

Request for Bid

Cloud-Based Tutoring Platform - #2020-03

Bishop State Community College

351 North Broad Street

Mobile, AL 36603

Purpose: Bishop State Community College is a state supported two-year college in the Alabama Community College System. The purpose of this RFB is to identify a vendor who can provide a cloud-based tutoring platform with local administrative capabilities.

RFB Response: Please provide a complete bid response to the following 4 categories - addressing your firm's capabilities to meet the college's expectations for price, quality, and performance.

- 1) Wet-signed *formal Bid response sheet* w/ pricing listed
- 2) Enclose 3 *references with* contact info from satisfied customers within the past year
- 3) Describe *normal timelines* from order placement to shipment and payment terms
- 4) Complete all *required forms* and affidavits as noted on the RFB checklist

Formal Bid Response Sheet: The formal bid response sheet should be filled out, printed, wet-signed and included in your proposal package. When submitting your bid, please closely review the specifications listed on page 3. Please note the final total bid price shall include all costs associated with the purchase.

References: Provide 3 references for us to review and contact if we have further questions.

Normal Timeframes: You must submit a bid a technology system with current functionality. Bids including promises about features 'coming soon' or 'available in the near future' will be rejected. Discuss acceptable payment terms in your response.

Required Forms: Please complete and return the RFB checklist and all properly signed and/or notarized forms and affidavits as required by the state of Alabama's laws and regulations regarding procurement with state public funds. Please review any federal guidelines that apply.

Sealed bids (only) will be received until February 20th, 2020 at 1:00pm. At 1:15pm, the college will unseal and begin evaluation with the goal, but no guarantee, that a decision will be made the same week. As a member of the public you are invited to attend the unsealing at the address below. However no decision will be made at the public meeting.

Sealed proposals should be clearly labeled on the outside and directed to:

Bishop State Community College

Business Office

Adam Merkle, *Purchasing Agent*

SEALED #2020-03

351 N Broad Street

Mobile, AL 36603

(251) 405-7128

amerkle@bishop.edu

Specifications for a Cloud-Based Technology Platform

Cloud-Based Tutoring Platform – Annual License/Fee to Include:

- 1) Real-time Tutoring Data Visibility and Reporting
- 2) Premium Account Management and Student Support
- 3) Locally Administered Interactive Platform for Staff, Faculty, and Students
- 4) Student Scheduling Management for both Online and Offline sessions
- 5) Access to Local and Cloud-Based Tutors/Coaches with subject-matter profiles

If any block set of tutoring/coach hours are included with the annual fee, stipulate the quantity

Hourly Rate Tutor/Coaching Access Charges:

Separate from the annual fee above - please specify the hourly rate:

- 1) Hourly rate for tutoring coaches

If hourly charges are based on subject or pro-rated, stipulate rate schedule and pro-ration method

ADDITIONAL PROVISIONS

1. For the purpose of this RFP, the College designates a preference zone to include those entities operating within the state of Alabama.
2. The College reserves the right to accept bids in any combination, or reject any bid or part thereof and waive information that might be 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.
3. After the bids are opened, all bids become the property of the College and will be made available for public inspection.
4. 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, without collusion or fraud.
5. Bishop State Community College is tax-exempt under number: 49-1557. 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 RFP or RFP, 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.
6. 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 Alabama Community College System Board of Trustees.
7. 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.
8. 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 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.

9. Invoicing frequency should generally be no more than once per month at the end of the billing period. Payment terms are net 30.

If Contract is awarded, the following conditions will apply and shall take precedence over any and all contrary or conflicting provisions of the agreement between the parties and shall govern the rights and obligations of the parties:

10. 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.
11. It is further agreed 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 Number 26. 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 this agreement shall be deemed null and void. Vendor understands, acknowledges, and agrees that its sole and exclusive remedy for any claim which may arise from or relate to this agreement is to file a claim with the Board of Adjustment of the State of Alabama.
12. 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.
13. The relationship between the parties is that of independent contractors. Nothing contained herein shall be construed as creating any agency, partnership, joint

venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

14. This agreement constitutes the sole and entire agreement of the parties to this agreement with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, negotiations, and agreements, both oral and written, with respect to such subject matter.
15. 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.
16. 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.
17. 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 one and the same agreement.

Federal Funding Provisions, because a portion of funding may come from the federal government, federal contracting regulations could apply including everything listed in Appendix II to Part 200 of 2 CFR Chapter II.

18. By submitting bid or proposal, vendor agrees to comply with all federal guidelines including but not limited to:
 - a. Equal Employment Opportunity
 - b. Davis-Bacon Act, Copeland Anti-Kickback Act
 - c. Contract Work Hours and Safety Act
 - d. Rights to Inventions Made Under a Contract or Agreement
 - e. Clean Air Act and Federal Water Pollution Control Act
 - f. Energy Policy and Conservation Act
 - g. Debarment and Suspension Clauses
 - h. Byrd Anti-Lobbying Amendment