



CALHOUN COMMUNITY COLLEGE

Post Office Box 2216 • Decatur, Alabama 35609-2216 • Phone 256-306-2500 • www.calhoun.edu

October 6, 2020

To Whom It May Concern:

Calhoun Community College will receive sealed bids for the following item(s):

Bid #21-02: Online Test Proctoring

Bids will be received in the Business Office until **10:30 AM on October 13, 2020**. All bids received after this time will not be considered. Bids will be opened and read aloud.

Please mail your bid response to: Calhoun Community College, Attention: Purchasing Office, P.O. Box 2216, Decatur, Alabama 35609 or 6250 Highway 31 North, Tanner, Alabama 35671. Bids must be **received** by the time and date listed above, not postmarked. Please note that Fed-Ex, UPS, and USPS have experienced delivery delays due to COVID-19. Bidders may also hand deliver a bid response to the Purchasing Office in the Math, Science, and Administration Building on the Tanner Campus during regular business hours, Monday-Thursday 8:00 AM-4:30 PM. Masks are required while on campus. Due to COVID-19, the bid opening will be closed to the public. If you wish to partake in the bid opening, you may teleconference into the opening by dialing 256-306-2686.

The initial contract period is from **October 15, 2020 – September 30, 2021**.

The contract may be extended for two additional 12-month periods if no changes are made in the specifications and/or pricing, and both the vendor and Calhoun Community College agree to the extension in writing.

If your company will not be submitting a bid, you must complete the "No Bid Response Form" and return it to the address indicated in order to remain on future bid lists.

Any questions regarding the specifications of this bid may be directed to Vanessa Looney, at 256-306-2686 or vanessa.looney@calhoun.edu. Thank you for your interest in Calhoun Community College.

Sincerely,

Vanessa Looney
Director of Purchasing and Accounts Payable



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General Conditions and Instructions to Bidders

1. All bids are to be in sealed envelopes with the opening date and bid number on the outside of the envelope. Bids should be mailed to: Calhoun Community College, ATTN: Vanessa Looney, P.O. Box 2216, Decatur, AL 35609 or 6250 U. S. Highway 31 North, Tanner, AL 35671. It is the responsibility of the vendor to have the bid proposal delivered to the correct addressee and location. We will not accept bids that are faxed or emailed. Bids delivered by Federal Express, Airborne Express, and all other delivery services must be labeled with "bid enclosed" along with the opening date and bid number on the outside of the delivery service's envelope. Bids must be received prior to bid opening date and time. **Late bids will not be considered.** If you have questions regarding this bid request, contact Vanessa Looney at 256-306-2686.
2. All information must be entered in ink, typewritten or computer generated in the appropriate space on the forms. An authorized company representative must sign the bid in ink.
3. All signatures must be notarized.
4. Only written modifications to proposals will be accepted.
5. Bid prices are to remain in effect for one year past award date.
6. Bid prices are not to include tax. The College is an Institution of the State of Alabama. If your company gives a discount, this must be included in the quote.
7. Bidders may submit proposals on any one or all items listed. The College reserves the right to accept bids in any combination, or reject any bid or part thereof and to waive any technicality in the bidding which in its sole discretion is in the best interest of the College. The College expressly reserves the right to reject all bids if, in its sole discretion, the College believes the rejection of all bids would be in the best interests of the College. Awards may be issued to multiple bidders.
8. All bids are to include delivery dates of merchandise. All shipping and handling charges shall be the responsibility of the successful bidder, unless otherwise expressly stated in the bid quote. All bid prices are to be quoted to include delivery to the location(s) directed by the College. The successful bidder must assume all liability/responsibility for damage in transit.



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9. It is the responsibility of the bidder to inspect the facilities (grounds, road access, and buildings) for delivery method, installation and/or set-up of materials, supplies and/or equipment. Failure to inspect the facilities will not relieve the bidder of responsibility to provide for delivery or additional costs associated with delivery, installation and set-up as requested in the bid.
10. **Reference in the specifications to name brands, catalog numbers, etc. is for the identification purposes only and is no way intended to eliminate or discourage the offering of substitute items which equal or exceed the specifications. If substitute brands are offered, specifications for those brands must be included in the bid package. Failure to supply these specifications may result in the rejection of the bid. When the bidder does not state brand name or catalog number, it is understood the offer is exactly as specified.**
11. Unless otherwise indicated, items furnished under the request must be new. Guarantees/warranties are to be furnished by the vendors as provided by the manufacturer. The responsibility of determining the acceptance of any products offered rests solely with the College.
12. Quantities listed on the specification sheet are believed to be correct; however, the College reserves the right to alter or vary the quantities for a period of sixty days following the bid opening.
13. The contract may be extended for a period of two additional years if no changes are made in the specifications, and/or pricing by the vendor. College and the vendor must agree in writing for the contract extension.
14. The College may cancel any agreement with a successful bidder at any time with a 30-day written notice.
15. The Successful bidder shall be required to submit proof of general liability, automobile, professional liability/errors and omissions liability and worker's compensation insurance coverages in amounts acceptable to the College.
16. Bidder shall, at its sole expense, procure and keep in effect all necessary permits and licenses required for its performance of the requested work or service.
17. Successful bidder must provide a copy of current state, county or city business license, general contractor's license or applicable license as required by law.



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18. Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama or leases for use in Alabama are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama. BY SUBMITTING THIS BID, THE BIDDER IS HEREBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 2006-557, they are not barred from bidding or entering into a contract pursuant to 41-4-116, and acknowledge that the awarding authority may declare the contract void if the certification is false.
19. All items are to be free from defects in material and workmanship. If items are found to be defective or damaged or are non-conforming to the bid specifications, or there is unsatisfactory installation, items shall be corrected to the College's satisfaction by the successful bidder at no additional cost to the College. If a company is awarded a bid and the company cannot honor the terms of the bid, the company may be removed from the College's preferred vendor list.
20. Payment shall be contingent upon the College's inspection of and satisfaction with completed work or supplied materials.
21. As an entity of the State of Alabama, the parties recognize and agree that College cannot and will not agree to indemnify any party to an agreement resulting from this bid.
22. After the bids are opened, all bids become the property of the College and will be made available for public inspection.
23. The proposal is to be made without connections with any other person, company, or party making a bid proposal and is to be in all respects fair and in good faith, and without collusion or fraud.
24. The College reserves the right to purchase according to availability of funds. Bid awards are subject to change or cancellation due to unanticipated decrease in funding (including tuition, local, state or federal). Bid awards are also subject to change or cancellation due to changes in local, state, federal laws, regulations or policies or in changes in the policies of the Board of Trustees of the Alabama Community College System or the Alabama Community College System.
25. In the event of proration of the fund from which payment under which this agreement is to be made, the agreement will be subject to termination.



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26. The College will not accept prepay terms for the items and services in this bid.
27. All bidders are required to complete a Disclosure Statement. Act 2001-955 requires the Disclosure Statement (included with this bid request) be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.00. Any changes to the status of the information on this form will require the submission of an updated form to the College.
28. Nonresident Bidder Information: Section 39-3-5 of the Alabama Code provides as follows:
Preference to resident contractors in letting of certain **public contracts**: reciprocity.
- (a) In the letting of public contracts in which any state, county, or municipal funds are utilized, except those contracts funded in whole or in part with funds received from a federal agency, preference shall be given to resident contractors, and a nonresident bidder domiciled in a state having laws granting preference to local contractors shall be awarded Alabama public contracts only on the same basis as the nonresident bidder's state awards contract to Alabama contractors bidding under similar circumstances; and resident contractors in Alabama, as defined in Section 39-2-12, be they corporate, individuals, or partnerships, are to be granted preference over nonresidents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state of domicile of the nonresident.
 - (b) Nonresident bidders must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in such nonresident bidders' state of domicile, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that state in the letting of any or all public contracts.
 - (c) A summary of this law shall be made a part of the advertised specifications of all projects affected by this law. (Acts 1984, No. 84-228, p. 348; Act 2001-637, §1.)
29. **Personal Property or Contractual Services** Information, 41-16-57 provides as follows:
- (b) The awarding authority in the purchase of or contract for goods or services shall give preference, provided there is no sacrifice or loss in price or quality, to commodities produced in Alabama or sold by Alabama persons, firms, or corporations. Notwithstanding the foregoing, no county official, county commission, city council or city councilmen, or other public official charged



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with the letting of contracts or purchase of goods or services may specify the use of materials or systems by a sole source, unless:

- (1) The governmental body can document that the sole source goods or services is of an indispensable nature, all other viable alternatives have been explored, and it has been determined that only these goods or services will fulfill the function for which the product is needed. Frivolous features will not be considered.
- (2) No other vendor offers substantially equivalent goods or services that can accomplish the purpose for which the goods or services are required.
- (3) All information substantiating the use of a sole source specification is documented in writing and is filed into the project file.

30. The successful bidder will be required to complete the Alabama Immigration Law Compliance Documents. Alabama laws require that, as a condition for the award of a contract by a college to a business entity or employer with one or more employees working in Alabama, the business entity or employer must provide documentation of enrollment in the E-Verify program. During the performance of the contract, the business entity or employer shall participate in the E-Verify program and shall verify every employee that is required to be verified according to the applicable federal rules and regulations. **The contractor's E-Verify Memorandum of Understanding (the entire document, approximately 13 - 15 pages long) must be included with the bid.** If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption. An entity can obtain the E-Verify Memorandum of Understanding upon completion in the E-Verify enrollment process located at the federal web site www.uscis.gov/everify. The Alabama Department of Homeland Security (<http://immigration.alabama.gov>) has also established an E-Verify employer agent account for any business entity or employer with 25 or fewer employees that will provide a participating business entity or employer with the required documentation of enrollment in the E-Verify program. An Employer Identification Number (EIN), also known as a Federal Tax Identification Number, is required to enroll in E-Verify or to establish an E-Verify employer agent account. By signing this contract, the contracting parties affirm, for the duration of this agreement, that they will not violate federal immigration law or knowingly employ, hire, for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of this agreement and shall be responsible for all damages resulting there from.



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Any agreement resulting from an award under this request for bids shall include the following terms:

- a. Notwithstanding any other provision in this Agreement, the parties acknowledge and agree that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Section 213 of the Constitution of Alabama of 1901, as amended by Amendment No. 26. It is further agreed that if any provision of this Agreement shall contravene any statute or Constitutional provision, either now in effect or which may be enacted during the term of this Agreement, then the conflicting provision of the Agreement shall be deemed null and void.
- b. In accordance with the recommendations of the Governor and the Attorney General of the State of Alabama, the parties shall consider settling all disputes arising from or related to this agreement by using appropriate forms of non-binding alternative dispute resolution.
- c. The bidder acknowledges, and agrees that its sole and exclusive remedy for any monetary claim that may arise from or relate to this Agreement is to file a claim with the Board of Adjustment of the State of Alabama. Any claim for equitable relief shall be brought exclusively in the appropriate state or federal court situated in and/or covering Limestone County, Alabama.
- d. This Agreement shall be governed by and construed in accordance with the laws of the State of Alabama without giving effect to any choice or conflict-of-laws, provisions or rules (whether of the State of Alabama or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Alabama.
- e. These terms and conditions shall supersede any contrary language in any agreement entered into by the parties. All terms shall be reduced to writing and will not rely on any oral terms, nor shall any oral terms or agreement be incorporated herein.
- f. By signing this contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom."
- g. In compliance with Act 2016-312, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.
- h. This agreement constitutes the sole and entire agreement of the parties of this agreement with respect to the subject matter contained herein, and supersedes all



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prior and contemporaneous understandings, negotiations, and agreements, both oral and written, with respect to such subject matter.

- i. This agreement may be executed in counterparts, each of which shall be deemed and original, but all of which together shall be deemed to be the same agreement.

31. Equipment purchases using Federal grant funds:

When purchasing equipment using Federal grant funds, the College will give preference to bidders of diversity and minority owned businesses. Please note on the Collusion/Fraud statement whether this applies to your company.

32. In compliance with Division B, Title V, Section 505 of Public Law 115-245, Consolidated Appropriations Act, 2019:

1. One hundred percent (100%) of the cost for the monitoring service will be financed with Federal funds.
2. The dollar amount of Federal funds for this project will not exceed \$240,000. Once \$240,000 is reached, the services will be re-bid.
3. No part of the project will be financed by non-governmental sources.



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Bid #21-02 Specifications Online Test Proctoring

The proposed package must be capable of proctoring online exams in the Blackboard LMS and third-party publisher tests. It must be able to produce reports and exam session viewing for instructors and administrators.

It must also incorporate the following features and capabilities:

- The product must be compatible with all current Windows and OSX operating systems for computers. It must also be compatible with ChromeOS.
- The vendor must provide 24/7 tech support.
- The product does not require students to schedule exams in advance.
- The product must provide a smooth workflow process for administration, faculty, and students.
- The product must be entirely browser based.
- The product must offer automated proctoring and record and review proctoring.
- The product should allow faculty to customize the test environment to meet desired exam specifications.
- The proposed solution must include ease of use, a seamless virtual process from first point of contact through completion, minimal student plugins, and clarity of instructions/documentation to all users.
- The product must provide web interface for technicians, administrators, faculty, and students.
- The product should be able to integrate with Blackboard Learn's latest version of SaaS.
- The highest level of security offered by the vendor will be required.



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**Bid #21-02 Pricing
Online Test Proctoring**

Bid Price for Online Test Proctoring: \$ _____ per test

Vendors should provide one (1) copy of a response package describing the product offered, as well as, itemization of the price specified above.

Comments or other information:

| | |
|---|---|
| _____ Name of Company (Type/Print in Ink) | X _____ Authorized Signature (Sign in Ink) |
| _____ Complete Address for Mailing Purchase Order and Payment | _____ Type/Print Above Signature |
| _____ City State Zip | _____ Title (Type/Print) |
| _____ Telephone Number | _____ Fax Number |



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**Bid #21-02
No-Bid Response Form**

| | |
|---|---|
| _____ Name of Company (Type/Print in Ink) | X _____ Authorized Signature (Sign in Ink) |
| _____ Complete Address for Mailing Purchase Order and Payment | _____ Type/Print Above Signature |
| _____ City State Zip | _____ Title (Type/Print) |
| _____ Telephone Number | _____ Fax Number |

I HEREBY SUBMIT THIS AS A "NO BID" FOR THE REASONS CHECKED BELOW:

- Insufficient time to respond
- We do not offer the product or service requested
- Our schedule will not permit us to respond to this bid
- Keep our company on this bid list for future bids
- Remove our company name from this bid list for future bids
- Other (describe briefly)



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Bid #21-02
Collusion/Fraud Statement

I certify that I have read the General Conditions and Instructions to Bidders of the bid (# 18-01) and this offer is made without prior understanding, or connection with any entity or person submitting a bid for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I am authorized to sign this bid for the bidder. I agree to abide by all conditions of this bid request.

Form with four rows for: Name of Company, Complete Address, City/State/Zip, Telephone Number and Authorized Signature, Type/Print Above Signature, Title, Fax Number.

NOTARIZATION:

Sworn and subscribed before me this the ___ day of ____, ____. Please affix seal below.

Notary Public Signature

My commission expires (date)

MINORITY INFORMATION

If this business is minority owned, please list the qualification status:



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**Bid #21-02
Checklist**

- Bid Pricing Sheet(s)
- Collusion/Fraud Statement
- Vendor Disclosure Statement
- E-Verify Memorandum of Understanding (ENTIRE DOCUMENT, 13-15 pages long) as described in paragraph 30 of the general terms and conditions. If you do not believe these requirements are applicable to your entity, include an explanation justifying such exemption.
- Reference Websites:
 - www.uscis.gov/everify
 - <http://immigration.alabama.gov>



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To Whom It May Concern:

According to Act 2001-955, Calhoun Community College cannot enter into any contract or appropriate any public funds until the college is in receipt of the attached disclosure form. The following is information and instructions for completing the vendor disclosure form.

Vendor Disclosure Statement Information and Instructions

Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grants proposals to the State of Alabama in excess of \$5,000.00.

The state of Alabama shall not enter into any contract or appropriate any public funds with any person who refuses to provide information required by Act 2001-955.

Pursuant to Act 2001-955, any person who knowingly provides misleading or incorrect information on the disclosure statement shall be subject to a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00. Also, the contract or grant shall be voidable by the awarding entity.

Definitions as Provided in Act 2001-955

Family Member of a Public Employee- The spouse or a dependent of the public employee.

Family Member of a Public Official- The spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parent, a sibling and his spouse, of the public official.

Family Relationship- A person has a family relationship with a public official or public employee if the person is a family member of the public official or public employee.

Person- An individual, firm, partnership, association, joint venture, cooperative, or corporation, or any other group or combination acting in concert.

Public Official and Public Employee- These terms shall have the same meaning ascribed to them in Sections 3-25-1(23) and 36-25-1(24), Code of Alabama 1975, (See below) except for the purposes of the disclosure requirements of this act, the terms shall only include persons in a position to influence the awarding of a grant or contract

who are affiliated with the awarding entity. Notwithstanding the foregoing, these terms shall also include the Governor, Lieutenant Governor, members of the cabinet of the Governor, and members of the Legislature.

Section 36-25-1(23), Code of Alabama 1975, defines a public employee as any person employed at the state, county or municipal level of government or their instrumentalities, including governmental corporations and authorities, but excluding employees of hospitals or other health care corporations including contract employees of those hospitals or other health care corporations, who is paid in whole or in part from state, county, or municipal funds. For purposes of this chapter, a public employee does not include a person employed on a part-time basis whose employment is limited to providing professional services other than lobbying, the compensation for which constitutes less than 50 percent of the part-time employee's income.

Section 36-25-1(24), Code of Alabama 1975, defines a public official as any person elected to public office, whether or not that person has taken office, by the vote of the people at state, county, or municipal level of government or their instrumentalities, including governmental corporations. For purposes of this chapter, a public official includes the chairs and vice-chairs or the equivalent offices of each state political party as defined in Section 17-16-2, Code of Alabama 1975.

Instructions

Complete all lines as indicated in **blue ink**. If an item does not apply, denote *N/A* (not applicable). If you cannot include required information in the space provided, attach additional sheets as necessary. **The form must be signed, dated and notarized prior to submission.** Once you have completed the form, please return **originals** to:

Calhoun Community College
Attn: Accounts Payable
P.O. Box 2216
Decatur, Alabama 35609-2216

If you should need additional information, please contact me at (256) 306-2686.

Sincerely,



Vanessa Looney
Director of Purchasing



State of Alabama Disclosure Statement

Required by Article 3B of Title 41, Code of Alabama 1975

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

CALHOUN COMMUNITY COLLEGE

ADDRESS

PO BOX 2216

CITY, STATE, ZIP

TELEPHONE NUMBER

DECATUR AL 35609-2216

256-306-2500

This form is provided with:

Contract Proposal Request for Proposal Invitation to Bid Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

Yes No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

| STATE AGENCY/DEPARTMENT | TYPE OF GOODS/SERVICES | AMOUNT RECEIVED |
|-------------------------|------------------------|-----------------|
|-------------------------|------------------------|-----------------|

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

Yes No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

| STATE AGENCY/DEPARTMENT | DATE GRANT AWARDED | AMOUNT OF GRANT |
|-------------------------|--------------------|-----------------|
|-------------------------|--------------------|-----------------|

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

| NAME OF PUBLIC OFFICIAL/EMPLOYEE | ADDRESS | STATE DEPARTMENT/AGENCY |
|----------------------------------|---------|-------------------------|
|----------------------------------|---------|-------------------------|

2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

| NAME OF FAMILY MEMBER | ADDRESS | NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE | STATE DEPARTMENT/ AGENCY WHERE EMPLOYED |
|-----------------------|---------|---|--|
| | | | |
| | | | |

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

| NAME OF PAID CONSULTANT/LOBBYIST | ADDRESS |
|----------------------------------|---------|
| | |
| | |

By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.

Signature _____ Date _____

Notary's Signature _____ Date _____ Date Notary Expires _____

Article 3B of Title 41, Code of Alabama 1975 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.