

**COLLEGE OF DUPAGE  
REGULAR BOARD MEETING**

**BOARD APPROVAL**

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1. **SUBJECT**

Debt Collection Services

2. **REASON FOR CONSIDERATION**

A single contract exceeding the statutory limit of \$25,000 must be approved by the Board of Trustees.

3. **BACKGROUND INFORMATION**

This request represents a three (3) year contract for debt collection services for outstanding student and non-student receivables. The recent debt collection services contract expired on December 31, 2017.

The College's uncollected student receivables for FY 2017 and FY 2016 were \$576,184 for 801 students, and \$656,711 for 821 students, respectively. The non-student receivable balance for FY 2017 and FY 2016 was \$1,670 for 5 accounts and \$8,243 for 2 accounts, respectively.

The College attempts to collect past due student and non-student account balances during and after the term, via various points of communication: text messages, emails, phone calls, and mail correspondence. After all internal collection efforts have been exhausted, no sooner than ninety (90) days after the term ends, the College mails a notice to the debtor informing him or her of the College's intent to refer the account to a collection agency for pursuit.

A legal notice for a Request for Proposals was published on November 7, 2017 in the Daily Herald; the invitation was also posted to the College of DuPage Purchasing website and distributed to in-district chambers of commerce. Ten (10) vendors were directly solicited. Forty-one (41) vendors downloaded the RFP documents. A pre-submittal conference was held on November 14, 2017 at 11:00 a.m. in the College of DuPage Purchasing Department Conference Room (BIC 1B03A). A public opening was held on December 6, 2017 at 11:00 a.m. in the College of DuPage Purchasing Department Conference Room (BIC 1B03A). The following individuals were in attendance: Jacoby Radford (COD Purchasing Manager), Susan Castellanos (COD Buyer/Facilitator), John McGarry (COD Buyer/Recorder), David Virgilio (COD Assistant Financial Controller/Agent of the

Board), Michelle Resnick (COD Manager, Accounts Receivable), Heather Greenbush (Financial Affairs Administrative Asst. V), and Scott Brady (COD Controller, Financial Affairs). Twelve (12) proposals were received. Three (3) women/minority-owned businesses submitted a proposal.

Two (2) proposers did not submit a complete proposal response and were rejected as non-responsive to the proposal submission requirements. The signature pages of the proposals were not notarized.

- Apelles
- HS Financial Group, LLC \*\*

The following proposals were evaluated according to requirements outlined in the RFP:

- General Revenue Corporation
- Alltran Education, Inc.
- TekCollect, Inc.
- Key2 Recovery
- RMS-Recovery Management Services \*\*
- National Collection Systems, Inc.
- RTR Financial Services
- Reliant Capital Solutions, LLC \*\*
- S&S Recovery, Inc.
- Sunrise Credit Services, Inc.

Woman/Minority Owned Business \*\*

A committee comprised of four (4) members of the College staff from Financial Affairs and Administrative Affairs, Robert Hayley (Budget Manager), Christopher Panagopoulous (Accounts Receivable Student Collections Coordinator), Michelle Resnick (Manager, Accounts Receivable) and David Virgilio (Assistant Financial Controller), evaluated all proposals received.

The selection criteria included the firms' experience, reputation, qualifications, understanding, and approach to collecting student and non-student receivables, collection procedures and methods, the capacity and ability to satisfy the College's requirements, the reporting methods available to the College, and the total cost and proposed fee structure.

The committee heavily discounted five firms which charged collection fees for monies collected by the Illinois Debt Recovery (ILDR) Program, per the explicitly referenced criteria in the RFP. After the initial review, the references of the top three scoring firms were contacted.

The proposed fee structures of the evaluated firms are as follows:

Firm Name	1 <sup>st</sup> Placement Fee	2 <sup>nd</sup> Placement Fee	ILDR Fee	Litigation Fee
Alltran Education, Inc.	20%	20%	0%	23%
Reliant Capital Solutions, LLC	18%	18%	0%	25%
Recovery Management Services, Inc.	20%	20%	0%	fee not stated
General Revenue Corporation	19%	19%	19%	student pays
Key 2 Recovery	20%	30%	0%	fee not stated
Sunrise Credit Services, Inc.	19.5%	30%	10%	35%
National Credit Management, Inc.	20%	23%	20%	28%
S&S Recovery, Inc.	20%	30%	20%	40%
RTR Financial Services, Inc.	17.9%	17.9%	17.9%	fee not stated
TekCollect Incorporated	\$12 for Balances ≤ 499.99, \$22 for Balances > \$500	30%	0%	fee not stated

The results of the evaluations are as follows:

RFP Title  Firm Name	Evaluation Criteria Categories												Evaluation Results		
	Experience, Reputation, Qualifications, Understanding, and Approach		Collection Procedures and Collection Methods		Capacity and Ability to Satisfy College's Requirements		Client References		Reporting Methods Available to the College		Total Cost/Proposed Fees				
	20% weight		20% weight		10% weight		10% weight		20% weight		20% weight		Total is 100% weight		
	Score 1-5	Weighted Score	Score 1-5	Weighted Score	Score 1-5	Weighted Score	Score 1-5	Weighted Score	Score 1-5	Weighted Score	Score 1-5	Weighted Score	Total Score 1-30	Total Weighted Score	Rank
Alltran Education, Inc.	5.00	1.00	5.00	1.00	4.88	0.49	5.00	0.50	4.63	0.93	4.50	0.90	29.00	4.81	1
Reliant Capital Solutions, LLC	4.25	0.85	4.25	0.85	4.50	0.45	5.00	0.50	4.50	0.90	4.88	0.98	27.38	4.53	2
Recovery Management Services, Inc.	4.00	0.80	3.38	0.68	4.13	0.41	4.00	0.40	4.63	0.93	4.88	0.98	25.00	4.19	3
General Revenue Corporation	4.38	0.88	3.75	0.75	3.00	0.30	3.00	0.30	4.63	0.93	1.75	0.35	20.50	3.50	4
Key 2 Recovery	2.63	0.53	3.00	0.60	3.00	0.30	3.00	0.30	4.13	0.83	3.75	0.75	19.50	3.30	5
Sunrise Credit Services, Inc.	3.50	0.70	3.63	0.73	2.50	0.25	3.00	0.30	3.13	0.63	1.75	0.35	17.50	2.95	6
National Credit Management, Inc.	3.38	0.68	3.13	0.63	3.00	0.30	3.00	0.30	3.00	0.60	1.88	0.38	17.38	2.88	7
S&S Recovery, Inc.	2.88	0.58	3.25	0.65	2.63	0.26	3.00	0.30	3.13	0.63	1.63	0.33	16.50	2.74	8
RTR Financial Services, Inc.	2.25	0.45	2.88	0.58	1.88	0.19	3.00	0.30	2.75	0.55	2.00	0.40	14.75	2.46	9
TekCollect Incorporated	2.00	0.40	2.13	0.43	2.63	0.26	3.00	0.30	2.00	0.40	2.25	0.45	14.00	2.24	10

*\*Only the references for the top three firms were contacted. Firms which did not have references contacted, but provided appropriate client references, received a baseline score for the category. The total score and total weighted scores are substantially different amongst the firms; therefore, the scoring for client references had no impact on the final rankings.*

The recommended firm, Alltran Education, Inc., received the highest overall score. The committee is confident the 2% difference in fees between the highest scoring firm and the second scoring firm will be more than made up with the collection efforts and amount of monies collected.

**Budget Status**

<u>GL Account</u>	<u>FY2017</u>		<u>FY2018</u>	
	<u>Prior Year Spend</u>	<u>Annual Budget</u>	<u>YTD Spend</u>	<u>Available Balance</u>
01-90-00833-5909002 <i>General Institutional - Ed : Bad Debt Expense</i>	\$ (168,347)	\$ 300,000	\$ 61,143	\$ 238,857
			<b>FY2018 Request Estimate</b>	<b><u>\$ 238,857</u></b>

*\*YTD Spend equals actuals plus committed as of 12/20/2017. The FY2017 bad debt credit was due to an adjustment to the College's allowance for uncollectibles.*

The college will pay a fee of 20% of actual monies received through contractor's collection efforts.

This purchase complies with state statute, board policy and administrative procedures.

**4. RECOMMENDATION**

That the Board of Trustees approve a three (3) year contract from January 1, 2018, through December 31, 2020, for debt collection services with Alltran Education, Inc., 840 S. Frontage Road, Woodridge, IL 60517, for a fee of 20% of actual monies received from their collection efforts.

Staff Contact: Scott Brady, Controller  
Michelle Resnick, Manager, Accounts Receivable


**BOARD APPROVAL**

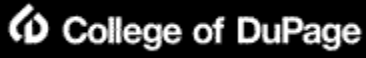
**SIGNATURE PAGE FOR**  
**DEBT COLLECTION SERVICES**

**ITEM(S) ON REQUEST**

That the Board of Trustees approve a three (3) year contract from January 1, 2018, through December 31, 2020 for debt collection services with Alltran Education, Inc., 840 S. Frontage Road, Woodridge, IL 60517, for a fee of 20% of actual monies received from their collection efforts.

  
\_\_\_\_\_  
BOARD CHAIR 1/18/18  
DATE

  
\_\_\_\_\_  
BOARD SECRETARY 1/18/18  
DATE



Purchasing Department

425 Fawell Boulevard  
Glen Ellyn, Illinois 60137-6599  
PHONE (630) 942-2355  
FAX (630) 942-4322

**2018-R0007 RFP Debt Collection Services**

**ADDENDUM # 2**

**November 28, 2017**

.....

This addendum is being issued to update the specifications and provide additional information.

This information becomes part of the Bid/RFP Documents upon receipt. Please review and incorporate into your Bid/Proposal accordingly.

**For which Proposals are scheduled to be received on December 6, 2017 no later than 11:00 a.m., Central Time.**

Proposals will be received by the College of DuPage, District 502, at the office of the Purchasing Manager, Berg Instructional Center (BIC) Building, **Room 1B03**, 425 Fawell Blvd., Glen Ellyn, IL 60137.

The signed Addendum acknowledgment is required to be returned with your Proposal no later than the due date set forth for this Request for Proposal.

Below are clarifications to this bid:

**Question:**

Clarify the collection/liquidation rate of the current vendor.

**Clarification:**

The College has over \$9.3 million dollars in outstanding student debt, as stated in section 3.1. Of the \$9.3 million, \$4 million is less than 7 years old, while the remaining \$5.3 million is 7 years or older. As of now, the historical recovery rate (q. 20) and current recovery rate of our vendor (q. 31) is based on the total student debt placed, \$9.3 million. For FY 17, 2% of the total student debt placed was collected. Over the past few years, the collection rate of the total student debt placed has varied, but has been between 2% and 10%.

The collection rate for first placement accounts no more than two years old at the time of placement is 30% to 40% (q. 14, Addendum 1).

**2018-R0007 RFP Debt Collection Services**

**ADDENDUM # 2**

**November 28, 2017**

.....

This signed Addendum is required to be returned with your Proposal no later than the due date set forth for this RFP. If you have already submitted your Proposal, please submit this signed form via email to [purchasing@cod.edu](mailto:purchasing@cod.edu).

You can submit this completed addendum to the Purchasing Office by one of the means below:

*All issued addenda must be signed and returned to the College as per the instructions in the addenda or bid will not be accepted.*

**ACKNOWLEDGMENT**

You can submit this completed addendum to the Purchasing Office by one of the means below:

1. If you have not yet submitted your bid, please sign this addendum and include with your sealed bid.
2. If you have already submitted your bid, please sign and return to the Purchasing office via email at [purchasing@cod.edu](mailto:purchasing@cod.edu) no later than the scheduled bid deadline. We will make sure it accompanies your bid.

You also have the option of withdrawing your proposal, if necessary.

**ACKNOWLEDGEMENT:**

I HAVE RECEIVED THIS ADDENDUM # \_\_\_\_\_

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

**Address:** \_\_\_\_\_

**Authorized  
Signature:** \_\_\_\_\_

**Purchasing Department**

425 Fawell Boulevard  
Glen Ellyn, Illinois 60137-6599  
PHONE (630) 942-2355  
FAX (630) 942-4322

**2018-R0007 RFP Debt Collection Services**

**ADDENDUM # 1**

**November 21, 2017**

.....

This addendum is being issued to update the specifications and provide additional information.

This information becomes part of the Bid/RFP Documents upon receipt. Please review and incorporate into your Bid/Proposal accordingly.

**For which Proposals are scheduled to be received on December 6, 2017 no later than 11:00 a.m., Central Time.**

Proposals will be received by the College of DuPage, District 502, at the office of the Purchasing Manager, Berg Instructional Center (BIC) Building, **Room 1B03**, 425 Fawell Blvd., Glen Ellyn, IL 60137.

The signed Addendum acknowledgment is required to be returned with your Proposal no later than the due date set forth for this Request for Proposal.

Below are clarifications to this bid:

**GENERAL QUESTIONS AND RESPONSES**



Question	Response
1. Do students sign a Financial Responsibility Statement when registering for classes?	Students sign a financial (responsibility) acknowledgment when enrolling in the College. Students also agree to the financial acknowledgment electronically when registering for classes.
2. Is collection cost assessed to the student before the accounts are sent to your current collection agency, to make the college funds whole?	At this time, the College does not assess a fine to the student for being sent to collections.
3. Does the College want the successful bidder to report to the credit bureaus on the college's behalf?	Yes
4. As stated in 3.1 Overview and Objectives (Outstanding student debt) - What is the age of the Older Accounts?	The amount listed for Older Accounts in section 3.1 includes all of the outstanding student debt prior to Fiscal Year 2016. Of the amount listed, \$4 million is less than 7 years old. The breakdown of the age of the debt based on calendar year, not fiscal years, is as follows: 0 to 2 years - \$1.5 million 3 to 4 years - \$1.7 million 5 to 6 years - \$2.0 million
5. Signature Pages: Do you need sign off pages prior to submission?	All signature pages must be returned with your proposal response by the RFP deadline.
6. <u>Previously Worked Accounts</u> : Have any of the accounts mentioned on the RFP been submitted for collection to an agency?	Yes
7. <u>Number of Agencies</u> : How many agencies are you hiring as a part of this RFP?	1
8. <u>Statement of Financial Responsibility</u> : The RFP mentions that you report to the credit bureau agencies. Do you have a statement of financial responsibility signed by the students allowing the college to report to the credit bureaus or add collection costs?	Yes
9. <u>Collection Cost</u> : Does the college add collection costs to the student accounts placed for collection?	No
10. Please identify the current incumbents, their length of service, as awarded during the last contact term.	Alltran [Formerly named Enterprise Recovery Systems]; 3 years

Question	Response
11. What is the average balance for each type of account to be placed?	The breakdown of the average balance based on calendar year, not fiscal year, is as follows: 0 to 2 years - \$837 3 to 4 years - \$1,085 5 to 6 years - \$1,346
12. What are the contingency rates for the current agencies for first placements?	20%
13. What are your target or anticipated contingency rates for this contract?	20%; no commission for payments received via ILDR
14. What are the average recoveries by your current agencies on defaulted student loans for 1 <sup>st</sup> placements and for tuition/account receivables for 1 <sup>st</sup> placements?	The College does not maintain Perkins Loans. For 1 <sup>st</sup> placements, the average collection rate is around 30-40%.
15. Does the College of DuPage have a recovery rate goal for defaulted loans, tuition/accounts receivables?	30% recovery rate on old debt (15-16 and prior); 50% for new placements
16. What improvements would the College of DuPage like see from your agencies under this new RFP award?	Reporting statistics, strategies for collections, litigation options, placement options for non-student accounts
17. How many agencies to you anticipate awarding as a result of this RFP?	1
18. Does the College of DuPage utilize a Billing Service?	No
19. How frequently do you anticipate placing accounts with the agencies (daily, weekly, monthly)?	Several times throughout the year. Accounts will be placed with the agency after the term has ended and the internal collection process has been completed.
20. What are the current agencies historical recovery rate (liquidity) over the last couple years for each debt type that is placed for collections?	2-10%
21. What collection efforts are performed internally prior to placement with the collection agencies?	Students are communicated with via text, email, personal phone call, and automated phone call several times during the term and after the term ends. Students are sent an outstanding balance letter and a final notice collection letter prior to placement.
22. After the initial placement, will agencies receive further placements based on their competitive performance on the contract or is the decision based on non-performance criteria?	No. At this time, the College is only anticipating placing with one collection agency.
23. What is the College of DuPage current Cohort Default Rate (CDR)?	CDR for FY 2014 – 16.4% CDR for FY 2013 – 15.7% CDR for FY 2012 – 13.2% CDR for FY 2011 – 13.4%

Question	Response
24. Does College of DuPage have the student sign a Telephone Consumer Protection Act (TCPA) agreement, allowing the School and Agency contact or text the student via cell phone?	No; In 2012, the FCC issued a Report and Order to update and clarify provisions of the TCPA. The FCC ruled autodialed or prerecorded collections calls to wireless numbers are made with the consumer's 'prior express consent' if the consumer provided the cell phone number to the creditor. In 2016, the U.S. Court of Appeals ruled the aforementioned 'prior express consent' applies to intermediaries of the creditor, including debt collectors.
25. Does College of DuPage have a "signed" Student Financial Responsibility Agreement (SFA), Promissory Note, or Institutional Agreement to allow for the assessment of collection fees on tuition, accounts receivable and institutional accounts when these accounts are placed for collections?	Yes; however, the College does not currently expense collection fees to the student.
26. Can the College of DuPage provide the mandatory data reporting requirements for Credit Bureau Reporting; Name, SSN, 1st Date of Delinquency, Date of Birth, Type of Debt, Amount of Debt, and Proof of Debt (Contract/Agreement)?	Yes
27. What is the College of DuPage procedures for placements that are deemed Deceased? Incarcerated? Disabled?	Deceased – write-off; Incarcerated – If incarcerated at time of enrollment, write-off. Otherwise, the AR Manager decides on a case by case basis; Disabled – Case by Case
28. Will you publish the questions and answers for the meeting tomorrow, or would we be able to call in on a speaker phone?	Questions received during the Pre-Proposal Conference and questions received prior to the question deadline will be answered and issued in an addendum The addendum will be emailed to each company that downloaded the RFP documents from the College Website, and will include all questions asked and answered concerning the RFP.
29. Is the volume expected to be in line with placements for 2016 & 2017 as indicated on page 13 of the RFP?	Yes

Question	Response
30. Will accounts from the current vendor be Seconds placed with the new vendor?	Yes, the account would be considered second placement if the account was already placed with our current vendor and is subsequently awarded to a new vendor.
31. What is the recovery/liquidation rate of the current vendor?	In FY 17, the collection rate was 2% of all outstanding debt.
32. What is the rate structure of the current vendor including litigation?	20% commission on College of DuPage or Alltran collections; 0% commission on ILDR; 0% commission on Financial Aid; 0% commission on bankruptcies and write-offs; Litigation is N/A
33. What is the average age of the accounts at the time of placement?	4 – 6 months at time of placement (end of the term, after internal collection efforts are exhausted, and after Return to Title IV calculations are complete)
34. <u>Page 13 of the RFP</u> states “the College expects to pursue a judgment issued in court”. Based on the numbers provided on that page, the average balance is under \$800/account. Will the vendor be required to litigate these accounts?	No
35. Is College of DuPage currently using outside collection agencies for primary and secondary placements? If yes, how many for each segment?	The College currently uses one outside collection agency.
36. How do you determine which collection accounts will be placed with an outside collection agency or the Illinois Debt Recovery Program?	Once a term has ended and all subsequent internal collection efforts have been exhausted, past due accounts will be placed with the Illinois Debt Recovery Program (ILDR) if the debt is over \$10. Past due accounts will also be placed with the collection agency if the debt is over \$50. At this time, the past due account is placed with the collection agency and ILDR at the same time.
37. Concerning the older \$8,162,011 outstanding student debt: What effort has been done thus far to recover this money, and has it been placed with Illinois Debt Recovery Program or another outside collection agency?	Restrictive Holds have been placed on the student accounts, preventing the students from registering or receiving a transcript. The accounts have been placed with a collection agency. A fair amount of the accounts, but not all, have been placed with the Illinois Debt Recovery Program (ILDR). ILDR was not actively used by the College with regards to the older debt as it is now.

Question	Response
38. What portion of the total outstanding debt that you indicated for the FY2016, FY2017 and the older outstanding debt is ready to be placed to the awarded collection agency or to the Illinois Debt Recovery Program?	100% of the outstanding balances, less any monies received from the students
39. Is the College of DuPage currently placing with the Illinois Debt Recovery Program?	Yes
40. Will the College offer a call-in option for the recommended pre-proposal conference on November 14 or must interested parties attend in person?	Please see response to question 28. The Pre-Proposal Conference was not a mandatory requirements.
41. Please confirm the due date for this procurement is <b>12/6/2017</b> ?	The Proposal-due date is Wednesday, December 6, 2017 at 11:00 am. Central Time.
42. Please describe your level of satisfaction with your current vendor(s), if applicable.	There is always room for growth and improvement, however, we are happy with our current agency.
43. What collection attempts are performed or will be performed internally prior to placement?	Please see response to Question # 21
44. Will the selected vendor be allowed to litigate balances exceeding a certain dollar amount on your behalf, with your explicit approval?	Yes
45. What is the average age of accounts at placement (at time of award and/or on a going-forward basis), by category?	Please see response to Question # 33
46. What is the monthly or quarterly number of accounts expected to be placed with the vendor(s) by category?	The number of account varies based on the term. Fall terms tend to have a higher enrollment, therefore, there tends to be a higher headcount placed with collections.
47. What is the monthly or quarterly dollar value of accounts expected to be placed with the vendor(s) by category?	The number of account varies based on the term. Fall terms tend to have a higher enrollment, therefore, there tends to be a higher headcount placed with collections.
48. What has been the historical rate of return or liquidation rate provided by any incumbent(s), and/or what is anticipated or expected as a result of this procurement?	For old debt, over two years old, the rate of return is 2-10%. For recent collection accounts, one to two years old, the collection rate is 30-40%.
49. What billing servicer do you utilize?	The College does not utilize an outside billing servicer.
50. If applicable, will accounts held by any incumbent(s) or any backlog be moved to any new vendor(s) as a one-time placement at contract start up?	Contract start up.

<b>Question</b>	<b>Response</b>
51. What computer software system do you use to manage your accounts/inventory?	Ellucian Colleague, Business Objects
52. Do you have any plans of changing that system in the future, and why/why not?	Not at this time.
53. Do you subscribe to any offset programs?	Yes, Illinois Debt Recovery Program

**2018-R0007 RFP Debt Collection Services**

**ADDENDUM # 1**

**November 20, 2017**

.....

This signed Addendum is required to be returned with your Proposal no later than the due date set forth for this RFP. If you have already submitted your Proposal, please submit this signed form via email to [purchasing@cod.edu](mailto:purchasing@cod.edu).

You can submit this completed addendum to the Purchasing Office by one of the means below:

*All issued addenda must be signed and returned to the College as per the instructions in the addenda or bid will not be accepted.*

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You also have the option of withdrawing your proposal, if necessary.

**ACKNOWLEDGEMENT:**

I HAVE RECEIVED THIS ADDENDUM # \_\_\_\_\_

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

**Address:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

RESPONDENT: \_\_\_\_\_



**COMMUNITY COLLEGE DISTRICT NO. 502**

**REQUEST FOR PROPOSAL**

**DEBT COLLECTION SERVICES**

**RFP NUMBER: 2018-R0007**

**PROPOSALS DUE: Wednesday, December 06, 2017 at 11:00 a.m. Central Time**

In the event of College closure due to inclement weather, RFP deadline will be extended to the next business day at the same time.

**SEND RESPONSES TO:**

**COLLEGE OF DUPAGE  
PURCHASING DEPARTMENT  
BIC BUILDING, ROOM 1B03  
425 FAWELL BLVD.  
GLEN ELLYN, ILLINOIS 60137**

**ISSUED BY THE COLLEGE OF DUPAGE PURCHASING DEPARTMENT**



RFP No. 2018-R0007



**Purchasing Department**

425 Fawell Boulevard  
Glen Ellyn, Illinois 60137-6599  
<http://www.cod.edu>

PHONE (630) 942-2217  
FAX (630) 942-3750

November 7, 2017

**REQUEST FOR PROPOSAL**

Proposals for **Debt Collection Services, RFP Number 2018-R0007**, will be received by the College of DuPage, District 502, at the office of the Purchasing Manager, Berg Instructional Center (BIC) Building, Room 1B03, 425 Fawell Blvd., Glen Ellyn, IL 60137, until **11:00 a.m. Central Time, Wednesday, December 06, 2017**, at which time the respondents names will be read publicly.

In the event of office closure due to inclement weather, RFP deadline will be extended to the next business day at the same time.

Any response received after the date and time stated above will be returned unopened. College of DuPage shall not be responsible for responses that are not received at the specific office location indicated above by the stated deadline. It is solely the Respondent's responsibility to ensure that adequate time is allowed for timely and accurate delivery.

No response shall be withdrawn for a period of ninety (90) days after the advertised close date without the consent of the College.

## LEGAL NOTICE

### RFP NOTICE

**No. 2018-R0007**

The College of DuPage is accepting Proposals for **Debt Collection Services**. The RFP documents may be downloaded from the Purchasing Website at: [www.cod.edu/about/purchasing/requests/](http://www.cod.edu/about/purchasing/requests/) by clicking on the link for this RFP and following the instructions.

Responses are due to the Purchasing Department no later than **11:00 a.m. Central Time, Wednesday, December 06, 2017** at which time the Respondents names will be read publicly.

College of DuPage Board of Trustees Reserves the right to reject any and all responses. This invitation is issued in the name of the Board of Trustees of College of DuPage, Community College District 502, Glen Ellyn, Illinois.

A pre-proposal conference is scheduled for **Tuesday, November 14, 2017 at 11:00** a.m. in the Purchasing Office, BIC 1B03 at 425 Fawell Blvd, Glen Ellyn IL 60137. The pre-proposal conference is not mandatory, but highly recommended.

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## RFP SUBMISSION CHECKLIST

### Things to Remember When Submitting a Proposal to the College of DuPage

1.  **Read the *entire* document.** In your review, note critical items such as: blackout period, required goods and services; submittal dates, submission requirements, etc.
2.  **Note the contact information provided.** The Purchasing Office at [purchasing@cod.edu](mailto:purchasing@cod.edu) is the single point of contact for this RFP and is the only contact with whom you are allowed to communicate regarding this RFP. This person is an excellent source of information for any questions you may have.
3.  **Take advantage of the “question and answer” period.** Submit your questions to the Purchasing Department by the deadline noted in the RFP and view the answers given in the formal addenda issued for this RFP. All addenda issued for an RFP will be emailed to each company that downloaded the RFP documents from the College website, and will include all questions asked and answered concerning the RFP. Please ensure when downloading the RFP documents, you use a valid email address.
4.  **Do not alter, add to, or delete and part of the RFP documents without prior approval.** Please refer to the section titled *Exceptions* for instruction on how to request a deviation to the original RFP.
5.  **Ensure all addenda are signed.** Before submitting your response, check the College Purchasing website at <http://www.cod.edu/about/purchasing/requests/index.aspx> to see whether any addenda were issued for this RFP. If so, you must submit a signed copy of the addenda along with your Proposal response.
6.  **Review and read the RFP document again to make sure you have addressed all requirements.** Your original response and the requested electronic copy must be identical and be complete. The copies are provided to an Evaluation Committee members and will be used to score your response. Proposals will not be accepted if Sections 5, 6, 7, and 8, are not completed. (Please note there are two (2) signature lines in Section 8 that must be signed.)
7.  **Submit your response on time.** Note the date and time listed on the front page of the RFP and be sure to submit all required items on time. Late responses will not be accepted and will be returned, unopened. Ensure the envelope/box(es) containing your proposal is appropriately labeled. Please allow adequate time for delivery to the Purchasing Department.
8.  **Important dates to know:**
  - RFP Publication Date – 11/07/2017
  - Pre-Submittal Conference Date – 11/14/17 at 11:00 a.m.
  - Questions Due – 11/15/2017 by 11:00 a.m. Central Time
  - Proposals Due – 12/06/17 at 11:00 a.m. Central Time
  - Target Board Approval Date – 1/18/2018

## **1.0 GENERAL INFORMATION**

### **1.1. DEFINITIONS**

- A. RESPONDENT** shall mean the individual or business entity submitting Proposal to supply any or all of the services or goods required by the Contract Documents.
- B. RESPONSE** shall mean the RFP Documents as completed by the Respondent which constitutes the Respondent's proposal.
- C. CONTRACT** shall mean the agreement between the College and Contractor as set forth in the resulting Contract Documents and as awarded by the College of DuPage Board of Trustees.
- D. CONTRACTOR** shall mean the individual or business entity submitting a response and to whom the College of DuPage Board of Trustees awards the resulting Contract.
- E. COLLEGE** shall mean the College of DuPage, Community College District No. 502, a body politic and corporate of the State of Illinois.
- F. PURCHASING MANAGER** shall mean the Purchasing Manager of the College of DuPage.
- G. SPECIFICATIONS** shall mean the description of the required services, Contract Goods, equipment, personnel, volume and use statistics and all requirements for the scope of work set forth in the Contract Documents.

### **1.2. REGULATIONS**

The Contractor, or Subcontractor, warrants that they are familiar with and they shall comply with all Federal, State, and Local Laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the resulting Contract, including, without limitation, Workmen's Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours and regulations with respect to use of explosives. No plea of misunderstanding or ignorance thereof will be considered. Whenever required, the Contractor, or Subcontractor, shall furnish the college with satisfactory proof of compliance with said Federal, State and Local Laws, statutes, ordinances, rules, regulations, orders, and decrees.

### **1.3. COMPLIANCE WITH LAWS - PUBLIC CONTRACTS**

This project will result in a competitive contract, subject to laws and ordinances governing public contracts. The winning Respondent(s) shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State and other local government agencies which may in any manner affect the preparation of the response or the performance of the resulting Contract. If the winning Respondent(s) observes that any of the Contract documents are at variance therewith, it shall promptly notify the Purchasing Manager in writing and necessary changes shall be effected by appropriate modification.

### **1.4. PROPOSAL MODIFICATIONS**

Unless indicated, it is understood that Proposals are in strict accordance with specification requirements. Proposals shall be deemed final, conclusive, and irrevocable. No Proposal shall be subject to correction or amendment for any error or miscalculation. Proposal prices shall include cost of materials as specified, any applicable discounts and shipping.

### **1.5. AWARD OF CONTRACT**

The award of the contract will be made within ninety (90) calendar days after the opening of proposals to one or more Respondent's based on recommendation by an Evaluation Committee and pre-determined evaluation criteria and weighting, and is subject to Board of Trustee approval. The successful

Respondent(s) will be notified by electronic mail that their Proposal has been accepted and that they have been awarded the contract. Notification will also be posted on the College's Purchasing website at <http://www.cod.edu/about/purchasing/> . Failure to execute performance as per accepted Proposal may result in legal action by the College of DuPage to recover damages.

If a contract is not awarded within ninety (90) days after the opening of proposals, a Respondent may file a written request with the Purchasing Manager on the withdrawal of their Proposal and the Purchasing Manager will permit such withdrawal.

#### **1.6. COMPETENCY OF RESPONDENT**

No response will be accepted from or Contract awarded to a Respondent that is in arrears or is in default to the College upon any debt or Contract, or that is a defaulter, as surety or otherwise upon any obligation to said College, or has failed to perform faithfully any previous contract with the College.

#### **1.7. ACCEPTANCE OF PROPOSALS**

The Purchasing Manager shall notify the successful Respondent(s), in writing, of the award of the Contract by the College within ninety (90) days from the Proposal Opening date. Upon receipt of the Notice of Award, the Contractor shall promptly secure, execute and deliver to the Purchasing Manager any documents required herein.

#### **1.8. PAYMENT REMITTANCE**

All College vendors are required to receive payment from the College via an Automated Clearing House (ACH) transfer. Instructions to register for ACH payments will be sent, upon request, to successful Respondents. Failure to comply with the ACH requirements may result in termination of the contract or purchase order. College ACH transfers typically occur the third week of each month. Invoices must be received at least 3 weeks prior to each ACH payment release. You are strongly encouraged to set up your account upon notice of award to avoid a delayed payment.

#### **1.9. TAX EXEMPTION**

College of DuPage District #502 is exempt from Federal, State and Municipal taxes. Exemption certificates will be furnished upon request.

#### **1.10. CASH BILLING DISCOUNTS**

Cash billing or percentage discounts for payment will not be considered in evaluating Proposals.

#### **1.11. EQUAL EMPLOYMENT OPPORTUNITY**

In the hiring of employees for the performance of work under the resulting Contract and any subcontract thereunder, no Contractor or Subcontractor shall, by reason of race, color, sex, religion, national origin, ancestry, age, marital status, disability, unfavorable military discharge or sexual orientation discriminate against any citizen of the United States, in the employment of Labor or workers, who are qualified and available to perform work to which the employment is related. Neither shall any Contractor or Subcontractor, or any person on behalf of either, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of race, color, sex, religion, national origin, ancestry, age, marital status, disability, unfavorable military discharge or sexual orientation.

#### **1.12. HOLD HARMLESS CLAUSE**

Contractor shall indemnify, hold harmless and defend the College of DuPage, its officers, agents, servants, and employees, from and against any and all claims, lawsuits, demands, liabilities, and losses whatsoever occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death

arising out of or connected with contractor's performance of this agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the College of DuPage.

"Contractors performance" includes Contractor's action or inaction and the action or inaction of Contractor's officers, employees, agents and Subcontractors.

**1.13. CONTRACTORS LIABILITY INSURANCE**

The Contractor shall not commence work under this contract until all insurance required herein is obtained and approved by the Owner. Nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

The Contractor shall furnish the College of DuPage with a Certificate of Insurance, with College of DuPage, its trustees, officers, agents, employees, and any other parties designated by COD named as an additional insured for Commercial General and Automobile Liability, showing the minimum coverage indicated below. Insurance companies must have a Best Rating of at least A VI and otherwise be acceptable to the College. Worker's compensation insurance shall include a waiver of subrogation in favor of the College of DuPage. The College will also be shown as the certificate holder. Further, the Certificate of Insurance shall state that coverage provided is primary to any other coverage available to College of DuPage. An endorsement page showing coverage must accompany the certificate of insurance. The foregoing certificate shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least sixty (60) days prior written notice has been given to College of DuPage.

**TYPE OF INSURANCE**

**MINIMUM INSURANCE COVERAGE**

	Combined Single Limit Per Occurrence/Aggregate
<b>Commercial General Liability</b> including:	
1. Premises – Operations	\$1,000,000 / \$2,000,000
2. Explosion, Underground and Collapse Hazard	
3. Products/Completed Operations	
4. Contractual Insurance	
5. Broad Form Property Damage	
6. Independent Contractors	
7. Bodily Injury	
 <b>Automobile Liability</b>	
Owned, Non-owned, or Rented	\$1,000,000 / \$2,000,000
 <b>Workers' Compensation and Employer's Liability</b>	As Required by Applicable Laws.
 <b>Professional Liability</b>	If Performance Specifications are Required by the Contract

**1.14. BUSINESS ENTERPRISE PROGRAM**

The College of DuPage encourages the participation of qualified minorities, females, and persons with disabilities owned businesses in public contracts. It is the practice of the College to ensure full and equitable economic opportunities to persons and businesses that compete for business with the College of DuPage, including minorities, females, and persons with disabilities owned business enterprises. The College is committed to the economic development of disadvantaged business enterprises and the award of contracts to businesses owned by minorities, females, and persons with disabilities for services to the extent provided by the Business Enterprise for Minorities, Females and Persons with Disabilities Act ("Act"), 30 ILCS 575.

**When required, if a BEP goal is identified, you must complete and attach the BEP Utilization Plan and Letter of Intent with your Proposal which can be found in Section 5.**

**This solicitation contains a goal of 20% to include businesses owned and controlled by minorities, females and persons with disabilities in the procurement and contracting/subcontracting processes.**

**END OF SECTION**



## 2.0 INSTRUCTIONS TO RESPONDENTS

### 2.1. OUTSIDE DOCUMENT DISCLAIMER

The College of DuPage cannot warrant, represent, or guarantee the accuracy or completeness of documents which have not been obtained directly from the College. If you have obtained these documents from a third party source, the College is not responsible for any loss or damage including, but not limited to, time, money, or goodwill arising from errors, inaccuracies or omissions in any third party documents.

To obtain official documents, please visit: <https://www.cod.edu/about/purchasing/requests/index.aspx> . Click on the link for this project, and follow the prompts to enter your information onto our vendor list and download the original documents. This will ensure your contact information is registered on our vendor list, and we can send you any addenda that may be issued. This website is the only official website for prospective Respondents to obtain digital copies of RFP documents. It is the responsibility of each prospective Respondent to verify the completeness of their printed RFP documents before submitting a response and accompanying executed addenda acknowledgement, and other required forms.

### 2.2. BLACKOUT PERIOD

Under no circumstances are respondents to contact or discuss this Invitation to Bid, or any of the information contained herein or about this project in general, with any College of DuPage trustee, employee, vendor, contractor or subcontractor, other than using the methods outlined in this RFP. Respondents are strictly forbidden from visiting the College's locations or approaching any College trustee, employee, vendor, contractor or subcontractor for any information related to this Invitation to Bid or this project without the direct knowledge and authorization in writing in advance from the Purchasing Manager or Buyer. Violation of these provisions may subject the respondent to immediate disqualification.

#### **Initial understanding of this requirement:**

### 2.3. REQUESTS FOR INFORMATION/CLARIFICATION

If any firm submitting a response for this project is in doubt as to the true meaning of the specifications or other documents or any part thereof, proposer shall request clarification from the Purchasing Department. Questions must be submitted in writing and be directed via email to the Purchasing Department at [purchasing@cod.edu](mailto:purchasing@cod.edu) no later than **Wednesday, November 15, 2017 at 11:00 a.m. Central Time**. Questions for which answers are provided will be communicated to all registered recipients of RFP documents via addendum.

### 2.4. PROPOSAL SUBMISSION

All Respondents must submit one (1) "ORIGINAL" copy of the completed RFP, five (5) copies of the completed RFP, and two (2) flash drives containing all documents, in a sealed envelope.

- A. Proposals must be delivered by the date and hour of the RFP deadline as shown in the legal advertisement to the following address:

Purchasing Manager  
**Attn: 2018-R0007**  
College of DuPage  
425 Fawell Blvd  
BIC Building - Room 1B03  
Glen Ellyn, Illinois 60137

The original documents must be clearly marked as "ORIGINAL", and must bear the original signature of an authorized corporate agent on all documents requiring a signature. Respondent must enclose all documents in sealed envelopes or boxes.

- B. The sealed envelope or boxes submitted by the Respondent shall carry the following information on the face of the envelope:

Proposal Enclosed

Respondent's Name, Address, Contact Person

2018-R0007 - Request for Proposals (RFP) for Debt Collection Services

Due: Wednesday, December 6, 2017 at 11:00a.m.

Unless otherwise stated, all blank spaces on the forms shall be fully completed. Respondent bears all responsibility for error or omissions in their submission.

## **2.5. EXCEPTIONS**

If any Respondent intends to take any deviations or exceptions from the Specifications or other RFP Documents, Respondent shall submit to the Buyer a written request for a deviation or exception. If the Project Manager considers such deviation or exception acceptable, the Buyer shall issue an Addendum setting forth such deviation or exception from the Specifications or other which shall be applicable to all Respondents submitting a response.

If no Addendum is issued by the Buyer, then such deviation or exception shall be deemed rejected. The College may reject any response containing deviations or exceptions not previously accepted through a written Addendum.

A copy of such Addendum will be e-mailed or delivered to each Respondent receiving a set of such RFP Documents. Respondent shall acknowledge receipt of each Addendum issued in the space provided on the RFP form or via a signed addendum. Failure to acknowledge receipt of addenda will result in disqualification of the Proposal.

All requests for deviations or exceptions must be sent in writing to [purchasing@cod.edu](mailto:purchasing@cod.edu) at least five (5) days prior to the date and time set forth as the RFP Due Date. The College shall not be responsible for nor bound by any oral instructions, interpretations, or explanations issued by the College or any of its representatives.

**Initial understanding of this requirement:** \_\_\_\_\_

## **2.6. ERROR IN PROPOSAL**

Where a Respondent claims to have made a mistake, such mistake must be called to the attention of the Purchasing Manager within twenty-four (24) hours after the opening of responses. Within forty-eight (48) hours of the advertised RFP deadline, Respondent shall submit to the College's designated contracting officer original documentary evidence and a detailed explanation of how the mistake was made. Failure to conform to this requirement precludes the Respondent from withdrawing its response based upon a mistake. If such notice, proof and explanations have been tendered, and the contracting officer is convinced that a bona fide mistake has been made, the contracting officer may recommend to the Board of Trustees that the Respondent be allowed to withdraw its response and recommend that the contract be awarded to the next responsible, responsive Respondent. If the Board determines by majority vote, that the Respondent has made a bona fide error, no award will be made upon such response.

## **2.7. WITHDRAWAL OF PROPOSALS**

Respondents may withdraw their responses at any time prior to the time specified in the legal advertisement as the date and hour set for the RFP Opening. However, no Respondent shall withdraw, cancel or modify its response for a period of ninety (90) calendar days after said advertised RFP Opening.

## **2.8. NOTICES**

All communications and notices between the College and Respondents regarding the RFP Documents shall be in writing and hand delivered or delivered via United States mail, postage prepaid, or via email.

Notices to the Respondents shall be addressed to the name and address or email address provided by the Respondents; notices to the Purchasing Manager shall be addressed to Purchasing Department, College of DuPage, BIC Building - Room 1B03, 425 Fawell Blvd., Glen Ellyn, Illinois 60137, or [purchasing@cod.edu](mailto:purchasing@cod.edu).

## **2.9. CONFIDENTIALITY**

The Purchasing Department shall examine the responses to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the contract, all responses, documents, and materials submitted by the Respondent pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Purchasing Department. All data, documentation and innovations developed as a result of these contractual services shall become the property of the College. Based upon the public nature of these RFPs, a Respondent must inform the College, in writing, of the exact materials in the offer which cannot be made a part of the public record in accordance with the Illinois Freedom of Information Act. It is not acceptable for a proposal to be marked "proprietary" in its entirety.

## **2.10. RESPONDENT WARRANTIES**

The submission of a Proposal shall constitute a warranty that: (i) Respondent has carefully and thoroughly reviewed the RFP Documents and has found them complete and free from ambiguities and sufficient to describe the Contract work; (ii) Respondent and all workmen and/or employees it intends to use in the performance of this Contract are skilled and experienced in the type of work or services called for by the RFP Documents; and (iii) neither the Respondent nor any of its employees, agents, suppliers or subcontractors have relied on any verbal representations from the College, or any of the College's employees, agents, or consultants, in preparing the Proposal.

## **2.11. CONSIDERATION OF RESPONSES**

The College reserves the right to reject or accept any or all Proposals, to extend the response period, to waive technicalities in the RFP Documents and/or to direct that the project be abandoned or re-issued prior to award of the Contract.

The Respondent acknowledges the right of the College to reject any or all Proposals and to waive any informality or irregularity in any Proposal received. In addition, the Respondent recognizes the right of the College to reject a Proposal if the Respondent failed to submit the data required by the Request for Proposal documents, or if the Proposal is in any way incomplete or irregular.

## **END OF SECTION**

### 3.0 PROPOSAL SPECIFICATIONS

#### Debt Collection Services

##### 3.1. OVERVIEW AND OBJECTIVES

College of DuPage is seeking a Debt Collection Services Firm to recover student and non-student receivables. If collection attempts are unsuccessful, the College expects to pursue a judgment issued in court and report to a national credit bureau.

Outstanding student debt is as follows:

<u>Year</u>	<u>Number of Accounts</u>	<u>Amount Owed</u>
FY2016	821	\$656,711
FY2017	801	\$576,184
Older	7,582	\$8,162,011

College of DuPage is active in the Illinois Debt Recovery Program and all debt collected on behalf of the State Program shall not be part of the fee structure of the collection services.

##### 3.2. GENERAL COLLEGE INFORMATION

Founded in 1965 and opened in the fall of 1967, College of DuPage is the Midwest's largest comprehensive, single campus community college, and is dedicated to serving the diverse higher educational, civic and cultural needs of the residents of Community College District 502.

Enrolling approximately 28,000 students each semester, College of DuPage in 2008 received a maximum seven-year reaccreditation through the North Central Association of Colleges and Schools Commission on Institutions of Higher Education. It is recognized by the Illinois Community College Board (ICCB) and governed by a locally elected seven-member Board of Trustees and one elected, non-voting student representative.

College of DuPage is currently headed by an administration under President, Dr. Ann E. Rondeau. Total staff at the College numbers 2,174 and includes administrators, full- and part-time faculty members, counselors and advisors, classified staff, various other professionals and student employees.

College of DuPage's operating revenue is derived primarily from local property taxes, tuition and fees, and state allocations. Additionally, the College receives funding from state and federal sources. Gifts and grants from foundations and private sources may be accepted through the College of DuPage Foundation.

College of DuPage offers its students a diverse and far-reaching educational program. Students can choose from nine associate degrees and over 170 certificate programs in more than 50 areas of study, with classes offered on the College's 273-acre Glen Ellyn campus, four regional centers, and numerous area high school and other community locations. College of DuPage also offers a wide variety of Continuing Education programs, an Adult Fast Track program, a Field and Experiential Learning program, plus special seminars and workshops for community members with a specific interest in mind. Credit and non-credit courses are available.

College of DuPage serves over one million residents throughout 51 communities.

##### **Institutional Philosophy:**

College of DuPage believes in the power of teaching and learning. We endorse the right of each person to accessible and affordable opportunities to learn and affirm the innate value of the pursuit of knowledge and its application to life. Our primary commitment is to facilitate and support student success in learning.

College of DuPage is committed to excellence. We seek quality in all that we do. To ensure quality, we are committed to continual assessment and self-evaluation. College of DuPage values diversity. We seek to reflect and meet the educational needs of the residents of our large, multicultural district. We recognize the importance of embracing individual differences and cultures and value the contributions made to the College by people of all ethnic and cultural backgrounds. We affirm our role as a catalyst for promoting dialogue and tolerance on issues supporting the common good.

College of DuPage promotes participation in planning and decision making. We support participatory governance and the involvement of the College community in the development of a shared vision. We believe that all students, staff, and residents can make meaningful contributions within a respectful environment that encourages meaningful discourse. We strive to build an organizational climate in which freedom of expression is defended and civility is affirmed.

College of DuPage will be a benefit to students and community. The needs of our students and community are central to all we do.

**Vision:**

College of DuPage will be the primary college district residents choose for high quality education.

**Mission:**

The mission of College of DuPage is to be a center for excellence in teaching, learning, and cultural experiences by providing accessible, affordable, and comprehensive education.

**Values:**

*INTEGRITY*

We expect the highest standard of moral character and ethical behavior.

*HONESTY*

We expect truthfulness and trustworthiness.

*RESPECT*

We expect openness to difference and to the uniqueness of all individuals.

*RESPONSIBILITY*

We expect fulfillment of obligations and accountability

**3.3. SCOPE OF SERVICES**

Technical and Performance Requirements

1. The Proposer shall promptly undertake, through ethical and lawful means, the collection of College of DuPage delinquent accounts, with particular attention to all local, state, and federal laws applicable to this type of activity. The Proposer shall be aware of the contractual restrictions inherent in these billings and shall hold College of DuPage harmless for any billing errors due to the service's activity.
  - a. The Proposer shall provide the following services:
    - Deal with accounts ethically and diplomatically
    - Skip tracing
    - Collection letter processing
    - Rate adjudication
    - Establish monthly payment plans (minimum payment shall be no less than \$25.00 a month)
    - If necessary, pursue court order judgment
  - b. Collection information will be retrieved from College of DuPage Office of Financial Affairs.
  - c. The Proposer shall suspend the collection efforts on any account upon written notice to do so by a representative of College of DuPage (including fax and email).
  - d. The Proposer shall not have the right to refuse to collect any delinquent College account.

2. The Proposer shall maintain adequate records of the services performed, statement and collection letter processing, accounts collected, and collections remitted to College of DuPage for audit by the College, and all such records shall be available for inspection and audit, without prior notice, by College of DuPage. The Proposer shall provide a secured URL address to access the Colleges account with the Proposer.
  3. All collection and account status reporting formats will be in a format acceptable to the College. The proposal shall include proposed reports and the desired schedule for furnishing each. Minimum report requirements are shown as follows on a monthly basis.
    - a. A detailed report of collection, adjustments with dollar amounts, and quantities.
    - b. A summary of collections by month.
    - c. Provide a list of all report availability and access.
  4. The Proposer shall identify a chief contact person for purposes of discussion related to this proposal process. Additionally, this person shall be the one authorized to make commitments on behalf of the Proposer and shall indicate the Proposer's overall intentions toward this contract in a signed cover letter accompanying the Proposer's proposal.
  5. The Proposer shall provide a local or toll-free telephone number for contact with customers concerning collection inquiries.
  6. In both written and telephone contacts, the Proposer shall instruct the customer to make payments or to refer all inquiries to:

Proposer's Name  
Proposer's Address  
Proposer's Telephone Number
- All payments shall be made by the customer in cash, cashier's check, money order, credit card, debit card, or personal check.
7. All information supplied by College of DuPage shall be kept confidential and not be disclosed to parties other than the Proposer's employees on a need-to-know basis for the purpose of contract performance to the customer.
  8. The Proposer shall be responsible for assuring compatibility of College's data files and transmittal medium to the Proposer's computer system and must ensure the system's network is secure. The Proposer shall bear all costs, if necessary, for data conversion to make College's computer system compatible with that of the Proposer and any incidental costs related to the data transfer.

#### **3.4. CONTRACT TERM**

The College anticipates engaging in a contract with the selected Debt Collection Services Firm which will be in effect through December 31, 2021.

**END OF SECTION**

## **4.0 PROPOSAL SUBMISSION**

### **4.1. PROPOSAL CONTENT AND FORMAT**

Provide the following in your proposal. All Proposers shall submit one (1) original of the completed RFP, five (5) copies of the completed RFP, and two (2) flash drive containing all documents, in a sealed envelope and shall deliver them to Purchasing Manager, Attn: 2018-R0007, College of DuPage, BIC Building - Room 1B03, 425 Fawell Blvd., Glen Ellyn, Illinois 60137 by the date and hour of the RFP deadline as shown in the legal advertisement.

**The sections should be tabbed or clearly labeled in the order shown below:**

#### **Section 1: Required forms- Complete**

- a. Documentation needing initialing per Section 2.0
- b. Section 6.0 Certifications
- c. Section 7.0 Signature Page
- d. Section 8.0 Conflict of Interest Disclosure and Non-Collusion Form
- e. Any issued addenda, signed (if applicable)

#### **Section 2: Qualifications**

- a. General information
  - Name of company, primary contact person, address, email address, and telephone and fax number of the firm.
  - Brief overview of your organization, including general information about your firm, including the size of the organization, location of offices, years in business, number and position titles of staff, and qualities which differentiate your company from your competitors
- b. Provide a brief statement of qualifications/executive summary including an understanding of the College's intent and objectives and how your proposed plan will achieve those objectives as listed in Sections 3.3 (Scope of Services).

#### **Section 3: Requirements**

Proposer must provide detailed answers to your firm's financial and organizational profile, experience and background with respect to the following:

- a. Provide a clear and concise statement indicating its experience and knowledge of collection agency for both student and non-student accounts.
- b. Profile which include the following: Average number of collection accounts per collector; Average number of client's service representative; Average years of experience for collectors
- c. Identify the person(s) in your agency who would provide the requested services to College of DuPage, and describe, in detail, such persons' qualifications and background including their educational and professional background and knowledge of and experience in debt collections services.
- d. Provide narrative responses to the requirements in Section 3 of the RFP.
- e. Provide disclosure and description of any pending investigation, litigation or any finding of violation within the past four (4) years of your agency.
- f. Discuss any other relevant factors you believe should be considered by College of DuPage in selecting your firm to provide these services.

#### **Section 4: References**

Provide four to five (4-5) references comprised of community college and/or higher education institutions, or state and local governmental entities that recently conducted similar business with your firm. Clients from the higher education segment are preferred. Indicate the name of the school or organization, including the size and specific services provided. Include contact name, institution, and contact phone and email.

## Section 5: Fees

- a. A schedule of proposed fees should be included. The Proposer should provide and describe a breakdown of the fees for the services requested under this RFP. Provide a detailed fee structure, including any fees associated with payments made directly to the College and/or through the Illinois Debt Recovery Program.

## Section 6: Business Enterprise Program

The College of DuPage encourages the participation of qualified minorities, females, and persons with disabilities owned businesses in public contracts and commits to the economic development of disadvantaged business enterprises and the award of contracts to businesses owned by minorities, females, and persons with disabilities for services to the extent provided by the Business Enterprise for Minorities, Females and Persons with Disabilities Act ("Act"), 30 ILCS 575.

**This solicitation contains an aspirational goal of 20% to include businesses owned and controlled by minorities, females and persons with disabilities in the procurement and contracting/subcontracting processes.**

Proposer must describe its plan for BEP participation and commitment to achieving meaningful technical and financial goals. Proposer must complete and submit the forms that are attached to this RFP in Section 5 to evidence Proposer's proposed BEP participation in some aspect of the contract.

### 4.2. EVALUATION AND SELECTION PROCESS

The College will appoint an Evaluation Committee whose responsibility will be to review all responses to this RFP. The College will consider the information provided in the response and the quality of that information when evaluating the Proposal. The selection process may include a request for additional data or oral presentations as deemed necessary by the College. The following criteria will be used in the evaluation of all proposals.

1. Overall experience, reputation, qualifications, understanding and approach to providing the services.
2. Proposed collection procedures and collection methods to be used.
3. Capacity and ability to provide services to satisfy the College's requirements.
4. Client references.
5. Reporting methods available to the College
6. Proposed fees for services.

After the evaluation, the top finalists may be requested to make a phone, webinar or in-person presentation, or to further negotiate the terms and conditions of the contract. If notified, the company must be prepared to present with three (3) business days from the date of e-mail notification. Specific instructions regarding the presentation will be included in the notification. Upon selection and designation of a Debt Collection Services Agency, the College intends to negotiate an agreement with the designated Agency. Nothing in this RFP, the proposals, or the College's acceptance of a proposal and designation of a Debt Collection Services Agency shall obligate the College to enter into or complete negotiations with any Debt Collection Services Agency.

### 4.3. SELECTION OF AWARD

#### A. Basis

The award of the contract will be based on best-value to the College according to the evaluation criteria set forth in this document.

#### B. Selection Process



The award of the contract will be after the Evaluation Committee submits their Recommendation of Award of the selected Proposer (s) for approval by the College of DuPage Board of Trustees. The successful Proposer (s) will be notified by electronic mail that their Proposal has been accepted and that they have been awarded the contract after the approval by the College of DuPage Board of Trustees. Notification will also be posted on the College's Purchasing website at <http://www.cod.edu/about/purchasing/>. Failure to execute performance as per accepted Proposal may result in legal action by the College of DuPage to recover damages.

**END OF SECTION**

## 5.0 BUSINESS ENTERPRISE PROGRAM

### STATE OF ILLINOIS BUSINESS ENTERPRISE PROGRAM MINORITIES, FEMALES, PERSONS WITH DISABILITY PARTICIPATION AND UTILIZATION PLAN

The Business Enterprise for Minorities, Females and Persons with Disabilities Act (BEP) establishes a goal for community colleges contracting with businesses that have been certified as owned and controlled by persons who are minorities (MBE), female (FBE/ also referred to as WBE), or persons with disabilities (PDBE) (collectively, BEP certified vendor(s)). 30 ILCS 575

**Contract Goal to be Achieved by Vendor:** This solicitation includes a specific **BEP** participation goal of 20% based on the availability of BEP certified vendors to perform or provide the anticipated services and/or supplies required by this solicitation.

**The BEP participation goal is applicable to all bids or offers.** In addition to the award criteria established for this solicitation, the College will award this contract to a Vendor that meets the goal or demonstrates good faith efforts to meet the goal. This goal is applicable to change orders and allowances within the scope of work provided by the BEP certified vendors. If Vendor is an MBE and FBE certified vendor, the entire goal is met and no subcontracting with a BEP certified vendors is required; however, **Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.**

Following are guidelines for Vendor's completion of the Utilization Plan. The Utilization Plan must demonstrate that Vendor has either: (1) met the entire contract goal; or (2) made good faith efforts towards meeting the goal.

At the time of bid or offer, Vendor, or Vendor's proposed Subcontractor, must be certified with the Illinois Department of Central Management Services as a BEP certified vendor.

Failure to complete a Utilization Plan or provide Good Faith Effort documentation shall render the bid or offer non-responsive; and subject to rejection and/or disqualification in the College's sole discretion.

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Joint Venture Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Joint Venture Agreement must clearly evidence that the BEP certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the BEP certified vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the BEP certified vendor to be dedicated to the performance of the contract. Established Joint Venture Agreements will only be credited toward BEP goal achievements for specific work performed by the BEP certified vendor. **Each party to the Joint Venture Agreement must execute the bid or offer prior to submission of the bid or offer to the College.**

2. An agreement between a vendor and a BEP certified vendor in which a BEP certified vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The College may request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the College in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed BEP certified vendor. Failure to cooperate by Vendor and BEP certified vendor may render the bidder or offeror non-responsive or not responsible. **The contract will not be awarded to Vendor unless Vendor's Utilization Plan is approved by the College.**
3. **BEP Certified Vendor Locator References:** Vendor may consult CMS' BEP Vendor Directory at [www.sell2.illinois.gov/cms/business](http://www.sell2.illinois.gov/cms/business), as well as the directories of other certifying agencies, but firms **must be certified with CMS as BEP certified vendors at the time of bid or offer.**
4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the College deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subcontractor or supplier.
5. **Calculating BEP Certified Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all BEP certified vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by BEP certified vendors, by subcontractors or suppliers to such vendors, is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:
  - 5.1 The value of the work actually performed or goods/equipment provided by the BEP certified vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the BEP certified vendor, including supplies purchased or equipment leased by the BEP certified vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.
  - 5.2 A vendor shall count the portion of the total dollar value of the BEP contract equal to the distinct, clearly defined portion of the work of the contract that the BEP certified vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other BEP certified vendor. Work performed by the non- BEP certified party shall not be counted toward the goal. **Work that a BEP certified vendor subcontracts to a non-BEP certified vendor will not count towards the goal.**
  - 5.3 A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a BEP certified vendor manufacturer, BEP certified regular dealer, or BEP certified supplier. A Vendor shall count toward the goal the following expenditures to BEP certified vendors that are not manufacturers, regular dealers, or suppliers:
    - 5.3.1 The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is

determined by College to be reasonable and not excessive as compared with fees customarily allowed for similar services.

- 5.3.2** The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the College to be reasonable and not excessive as compared with fees customarily allowed for similar services. The BEP certified vendor's trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
- 5.3.3** The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the College to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 5.4** BEP certified vendors who are performing on contract as second tier subcontractors may be counted in meeting the established BEP goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.
- 5.5** A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.

  - 5.5.1** A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The BEP certified vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the College shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
  - 5.5.2** A BEP certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain BEP certified vendor participation. In determining whether a BEP certified vendor is such an extra participant, the College shall examine similar transactions, particularly those in which BEP certified vendors do not participate, and industry practices.
- 5.6** A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

6. **Good Faith Effort Procedures:** Vendor must submit Utilization Plans, subcontract documents, and/or Letters of Intent that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must document and explain within the Utilization Plan the good faith efforts it undertook to meet the goal. Utilization Plans are due at the time of and must be enclosed and sealed with the bid or offer submission. Copies of subcontract documents and/or Letters of Intent shall be due upon request.
  
7. **Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan. **After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract.** If Vendor did not succeed in obtaining BEP certified vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of BEP certified vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.
  - 7.1. The Utilization Plan may not be amended after contract execution without the College's prior written approval.
  - 7.2. **Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the College.** Unauthorized changes or substitutions, including performing the work designated for a BEP certified vendor with Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions.
  - 7.3. If it becomes necessary to substitute a BEP certified vendor or otherwise change the Utilization Plan, Vendor must notify the College in writing of the request to substitute a BEP certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The College shall notify the Council or its delegate of the request to substitute a BEP certified vendor or change the Utilization Plan. The College reserves the right to approve or deny a request for substitution or other change in the Utilization Plan.
  - 7.4. Where Vendor has established the basis for the substitution to the College's satisfaction, it must make good faith efforts to meet the contract goal by substituting a BEP certified vendor. Documentation of a replacement BEP certified vendor, or of good faith efforts to replace the BEP certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non- BEP certified vendor or Vendor may perform the work.
  - 7.5. If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the College to modify the Utilization Plan and must make good faith efforts to ensure that BEP certified vendors have a fair opportunity to submit a bid or offer on the new scope of work.
  - 7.6. A new BEP certified vendor agreement must be executed and submitted to the College within five business days of Vendor's receipt of the College's approval for the substitution

or other change.

- 7.7.** Vendor shall maintain a record of all relevant data with respect to the utilization of BEP certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three years after the completion of the contract. Full access to these records shall be granted by Vendor upon 48 hours written demand by the College to any duly authorized representative thereof, or to any municipal, state or federal authorities. The College shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the BEP certified vendor and final payment to the BEP certified vendor by Vendor, but not later than 30 calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the BEP certified vendor under the contract.
- 7.8.** The College will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the BEP certified vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the College to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- 7.9.** The College reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

## UTILIZATION PLAN

**The Utilization Plan and Letter of Intent must be sealed and submitted with Proposal.**

\_\_\_\_\_ (Vendor) submits the following Utilization Plan as part  
Respondent Name

of our bid or offer in accordance with the requirements of the BEP Program Status and Participation section of the solicitation for **Debt Collection Services, RFP Number 2018-B0007**. We understand that all subcontractors must be certified with the CMS BEP Program at the time of submission of all bids and offers. **We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.**

Vendor submits the following statement:

- Vendor is a BEP certified firm and plans to fully meet the goal through self-performance.
- Vendor has identified BEP certified subcontractor(s) to fully meet the established goal and submits the attached executed Letter(s) of Intent; or
- Vendor has made good faith efforts towards meeting the entire goal as indicated on the attached Utilization Plan, or a portion of the goal, and hereby requests a waiver (complete checklist below).

Vendor's person responsible for compliance with this BEP goal:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

## DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE GOAL AND REQUEST FOR WAIVER

If the BEP participation goal was not achieved, the vendor must provide documented evidence of good faith efforts to achieve the goal.

Below is a checklist of actions that will be used to evaluate a Vendor's Demonstration of Good Faith Efforts and Request for Waiver. **Please check the actions which you completed.** If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed description of such efforts. The College reserves the right to review and audit the results of the vendor's efforts as described below.

- Utilize the Sell2Illinois website: [www2.illinois.gov/cms/business](http://www2.illinois.gov/cms/business) to identify BEP certified vendors within the respective commodity/service codes denoted above and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.
- Solicit through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of BEP certified vendors that have the capability to perform the work of the contract. Vendor must solicit this interest within sufficient time to allow the BEP certified vendors to respond to the solicitation. Vendor must determine with certainty if the BEP certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal. Vendor must provide interested BEP certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
- Select portions of the work to be performed by BEP certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP certified vendor participation, even when Vendor might otherwise prefer to perform these work items with its own forces.
- Make a portion of the work available to BEP certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate BEP certified vendor participation.
- Negotiate in good faith with interested BEP certified vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of BEP certified vendors that were considered and an explanation as to why an agreement could not be reached.
- Thoroughly investigate the capabilities of BEP certified vendors and not reject them as unqualified without sound reasons.
- Make efforts to assist interested BEP certified vendors in obtaining lines of credit or insurance as required by the College.
- Make efforts to assist interested BEP certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.



## 6.0 CERTIFICATIONS

**IMPORTANT:** All Respondents are required to complete this form. Completed form must be returned with response by the RFP deadline. Failure to return this completed form may result in disqualification of response.

THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COLLEGE LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

- A. Prevailing Wage Act. To the extent required by law, Contractor shall not pay less than the prevailing wage as established pursuant to an Act Regulating the Wages of Laborers, Mechanics, and Other Workman employed under Contract for Public Workers 820 ILCS 130/1 *et seq.* Our company certifies that it is eligible for bidding on public contracts and has complied with section 11a of the Prevailing Wage Act, 820 ILCS 130.01-12. **Yes** \_\_\_\_\_ **No** \_\_\_\_\_
- B. Human Rights Act. To the extent required by law, Contractor shall abide by the Illinois Human Rights Act, 775 ILCS 10/0.01 *et seq.*
- C. Drug Free Workplace. To the extent required by law, Contractor shall abide with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 *et seq.*
- D. Sexual Harassment Policy. Contractor represents by the signing of this agreement that it has a written sexual harassment policy that is in accordance with 775, ILCS 5/2-105 (A) (4).
- E. Non-debarment. By executing this agreement Contractor certifies that it has not been debarred from public contracts in the State of Illinois for violating either 33E-3 or 33E-4 of the Public Contracts Act, 720 ILCS 5/33E-1 *et seq.* (If Applicable)
- F. Fair Employment Practice: Contractor is in compliance with all State and Federal laws regarding Fair Employment Practice as well as all rules and regulations. **Yes** \_\_\_\_\_ **No** \_\_\_\_\_
- G. Our company has an Equal Employment Opportunity and Affirmative Action Program which complies with Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and the Rehabilitation Act of 1973.  
**Yes** \_\_\_\_\_ **No** \_\_\_\_\_
- H. When required by law, the Respondent and all Respondent's Subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training as required by Illinois Public Act 093-0642.

### ADVICE

- A. MINORITY/WOMAN-OWNED, DISADVANTAGED BUSINESS? YES \_\_\_\_\_ NO \_\_\_\_\_. If yes, please attach copy of certification and advise certification number and expiration date below:

Name of Certifying Entity: \_\_\_\_\_

Certification #: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

- B. STATE NEGOTIATED COOPERATIVE AGREEMENT: YES \_\_\_\_\_ NO \_\_\_\_\_ Contract No. \_\_\_\_\_

Signature

Respondent/Company Official: \_\_\_\_\_ Date: \_\_\_\_\_

**7.0 SIGNATURE PAGE**

**IMPORTANT:** All Respondents are required to complete and sign this form. Completed form must be returned with proposal by the RFP deadline. Failure to return this completed form may result in disqualification of proposal.

Check One:

- SOLE PROPRIETOR**     **PARTNERSHIP** (and/or JOINT VENTURE)     **LIMITED LIABILITY COMPANY**
- CORPORATION**

The undersigned acknowledges receipt of a full set of RFP Documents and Addenda Numbers \_\_\_\_\_ (None unless indicated here). **All issued addenda must be signed and returned to the College as per the instructions in the addenda or response will not be accepted.**

The undersigned makes the foregoing response to RFP subject to all of the terms and conditions of the RFP Documents. The undersigned certifies that all of the foregoing statements of the Vendor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this response are true and correct.

BUSINESS NAME: \_\_\_\_\_

BUSINESS ADDRESS: \_\_\_\_\_

BUSINESS TELEPHONE: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_ CELLULAR TELEPHONE NUMBER: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

Subscribed to and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public Signature

Notary Seal

- \* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.
- \*\* If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.
- \*\*\* Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.
- \*\*\* If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.
- \*\*\*\* In the event that this Signature Page is signed by any persons other than the President and Secretary, attach either a certified copy of the corporate by-laws, a resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

**8.0 CONFLICT OF INTEREST DISCLOSURE AND NON-COLLUSION FORM**

**IMPORTANT:** All Respondents are required to complete and sign this form. Completed form must be returned with proposal by the RFP deadline. Failure to return this completed form may result in disqualification of proposal.

RFP #: \_\_\_\_\_ DATE: \_\_\_\_\_

**CONFLICT OF INTEREST DISCLOSURE**

College of DuPage (COD) reserves the right, at its sole discretion, to reject any and all responses, revise the submission timeline as described in the solicitation, and to discontinue at any time the submission process as described in the solicitation. College of DuPage is requiring that any and all relationships with the College, its Administrators, Trustees, Committee members, COD Foundation Trustees, or any other Employee of the College be disclosed in writing as a part of any response submitted. Contact with any employee of the College of DuPage during the pre-award period, except as noted in the RFP documents, is strictly forbidden and is considered sufficient grounds for dismissal from the RFP process.

**VENDOR CONFLICT OF INTEREST DISCLOSURE**

Define the relationship with any College of DuPage Administrator, Trustee, Employee, COD Foundation Board member, Committee member, or their immediate family member, with which your company or any of its owners, officers, Trustees, employees, or their immediate family, does business or is likely to do business with, or for which there is an opportunity to influence a related College decision; include the name and relationship to any immediate family member.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Vendor certifies that there is no known conflict of interest with any COD Administrator, Employee, Trustee, Committee member, or COD Foundation Trustee, or their immediate family.

Vendor Printed Name: \_\_\_\_\_ Title: \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**NON-COLLUSION STATEMENT**

The undersigned affirms that he/she is duly authorized to execute a contract and that this company, corporation, firm, partnership or individual has not prepared this response in collusion with any other Respondent, and that the contents of said response have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this response.

Company Name: \_\_\_\_\_ Owners/Principal(s)  
Name(s)/Title(s): \_\_\_\_\_

Vendor Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

**Signature**  
**Respondent/Company Official:** \_\_\_\_\_ **Date:** \_\_\_\_\_