desktop workstation hardware and software requirements
  - c. Describe the hardware, core product software, and third-party software included in the proposed solution.
  - d. Describe details of network communications required between the web server, app server, database server, and any other required servers.
  - e. Provide a detailed architecture diagram of the physical and logical topology that describes appropriate hardware and software environments.
- B. Indicate the average online response time (in seconds) and the average online up-time percentage (as percent of scheduled uptime) achieved at end-user workstations. If benchmarking data is available from your current customers, please include.
- C. Describe the documentation provided for all updates and fixes including functional, technical documentation and the time line for the delivery of such documentation.
- D. Describe in detail the security and disaster planning approaches
  - a. Provide an overview of the Business Continuity and Disaster Recovery strategy along with outcomes of most recent tests.
  - b. Include a recommendation for Black Hawk College in its own Business Continuity Plan, should the proposed software service go down more than 24 hours.
  - c. Include a list of recovery sites and their geographic locations.
  - d. Include information about geographic locations of security centers.
  - e. Provide information about owned data centers, or shared space.
  - f. Indicate security measures in place to guard against, or detect, intrusions.
  - g. Include instances of any software breaches that required notification to individuals.
  - h. What was the timeframe and results of the last external penetration test?
  - i. Include test plans for security vulnerabilities, along with projected frequency.
  - j. Include any code review processes.
  - k. Include a copy of the current non-disclosure agreement.
  - l. Include a copy of the current data encryption policy.
  - m. Describe the approach to be used in providing data backup.

- n. Acknowledge that you have read, understand, and agree to the College's Insurance Requirements shown in Section 12 of Instructions to Vendors.

#### E. Data Management

- a. Will Black Hawk College own the data?
- b. Provide your definition of software ownership.
- c. Describe the integration capacity with Microsoft products (i.e. Outlook, Word, Excel, and CSV files).
- d. Describe the interface with Banner and whether it is real time or in batch processes.
- e. Provide requirements for any plug-ins.
- f. Is there a data ceiling or threshold with this software? If so, indicate any costs incurred by the College.
- g. Include guidelines for how old data will be handled and/or archived, and deleted.
- h. Include guidelines for data retrieval steps if data is inadvertently deleted.
- i. Include any current data schema, layouts, or other means to describe where data resides and the relationship with other data.

#### F. Software Configuration

- a. Describe the capability for user-defined fields.
- b. Does the software have automated log of data entry?
- c. What is the ability to create and support a test environment and is this included in the cost?
- d. Does the software include role-based security and permissions for users?
- e. What is the minimum bandwidth requirement for the web-hosted product?
- f. What is the minimum bandwidth requirement to run the software?

#### G. Operation, Service and Support

- a. Provide a report detailing uptime by year for the most recent 5 years.
- b. Provide information explaining any outages in the last 5 years, including duration and times. If any outages have occurred, include descriptions of measures taken to resolve recurring issues.
- c. Include general description of planned outages and communications plan for future planned outages.
- d. Provide a copy of Service Level Agreement stating uptime and support measures.
- e. Include a product release cycle explaining how updates are rolled into the software and communication plan to clients.
- f. What is the average phone wait time for technical support?
- g. What is the average tenure of your support technicians?
- h. What is the support structure for software issues and the escalation process?
- i. How is the software performance tracked and validated?
- j. What is your communication plan to Black Hawk College when poor performance is detected?
- k. Propose a timeline for successful implementation that accommodates the Project Schedule-Milestones.
- l. Provide a list of all delivered canned reports with an explanation of the reports functional purpose.
- m. Describe the various reporting tools that are delivered with the software.
- n. Explain how ad hoc reports can be created and state much IT intervention is required for developing ad hoc reports.

H. Sample/Test of Software

- a. Provide a link(s), test user name(s), and temporary password(s) so that the College may examine all software being proposed.

**5) References:**

- A. Provide five independent references from five (5) different projects of similar scope, nature, and complexity and from community college entities. Include the following information:
  - a. Name of community college
  - b. Address, City, State/Country
  - c. Contact Name, Title, Phone Number, and Email address
  - d. Year(s) as client
  - e. Number of faculty participants
  - f. Comments regarding the status of the project

**6) Cost Proposal:**

- A. Submit details on the following costs, for all options being proposed:
  - a. Hardware
  - b. Software
  - c. Warranty
  - d. Maintenance
  - e. Usage/data, connectivity, downloads, uploads
  - f. Support
  - g. Installation
  - h. Training and travel expense

## **INSTRUCTIONS TO VENDORS**

### **1. GENERAL**

Sealed proposals shall be addressed to Black Hawk College Purchasing Department, 6600 - 34th Avenue, Moline, Illinois, 61265 and marked "Assessment Software RFP 09-19". Proposals are due not later than 2:00 p.m. local time on Friday, May 10, 2019. 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. 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 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**

Proposals will be evaluated on the basis of:

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

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 proposals will be reviewed by a committee, and a recommendation will be prepared to be considered by the Board of Trustees and voted on at its Thursday, June 27, 2019 meeting. Firms that submitted proposals may seek the results of the Board's decision on Friday, June 28, 2019.

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. 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.

Vendors needing access to College computer systems shall provide a Certificate of Cyber Liability Insurance with limits of at least \$5,000,000 including coverage for credit monitoring services post breach, with Black Hawk College, its employees, and Black Hawk College Board of Trustees named as Additional Insureds. The Certificate shall provide not less than 30 days advance notice in writing in the event of change or cancellation.

### **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.

### **19. DRUG-FREE WORKPLACE**

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.

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

## INSTRUCTIONS TO VENDORS

1. Please submit five (5) hard-copy proposals, and one electronic copy on disc or flash drive) of the Pricing Proposal, two (2) copies of Attachment C, one (1) copy of Attachment D, and one (1) copy of Attachment E in a sealed package addressed and clearly marked as follows:

Purchasing  
Assessment Software RFP 09-19  
Black Hawk College  
6600 34<sup>th</sup> Avenue  
Moline, IL 61265

2. Proposals submitted via fax or E-mail will not be accepted.
3. Read and comply as applicable with the Standard Terms and Conditions (Attachment A).
4. Fill out the Intent to Respond form (Attachment B) and sent to Mike Meleg as directed on the form.
5. Two completed original copies of the Execution of Proposal (Attachment C) Form (typewritten or printed and signed in ink) must be submitted with your proposal package.
6. One completed original copy of the Vendor Certification form (Attachment D) must be submitted with your proposal package.
7. One completed original copy of the State of Illinois Business Enterprise for Minorities, Females, and Persons with Disabilities Act Information (Attachment E) 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 no earlier than Friday, June 28, 2019. The College reserves the right to accept and/or reject any or all proposals or parts thereof.

## STANDARD TERMS AND CONDITIONS (Attachment A)

1. **Acceptance and Rejection:** Black Hawk College reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.
2. **Time for Consideration:** Additional consideration may be given to bids allowing not less than 30 days for review and acceptance.
3. **Resale Price Maintenance:** Black Hawk College opposes resale price maintenance in public bidding, and bid prices based on this or other anticompetitive practice will be subject to appropriate remedies.
4. **Non-Discrimination and Affirmative Action:** The Vendor agrees not to discriminate against any client, employee, or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental, or physical disability with regard to, but not limited to, the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any Vendor who is in violation of this clause or any applicable affirmative action program shall be barred forthwith from receiving awards of any purchase order from the State unless a satisfactory showing is made that discriminatory practices or noncompliance with applicable affirmative action programs have terminated and that a recurrence of such acts is unlikely.
5. **Sexual Harassment:** An amendment to the Illinois Human Rights Act requires eligible bidders for state contracts to implement detailed and specific sexual harassment policies. Every party bidding for and/or obtaining a public contract is required to have written sexual harassment policies that must include, at a minimum, a statement that sexual harassment is illegal, the definition of sexual harassment under state law, a description of sexual harassment (utilizing examples), the party's internal complaint process including penalties, the legal recourse, investigative and complaint process available through the Illinois Human Rights Department and the Commission including directions on how to contact the Department and Commission and the applicability of protection against as provided by the Human Rights Act.
6. **Specifications:** Any deviation from the specification set forth must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefor. Deviations should be explained in detail.
7. **Manufacturer's Names:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for purpose of description and establishing general quality levels. Such references are not intended to be restrictive and equivalent products of any manufacturer may be offered. Determination of equivalency shall rest solely with Black Hawk College.
8. **Information and Descriptive Literature:** Bidders are to furnish all information requested and in the spaces provided on the bid invitation form. Further, as may be specified elsewhere, each bidder must submit with his bid cuts, sketches, descriptive literature, and/or complete specifications covering the products offered. Reference to literature submitted previously does not satisfy this provision. Bids in non-compliance with these requirements will be subject to rejection.
9. **Condition and Packaging:** Unless otherwise defined in the bid invitation or submission, it is understood and agreed that any item offered or furnished shall be new, in current production and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.
10. **Safety Standards:** Manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in accordance with any State or local requirements for labeling or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Engineers for pressure vessels, the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies, or the American Gas Association for gas operated assemblies. Further, all items furnished by the successful bidder shall meet all requirements of the Occupational Safety and Health Act (OSHA) and State, local, and federal requirements relating to clear air and water pollution.
11. **Samples:** Samples may be requested as a part of the solicitation or after the opening of bids. When requested, they are to be furnished as called for, free of expense, and if not destroyed will upon request be returned at bidder's expense. Bidder's request for return of samples must be made not later than the date on which they are furnished. Bidder shall label each sample individually with bidder's name and item number.
12. **Governmental Restrictions:** In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of any item offered on this bid prior to delivery, it shall be the responsibility of the successful bidder to notify the Purchasing Office at once, indicating in his letter the specific regulation which requires such alterations. Black Hawk College reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract.
13. **Award, Payment, and Assignment:** Award will be made to the responsive and responsible bidder whose bid is most economical according to criteria designated in the solicitation. Acceptance is to be confirmed by purchase order issued by or on part of the using agency, including shipping and billing instructions; the using agency is responsible for all payments. Neither the contract nor payments due may be assigned except with prior written approval of Black Hawk College Purchasing Agent.
14. **Performance and Default:** Black Hawk College reserves the right to require performance bond from successful bidder. Otherwise, in case of default on part of the contractor Black Hawk College may procure the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby. The accepted remedies of force majeure will be considered in assessing any contractor default.
15. **Patents:** The contractor agrees to hold and save Black Hawk College, its officers, agents, and employees harmless from liability of any kind, including costs and expenses, with respect to any claim, action, cost, or judgment for patent infringements arising out of purchase or use of equipment, materials, supplies, or services covered by this contract.
16. **Reserved:** (Reserved for including any additional Standard Provisions that may be required.)
17. **Singular - Plural:** Words in the singular number include the plural and these in the plural include the singular, unless the context directs otherwise.
18. **Advertising:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial promotion or advertising without prior approval of Black Hawk College Purchasing Agent.



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

**Due April 26, 2019**

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

**Assessment Software RFP 09-19**

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 5:00 pm on Friday, April 26, 2019 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)**

ASSESSMENT SOFTWARE RFP 09-19  
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 one hundred twenty (120) days of May 10, 2019, 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 \* \_\_\_\_\_  
\* 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.



**STATE OF ILLINOIS**  
**Business Enterprise for Minorities, Females, and Persons with Disabilities Act**  
**Information**  
**(Attachment E)**

The College recognizes the importance of increasing the participation of businesses owned by minorities, females and persons with disabilities in public contracts. It is the policy of the College to promote the economic development of disadvantaged business enterprises by setting aspirational goals to award contracts to businesses owned by minorities, females, and persons with disabilities for certain services, to the extent provided by the Business Enterprise for Minorities, Females and Persons with Disabilities Act ("Act"), 30 ILCS 575/0.01 et seq. and the Business Enterprise Council for Minorities, Females, and Persons with Disabilities ("Council") which serves to implement, monitor and enforce the goals of the Act.

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.

**Your Company Name:** \_\_\_\_\_

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**

- ✓ Did you submit Five (5) copies of the Proposal (see pages 4 – 7)?
- ✓ Did you submit one electronic copy of the proposal on disc or flash drive?
- ✓ Did you read and do you agree to all Terms and Conditions Attachment A?
- ✓ Did you submit the Intent to Respond form (Attachment B) by April 26, 2019?
- ✓ Did you submit two (2) copies of Attachment C with the proposal?
- ✓ Did you submit one (1) copy of Attachment D with the proposal?
- ✓ Did you submit one (1) copy of Attachment E with the proposal?