REQUEST FOR PROPOSAL (RFP)
LEARNING MANAGEMENT SYSTEM VENDOR, DISTRICT WIDE
RFP 06-12

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, November 18, 2011, 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 immediately thereafter when possible, in the Black Hawk Room located in Building One, Second Floor, 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 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
IT, District Wide
PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)

Black Hawk College (hereafter referred to as BHC or the College) is soliciting formal proposals from Vendors to provide a web hosted Learning Management System (LMS) to all College District locations for three (3) years, with an option for the College to renew for two (2) additional one-year terms.

TIME TABLE

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<tr>
<td>October 21, 2011</td>
<td>Mailing of Request for Proposal RFP 06-12</td>
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<tr>
<td>November 1, 2011</td>
<td>Mandatory Pre-Proposal Meeting, 11:00 a.m., Black Hawk Room #255</td>
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<tr>
<td>November 8, 2011</td>
<td>Deadline for e-mailed questions, 5:00 p.m. local time</td>
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<td>November 10, 2011</td>
<td>Publication date for Addendum 1</td>
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<td>November 14, 2011</td>
<td>Notice of Intent to Bid (Attachment E) form due</td>
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<td>November 18, 2011</td>
<td>Proposals due at 2:00 p.m. in the Purchasing Office</td>
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<td>December 5, 2011</td>
<td>Oral Presentations, Interviews and Demonstrations</td>
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<tr>
<td>December 15, 2011</td>
<td>Anticipated Board of Trustees Approval</td>
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<td>December 16, 2011</td>
<td>Anticipated Award of Contract</td>
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MANDATORY PRE-PROPOSAL MEETING

A mandatory Pre-Proposal meeting will be held at 11:00 a.m. on Tuesday, November 1, 2011, in the Black Hawk Room, Room 255, second floor, at Black Hawk College, 6600 34th Avenue, Moline, Illinois, 61265. The Pre-Proposal meeting will be an opportunity for Vendors to raise any questions, exceptions, or additions they have concerning this Request for Proposal. 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. Attendance may be either in person or by telephone. The dial-in information will be provided at a later date.

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 melegm@bhc.edu by November 14, 2011.

VENDOR ORAL PRESENTATIONS, INTERVIEW AND DEMONSTRATIONS

In order to assist the College in making the best possible choice, selected Vendor(s) shall be required to make oral presentations, demonstrate their proposed product, and be interviewed on Monday, December 5, 2011. The presentation/demonstration/interview shall take place at Black Hawk College, and shall be at no cost or obligation to the College. Failure of a Vendor to conduct a presentation on the date and time scheduled may result in rejection of the Vendor’s proposal.

LOCATIONS

Vendor(s) shall provide the LMS to all Black Hawk College District locations. The District includes all of Rock Island County, most of Henry, Mercer and Stark Counties, and some of Bureau, Henderson, Knox, and Whiteside Counties. The College presently has locations in Rock Island and Henry Counties.
EXPECTATIONS
The College seeks the following qualities in the ideal Vendor:

A. **Flexibility and Accessibility** to personnel that will perform needed services and support in a timely fashion.

B. **Knowledge, Experience, Professionalism, and Qualifications** with Learning Management Systems.

C. **Financial Stability** assuring the College is backed by a strong organization that will work in the best interests of the College, honor all of its commitments in a timely fashion, and remain a viable business over the life of the contract.

The College seeks the following qualities in the ideal Product:

A. **Best Value** by providing the highest quality Product at the lowest total cost over the life of the contract.

B. **Up-Time and Reliability of 100%, 24/7.**

C. **Highly Intuitive** Product that is easy to use.

D. **Compatible** with Publisher’s course packs and Test Banks

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.

PROPOSAL REQUIREMENTS
Vendor shall provide written responses to the following questions:

A. **Uptime:**
   1. Provide a report detailing your uptime by year from 2009 until present.
      i. If there were outages, report the durations and times.
      ii. Describe the measures taken to resolve the issues from occurring again.
   2. Provide a copy of your Service Level Agreement, stating uptime and support measures.
   3. Will there be planned outages?
      i. If so, how are they communicated to the College?

B. **Data ownership and handling**
   1. Please provide your data ownership policy.
      i. Does the College own its data?
         1. If so, how can the College access the data if we leave your product?
         ii. How is the data provided back to the College?
            1. In what file format or form is it provided to the College?
   2. How much of the College's data is hosted?
   3. Is there any data ceiling (or threshold), if exceeded, the College will incur additional charges?
      i. If so, what is the threshold?
      ii. If so, what is the additional charge?
   4. How is old data handled?
i. Is old data archived or deleted after time?
ii. How long is it archived?
iii. How long is it kept until it is deleted?
5. If a user inadvertently deletes a file or a course, explain the process for retrieving it.
   i. Is retrieval done with or without support or administration intervention?
   ii. How long will the retrieval take?
6. Are any third party software services or products utilized in the operation of your product?
   i. If so, list them and answer the following per product:
      1. What data is shared with the third party software services or products?
      2. How are upgrades of third party software services or products factored into your releases?
7. Is any College data shared with third party vendors?
   i. If so, provide a copy of the agreement.
   ii. Can the College opt out?
8. Do you have a privacy statement?
   i. If so, provide a copy.

C. Disaster planning
1. Provide an overview of your Business Continuity and Disaster Recovery strategy along with dates and outcomes of their last tests.
2. What are your recommendations to the College for a business continuity plan if your service is down more than 24 hrs?
3. Where are recovery sites located?
   i. How are they geographically dispersed?

D. Security
1. Do you operate your own datacenters or do you use shared space?
2. What physical security controls are in place to protect the College’s data?
3. What security measures are in place to guard or detect intrusions?
4. Has your company ever had a data breach that required notification to individuals?
5. Where are security centers located?
   i. How are they geographically dispersed?
6. Please provide your policy on data breaches and notification.
7. When was your last external pen test?
   i. Provide the results.
8. How do you test your product for security vulnerabilities?
   i. How often is testing performed?
   ii. Do you hire an external firm to test or is it internal QA?
9. Do you have a code review process?
   i. If so, describe it.
10. Do you have a nondisclosure agreement that protects the College’s data?
    i. If so, provide a copy of it.
11. Do you have a data encryption policy?
    i. If so, provide a copy of it.
    ii. If not, please describe the measures that are taken to protect the College’s data while in transport.
12. Describe your product release cycle and how updates are rolled into your package.
    i. Have you ever experienced issues related to a release?
    ii. If so, how did you communicate it to your customers?
iii. If so, how did you resolve it?
13. When becoming aware of vulnerabilities, what actions are taken?
   i. What is the average time between report and resolution of vulnerabilities?
14. Do you scan attachments and uploads for malware or viruses?
   i. If malware or a virus is found, what happens?
   ii. Are the end users and/or administrators notified?
15. Explain password protections provided with your product.
16. Do you allow passwords to be saved by your site for any period of time?
   i. If so, how are they stored (for example, stored in a cookie)?
17. Can single sign on be implemented with the College's portal system?

E. Support
1. What is the College's average time on hold if we were to call your technical support department?
2. What are your technical support hours?
3. What is the average tenure of your support technicians?
4. Where are support centers located?
   i. How are they geographically dispersed?
5. Can students call your support center directly?
   i. If so, is there a back charge to the College?
6. Please describe your support structure.

F. Browsers
1. What browsers does your product support?
2. If a new browser is released, what is average amount of time until it's officially supported?
3. Are plug-ins required to run your software?
   i. If so please list them and the requirements.
4. Is there a mobile app for mobile platforms?
   i. If so, what platforms are available?
5. Is your site browser friendly from a mobile device?
   i. If so, what security concessions are made when using the app over a full browser on a PC?

G. Performance
1. How are applications performance tracked and validated?
2. What tools are used to monitor performance?
3. Who monitors the performance of the system?
   i. Is it 24/7 monitoring?
4. What are acceptable response times?
5. Is the College notified when poor performance is detected?
6. How is processing power handled to maintain performance during peak events, such as the start of semesters?
7. What is the maximum number of users the College can have on your system?
8. Is there a minimum bandwidth requirement for the web-hosted product?
   i. If so, what is that minimum?
   ii. How much bandwidth per user does your solution require?
9. What types of connections are supported (i.e. high speed, low speed, etc.)?
10. Are there any other hard or soft limitations of your product?
H. Interfaces
Black Hawk College uses SunGard Higher Education (SGHE) products for our SIS (Banner) and portal (Luminis). Our current LMS integrates with both of these products: Single Sign-On from Luminis; course shell creation, population of faculty and students enrolled in the course, adds/drops, etc., in both batch and real-time modes. Respondus LockDown Browser and anti-plagiarism products are integrated as well.

1. Describe in detail how your product will interface with Banner (SGHE SIS system).
   i. Identify what you provide.
   ii. Identify any additional software or plugin requirements.
   iii. Identify what is expected from BHC staff. Include data areas (student, faculty, course, section, grades, etc.) and indicate source system.
   iv. Provide references and contact information of other Banner institutions that use the interface.
   v. Is the interface batch or real time?
   vi. What monitoring and validation methods do you employ/provide to guarantee the systems are in sync?
   vii. Provide average interface processing times.

2. Describe in detail how your product will interface with Luminis (SGHE portal system).
   i. Identify authentication method(s), what you provide, and if single sign on can be implemented.
   ii. If so, what are the requirements and the security methodologies employed?
   iii. Identify any additional software or plugin requirements.
   iv. Identify what is expected from BHC staff. Include data areas (student, faculty, course, section, grades, etc.) and indicate source system.
   v. Provide references and contact information of other Banner institutions that use the interface.
   vi. Is the interface batch or real time?
   vii. What monitoring and validation methods do you employ/provide to guarantee the systems are in sync?
   viii. Provide average interface processing times.

3. If you provide interface(s) as described above with SGHE, what is your relationship with SunGard Higher Education?
   i. Describe how changes and new releases are handled, including average and longest lag times once a new release is made available.

4. Do you provide a secure test area where BHC can test new releases of your product as well as any interfaces to SGHE or other third party products?
   i. Include a description.

5. Does your product support interfaces for Respondus LockDown Browser, anti-plagiarism tools, and other products designed to deter cheating?
   i. Provide a list of vendors/products your product interfaces with.
   ii. Describe the requirements, including BHC staff effort and any additional software or plug-ins, to implement.

6. Does your product support interfaces to textbook vendors?
i. List the vendors, and describe the interface requirements for each, including BHC staff effort and any additional software or plug-in requirements.

I. **Conversion**
   1. Do you provide conversion services from WebCT 8?
   2. If so, describe what data is included.
      a. What are the steps, tools, effort, and costs for this service?
      b. What is expected from BHC staff?

J. **Training**
   1. Describe your training options, including types and duration.
   2. What options exist for new faculty or refresher training, including costs?
   3. Describe any other options available (e.g. documentation, knowledgebase, user group).

K. **Application Security**
   1. What levels of application security are available (e.g. roles)?
   2. Describe your application security model, including how flexible or inflexible it is.
      Include any decision points that effect flexibility.

L. **General**
   1. Describe how the look and feel of your product can be customized, both at an overall level and at the individual course level.
   2. Include who can do the customizations, and any associated costs and average turn-around time for changes you would do.
   3. What statistics are available -- for example: number of logins by time period, length of time spent by time period, storage usage by time period, upload time by time period, response time by time period --- and these overall, by student, by course, by discipline, etc.?
   4. What is the mechanism used to get this information?
   5. Is there an ad-hoc query tool available to BHC users and data dictionary or other data description?
   6. Please describe all reporting options and any associated costs.

M. **Features**
   1. Detail the functionality, flexibility, and ease of use your product provides for embedded rubric construction and use.
   2. Detail the functionality, flexibility, and ease of use your product provides for grade book integration and use.
   3. Does your company provide mobile apps?
      i. If so, are they included?
      ii. If so, detail the devices supported by your product.
      iii. If so, detail the functionality of each app, by device.
   4. List the import features and formats (SCORM, Zip, Publisher’s course packs, Publisher’s test banks, etc) included with your product.
      i. Is the file management system able to upload multiple files at once?
   5. Explain the functionality, flexibility, and ease of use of the group management tools included with your product.
6. Explain the functionality, flexibility, and ease of use of the discussion board tools included with your product.
7. Detail the functionality, flexibility, and ease of use of the date rollover feature included with your product.
8. Explain the functionality, flexibility, and ease of use of the integrated calendar included with your product.
9. Explain the functionality, flexibility, and ease of use for embedding pictures, maps, videos, audio and video streaming, etc., included with your product.
   i. Including Anonymous Surveys
   ii. Random Question Selection
   iii. Individual Question Feedback
10. Explain the functionality, flexibility, and ease of use for embedding pictures, maps, videos, audio and video streaming, etc., into your product.
11. Explain the functionality, flexibility, and ease of use included with your product for creating web links into your product.
12. Explain the functionality, flexibility, and ease of use for online assignment submission included with your product.
   i. Is your product able to download ALL student submissions at once?
   ii. Does your product support online grading, using custom rubrics?
13. Detail the utility, functionality, features, and ease of use your product provides for the students.
14. Does your product support a student view for course designers?
   i. Detail the utility, functionality, features and ease of use for course designers.
15. Detail the use, utility, functionality, features, and ease of use your product provides for tracking student activity.
16. Detail the use, utility, functionality, features, and ease of use your product provides for selective/conditional release of modules, assignments, and assessments.
17. How does your product facilitate direct communications (i.e. announcements) with the students?
18. Detail the customization features offered with your product.
19. Are Internet Explorer, Safari, FireFox, Chrome, and Mozilla browsers automatically locked down during testing?
20. Detail how non-College students, observers, teachers, TA’s, etc. may be manually added.
21. Explain the functionality, flexibility, and ease of use for creating and using learning modules in your product.
22. Explain the functionality, flexibility, and ease of use of Social Media/Journals/Blogs with your product.
23. Explain the functionality, flexibility, and ease of use of web conferencing with your product.
24. How will your product support the use of College e-mail addresses?
25. Explain the functionality, flexibility, and ease of use the WYSIWYG editor included with your product.
26. Explain the functionality, flexibility, and ease of use of learning objective tracking within your product.
27. List the user groups associated with your product, and how the College is able to access them.
28. Detail Accessibility components included and/or supported (hearing impaired, vision impaired, etc.)
Our Core Values: Appreciation of Diversity, Caring and Compassion, Fairness, Honesty, Integrity, Respect and Responsibility

N. **Vendor information:**
   1. Name, address, phone, fax number and website of the Firm’s location responsible for BHC
   2. Name, address, phone, fax number and website of all other Firm locations
   3. Name, phone, fax and e-mail address of principal(s) and contact(s) responsible for BHC
   4. Size, organizational and ownership structure of the company
   5. Number of years in business
   6. Current annual sales
   7. Total number of employees
   8. Names of the key person(s) that will provide support and training, as well as their professional affiliations and certifications
   9. Contact information for at least (3) current clients similar in size and/or structure to Black Hawk College.
   10. Banking and insurance references (include names, titles, and phone numbers).
   11. List and briefly describe all legal action for the past three years in which 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.

O. **Cost**
   1. Provide **ALL** pricing that will apply to your offer over the period of the contract.
   2. Indicate price breaks.
   3. Describe licensing pricing models.
      i. Include how license cost is calculated and all variables that affect total cost (number of users, disk space, bandwidth, ...)
   4. Provide the cost of all associated products that are available but not included in the base cost.
   5. Describe hosting pricing models.
      i. Include how hosting cost is calculated and all variables that affect total cost (number of users, disk space, bandwidth).
   6. Describe any licensing limitations based on types of usage such as noncredit courses, departmental use, student club use, community outreach use, etc.
   7. Describe pricing model for a hosted test environment.
   8. Describe pricing model for a hosted development environment.
   9. Describe pricing model for all vendor recommended professional services (such as a standard number of recommended hours for data migration services, training, maintenance, upgrades, and other recommended services).

Vendors are invited to include additional information not requested above, if believed to be useful and applicable to this proposal.
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. Vendors shall respond to any additional questions that arise during the Selection Committee’s review of the Vendor’s proposal. 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 award a contract to any Vendor that best meets the requirements of the College, and is most advantageous. 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 its obligations. 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, reference checks and Presentations
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 06-12 are due not later than 2:00 p.m. local time on Friday, November 18, 2011. Unsigned or late bids will not be considered.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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."

7. 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.

8. 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.

9. 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.
10. 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.

11. SUPERVISION OF WORK

The Vendor or a thoroughly competent superintendent shall report directly to Jon Looney, IT Systems Coordinator LooneyJ@bhc.edu (309)-796-5195 or his representative for all aspects of the contract Work compliance with respect to the specifications.

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. INSPECTION

Upon completion of the Work, the College shall make final inspection, and finding the entire 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. The College will make no down-payments of any kind. 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 written notice by the College, and if he 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.
14. TERMINATION

The College may, at its sole discretion, and at any time, terminate the Appointment of any Firm’s Preferred Vendor status.

15. ASSIGNMENT

The Appointed Preferred Vendor(s) shall not assign or subcontract any portion of its obligations without the prior written consent of BHC. Assignment or subcontracting shall in no way relieve the Preferred Vendor(s) of any of its obligations.
INSTRUCTIONS TO VENDORS

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

   Purchasing RFP 06-12
   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, December 16, 2011. The College reserves the right to accept and/or reject any or all proposals or parts thereof.
Acceptance and Rejection: Black Hawk College reserves the right to reject any and all bids, to waive any informalities 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.

Time for Consideration: Additional consideration may be given to bids allowing not less than 30 days for review and acceptance.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

Reserved: (Reserved for including any additional Standard Provisions that may be required.)

Singular - Plural: Words in the singular number include the plural and these in the plural include the singular, unless the context directs otherwise.

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.
EXECUTION OF PROPOSAL
(Attachment C)

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

Purchasing RFP 06-12
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 November 18, 2011, 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)

We shall submit a Request for Proposal for:

LEARNING MANAGEMENT SYSTEM VENDOR, DISTRICT WIDE
RFP 06-12

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 November 14, 2011 may be removed from our Vendor list for these services. Please e-mail 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 SIX (6) hard copies of the proposal requirements (one original and five (5) copies), plus one copy on disc or flash drive? YES NO

2. Did you read and do you agree to all terms and conditions, including Attachment B, in this proposal? YES NO

3. Did you complete and include two (2) completed original copies of the Execution of Proposal, Attachment C? YES NO

4. Did you complete and include the Vendors Certification, Attachment D? YES NO

5. Did you submit the Notice of Intent to Bid Form, Attachment E, by November 14, 2011 YES NO

6. Did you complete and include the Guidelines for Contractor and Vendor Disposal of Waste (Attachment F)? YES NO