1. **SUBJECT**

Marketing Project Management Software - Rejection of Proposal

2. **REASON FOR CONSIDERATION**

Bid rejections must be approved by the Board of Trustees.

3. **BACKGROUND INFORMATION**

The Marketing & Creative Services department typically completes between 2500 and 3000 projects each year. The department is in need of software that will help us more efficiently manage the projects and allow us to use data about those projects to increase our efficiency and better utilize our resources.

The objectives listed in the RFP are:

- Have access to a reliable, Project Management Solution with 99.9% uptime
- Have access to a browser and OS-independent platform that will be accessible via desktop, tablet, and smartphone
- Provide access to core users (intake, designers, writers, project managers, developers, requestors) and affiliated users (clients, administration)
- Have internal storage or connectivity to cloud storage for hosting of project assets (images, documents, mockups, etc.)
- Provide a single repository for maintaining project data on all projects
- Allow requestors to submit project requests via online form that Marketing can customize for various types of requests (e.g. new projects, change requests, etc.)
- Provide the marketing department with an audit trail of all interactions on a project for tracking and process improvement
- Allow Marketing to track all stages of the project
- Allow the Marketing department to be able to measure projects in terms of:
  - Level of effort
  - Total cost
  - Time to complete
  - Progress against deadline
  - Issues impeding progress
The software will allow colleagues across the college to initiate a project request electronically—much like our IT issue tracking system. The project will then be assigned to the appropriate marketing colleague(s) and the system will track all effort expended on the project, all approvals will take place within the system, and internal clients will be able to check status on projects. The Marketing Team will be able to evaluate all of the data to improve processes and efficiencies and report back to leadership and internal clients the resources dedicated to individual projects as well as resources utilized by area. With this data we can make better decisions about how the resources are allocated.

A legal notice for a Request for Proposals (RFP) was published on August 17, 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. Five (5) vendors were directly solicited. Seventeen (17) vendors downloaded the RFP documents. A public opening and reading of the Proposal was held on September 11, 2017 at 2:00 p.m. in the College of DuPage Purchasing Department Conference Room (BIC1B03A). The following individuals were in attendance: Jacoby Radford (COD Purchasing Manager/Facilitator), John McGarry (COD Buyer/Recorder), and Phil Gieschen (COD Risk Manager/Agent of the Board). One (1) proposal was received. No women/minority owned businesses responded to the RFP.

After reviewing the proposal received and the results of the survey submitted to vendors who downloaded the RFP documents but did not respond, the evaluation team determined that the RFP documents were issued with ambiguous requirements and/or specifications that were insufficient to determine the required capabilities. The scope of services will be revisited to better define the requirements of the College.

4. **RECOMMENDATION**

That the Board of Trustees reject the proposal received for the purchase of Marketing Project ManagementSoftware.

Staff Contact: Laurie Jorgensen, Director, Marketing & Creative Services
ITEM(S) ON REQUEST

That the Board of Trustees reject the proposal received for the purchase of Marketing Project Management Software.

[Signature]
Board Chair

[Signature]
Secretary

10/19/17
Date

10-19-17
Date
RESPONDENT: ____________________

COMMUNITY COLLEGE DISTRICT NO. 502

REQUEST FOR PROPOSAL

MARKETING PROJECT MANAGEMENT SOFTWARE

RFP NUMBER: 2018-R0002

PROPOSALS DUE: Monday, September 11, 2017 at 2:00 p.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
REQUEST FOR PROPOSAL

Proposals for Marketing Project Management Software, RFP Number 2018-R0002, 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 2:00 p.m. Central Time, Monday, September 11, 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-R0002

The College of DuPage is accepting Proposals for Marketing Project Management Software. The RFP documents may be downloaded from the Purchasing Website at: 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 2:00 p.m. Central Time, Monday, September 11, 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.
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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 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 any 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 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 – 8/17/2017
   - Questions Due – 8/28/2017 by 4:00 p.m. Central Time
   - Proposals Due – 9/11/2017 at 2:00 p.m. Central Time
   - Target Board Approval Date – 10/19/2017
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. Installation costs shall be included only when indicated on page one. Installation shall include, but is not limited to, all assembly required, setting in place, and mounting all materials at various campus locations.

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. INSURANCE

When work is being performed on-site, The College of DuPage requires a Certificate of Insurance in compliance with the following:

I) Workmen’s Compensation Insurance shall be carried for all employees employed in carrying out the work contemplated under this agreement. The insurance shall comply with all State of Illinois and Federal requirements as may relate to Worker’s Compensation Insurance. Employer’s Liability Insurance shall also be provided for both bodily injury and disease that may arise out of the employment of any person involved in work under this agreement. Limits: $500,000 Each Accident $500,000 Each Disease $500,000 Policy limit on disease

II) Automobile Liability Insurance shall be carried to cover any liability arising out of the use of any automobile. This insurance shall cover owned, non-owned, leased and hired automobiles to protect claims for bodily injury or property damage which may arise from the use of motor vehicles engaged in various operations under this Contract. Combined Single Limit of $1,000,000 for both bodily injury and property damage.

III) General Liability Insurance shall include: Bodily Injury, Property Damage, Personal Injury, Explosion, Collapse and Underground Damage Liability Endorsements (commonly called X, C, and U hazards), Products and Completed Operations, Blanket Contractual and Broad Form Property Damage coverage, with: Limits: $1,000,000 Per occurrence $2,000,000 General Aggregate $1,000,000 Personal and advertising injury liability $2,000,000 Products and completed operations aggregate.

Include College of DuPage, its directors and officers, employees and agents as additional insureds on the policy. Stipulate that such insurance is primary and is not in addition to, or contributing with, any other insurance carried by, or for the benefit of College of DuPage. Waive any and all right of subrogation against College of DuPage. Contain separation of insured’s endorsement. The aggregate limit must be written per Project or per location limit

IV) Umbrella/Excess Liability Insurance shall be carried to cover any liability in excess of the limits of coverage already required and provided through the primary liability policies. Limits: $2,000,000 per occurrence.

$2,000,000 Aggregate Umbrella Excess Liability Insurance must be in excess of the Employer’s Liability Insurance, Automobile Liability Insurance, and General Liability Insurance.

V) Property Insurance shall be carried to protect all owned property brought on the premises relative to this agreement.

VI) Terms and Conditions

Prior to the commencement of the agreement, a valid/original Certificate of Insurance evidencing that all required insurance is in force, executed by an authorized representative of the insurance company, must be sent to College of DuPage, Attn: Purchasing Manager. Such Certificates shall identify the specific project/contract and location.

All Insurance companies shall be rated A VI or better by the current Best’s Rating Guide and approved by the College.
All policies of insurance must be endorsed to contain a provision giving College of DuPage a thirty-day (30) prior written notice by registered mail of any cancellation of that policy or material change in coverage.

Receipt and review by the College or the College’s Representative of any copies of insurance policies or insurance certificates shall not relieve the party to this agreement of his obligation to comply with the insurance provisions of the Agreement.

The insurance provisions of this Agreement shall not be construed as a limitation of the responsibilities and liabilities pursuant to the terms and conditions of this Agreement, including but not limited to liability for claims in excess of the insurance limits and coverage’s set forth herein.

All policies shall be written with insurance companies licensed to do business in the State of Illinois. The College reserves the right to verify any information with the carrier.

The College has the right to request a certified copy of any insurance policy. Certificates must be filed with the College at least 30 days before the scheduled date of performance. You are required to add the College to its General Liability insurance policy with the following wording: “College of DuPage, including its current and former trustees, officers, employees, volunteer workers, agents, assigns and students, is added to this policy as additional insured.

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 no later than Monday, August 28, 2017 at 4:00 p.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 OF

All Respondents must submit one (1) “ORIGINAL” copy of the completed RFP, five (5) copies of the completed RFP, and one (1) flash drive 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-R0002
College of DuPage
425 Fawell Blvd
BIC Building - Room 1540
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-R0002 - Request for Proposals (RFP) for Marketing Project Management Software
Due: Monday, September 11, 2017 at 2:00 p.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 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.

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

3.1. BACKGROUND OBJECTIVES

The purpose of this RFP is to enter into an agreement to purchase a commercial-off-the-shelf (COTS) Marketing Project Management Solution for the College of DuPage Marketing & Creative Services Department. Implementation may reside on College of DuPage servers or hosted offsite.

3.2. PROJECT SCOPE

Marketing Department ("Marketing") is looking for a software solution that can support their creative project intake, tracking, workflow, approval and delivery processes. Currently, Marketing is using a task management tool, but is looking to upgrade to a solution with more capabilities. It is expected that the chosen vendor will assist Marketing in setup, training, customization (if needed), and launch for the first projects loaded into the solution.

3.3. MARKETING OBJECTIVES

- Have access to a reliable, Project Management Solution with 99.9% uptime
- Have access to a browser and OS-independent platform that will be accessible via desktop, tablet, and smartphone
- Provide access to core users (intake, designers, writers, project managers, developers, requestors) and affiliated users (clients, administration)
- Have internal storage or connectivity to cloud storage for hosting of project assets (images, documents, mockups, etc.)
- Provide a single repository for maintaining project data on all projects
- Allow requestors to submit project requests via online form that Marketing can customize for various types of requests (e.g. new projects, change requests, etc.)
- Provide the marketing department with an audit trail of all interactions on a project for tracking and process improvement
- Allow Marketing to track all stages of the project
- Allow the Marketing department to be able to measure projects in terms of:
  - Level of effort
  - Total cost
  - Time to complete
  - Progress against deadline
  - Issues impeding progress

3.4. FUNCTIONAL REQUIREMENTS

The Project Management Solution should include:

a. Users & Roles

A function where users are assigned to groups (e.g. Design Team) and either individual users or groups are assigned to roles and/or tasks. This function should allow access levels to be extended to different users/groups.

The product should be capable of integrating with the College’s LDAP (Lightweight Directory Access Protocol), for all user logins.

Internal clients must be able to login for approvals and communication without complete access to the entire functionality of the system.

b. Project Initiation
A system of customized, web-based forms for various projects that internal clients may complete to initiate a project.

c. **Job Numbering**

A job numbering system that syncs online task management and offline asset (usually print) tracking. This system should allow for a main job/project number and associated sub-numbers. The number will preferably be able to be customized to match the current numbering system.

d. **Timeline Management**

Functionality to help manage timeline functions, such as Gantt charts (including dependencies), completion dates, status and conflict identification.

e. **Scheduling & Workforce Capacity Monitoring**

Solution should allow Project Managers and individuals to look at schedules and capacity levels for groups and individuals in order to more effectively plan projects and schedule work staff.

f. **Email Notifications**

Ability for users to opt in/out to email notifications from the service for a variety of triggers (e.g. new tasks, approaching deadlines, scheduling conflicts, etc.).

g. **Communication**

Solution should allow for in system communication with all members of a project team.

h. **Prioritization**

Ability to assign number/ranking to prioritize project in system.

i. **Calendar**

Ability to set reminders of upcoming meetings or deadline and to sync with existing external Outlook calendar. Should also provide the ability to shift work if a team member is on vacation and/or block out that team member's availability during vacation.

j. **Document Templates**

System should include templates (either out of the box or custom-generated) that provide repeatable ways for information to be entered into the system (project requests, creative briefs, etc.).

k. **Campaigns**

Solution should be able to aggregate individual projects into campaigns for the purpose of managing workflow and reporting.

l. **Online Document Markup and Approvals**

Solution should allow for online markup and/or commentary of individual project assets to be stored and shared with the project team. It should also provide an approval system for internal clients.

m. **Tagging & Categorization**

Solution should allow categorization and/or tagging function to assist in filtering, sorting, and reporting on projects in process or archive.
n. Reporting & Dashboards

Solution should deliver reports/views that are useful at various levels (portfolio, project, group, individual) and allow for customized reports to be created and stored per needs of platform users. The Solution should also allow for content to be regularly exported in ways to support business intelligence/data warehousing.

o. Archiving & Reuse

Solution should provide opportunities for previous work to be stored for future use and for oft-repeated functions to be saved and easily reused across multiple projects. Please include any storage limits in your response.

p. Mobile Solution

The proposed solution must have fully functional mobile versions of the software available.

3.5. DESCRIPTION OF WORK/DELIVERABLES

The deliverables for the Marketing Project Management Solution will include:

- A Project Plan detailing how the solution will be installed and implemented;
- Accessibility of the fully installed Marketing Project Management Solution;
- Required customizations and configurations;
- Suggested industry standard SLAs, to include SLAs for minimum system availability and SLAs for incident management support;
- Support and Escalation – points of contact for support and escalation if incidents are not resolved;
- Comprehensive plan detailing ongoing maintenance and upgrade processes and schedules;
- Training services for the Solution – train-the-trainer and end user.

3.6. PRODUCT OVERVIEW

Give a detailed overview of how your product works, it's strengths and what differentiates it in the industry.

3.7. PRICING/COST

Respondent must provide a detailed explanation of the pricing structure for the proposed solution. The pricing must include licensing fees, any discount offered for multiyear agreements, and all set up, implementation and training fees as well as any fees not listed here.

Fixed fee pricing is required for setup, implementation, training and solution launch. Travel fees to Glen Ellyn Illinois must be included if on site setup is required.

3.8. CONTRACT TERM

The initial contract term will be two (2) years from the date on which a contract is awarded by the College. In addition, the contract may provide that the College may elect to extend the contract up to 2 years to provide for ongoing Services. All renewal terms following the initial contract should be included, or indicate the initial terms would remain the same as the original contract.

END OF SECTION
4.0 PROPOSAL SUBMISSION

4.1. PROPOSAL CONTENT AND FORMAT

Provide the following in your proposal. All Respondents shall submit one (1) original of the completed RFP, five (5) copies of the completed RFP, and one flash drive containing all documents, in a sealed envelope and shall deliver them to Purchasing Manager, Attn: 2018-R0002, 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
   i. Name of company, primary contact person, address, and telephone and fax number of the firm.
   ii. 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 achieved those objectives as listed in Sections 3.1 to 3.5.

Section 3: Requirements

Respondent must provide detailed general description of the techniques, approaches and methods to be used in completing the services, including:

a. A brief history of the firm's experience with project management services as it pertains to an online model, including previous upgrade/improvement schedules;
b. Identify the person(s) in your firm who would provide the requested services to College of DuPage, and describe, qualifications, background and experience of the project director and other staff proposed to work on the project
c. Describe in detail the process your company will follow to achieve the services and objects listed in section 3.2 to 3.6.
d. Demonstrate expertise working with and training clients with moderate-to-little experience using Project Management platforms

Section 4: References

a. Provide a list of clients, preferably educational, and references who exhibit similar characteristics and use similar processes as College of DuPage Marketing. The contact person should be capable of speaking to the solution's capability in performing the services required. References will be held in the strictest of confidence:
   i. Proposal must include 3-5 references. Include contact name, company/institution/agency name, and contact phone and email.
a. The College is requesting information regarding the costs for the Services. Provide a detailed explanation of the billing structure described in Section 3.7. This should include all monthly recurring and non-recurring installation costs, Respondent is responsible for disclosing any charges or fees not described in Section 3.7 that the College would incur with the Respondent, before, during, and after the renewal/replacement/upgrade.

The College reserves the right to negotiate prices, terms, and conditions with selected Respondent.

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. Ability to meet the objectives of the Marketing Team
2. Ability to meet the functional requirements
3. User interface and ease of use
4. Pricing/Cost
5. Description of Work/Deliverables
6. Company qualifications, experience and background

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
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<tr>
<td>Respondents ability to meet the objectives of the Marketing Team</td>
<td>On File</td>
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<tr>
<td>Respondents ability to meet the Functional Requirements</td>
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<tr>
<td>User interface and ease of use</td>
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<tr>
<td>Description of Work/Deliverables</td>
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<tr>
<td>Company Qualifications, Experience and Background</td>
<td>On File</td>
</tr>
<tr>
<td>Respondents References</td>
<td>On File</td>
</tr>
</tbody>
</table>

Following the evaluation of the written Proposals, the top finalists may be requested to perform a site visit, conduct a system demonstration, and/or appear before the Evaluation Committee for an oral presentation, or to further negotiate the terms and conditions of the contract, or prepare a Recommendation of Award. If notified, the company must be prepared to present within three (3) business days from the date of e-mail notification. Specific instructions regarding the presentation will be included in the notification.

4.3. SELECTION OF AWARD

The award of the contract will be based on best-value to the College according to the evaluation criteria set forth in this document and after the Evaluation Committee submits their Recommendation of Award of the selected Respondent(s) for approval by the College of DuPage Board of Trustees. The successful Respondent(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
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
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

of our bid or offer in accordance with the requirements of the BEP Program Status and Participation

section of the solicitation for Internet Service Providers, RFP Number 2018-B0001. 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: __________________________________________

________________________________________ (Vendor) submits the following Utilization Plan as part

of our bid or offer in accordance with the requirements of the BEP Program Status and Participation

section of the solicitation for Internet Service Providers, RFP Number 2018-B0001. We understand that

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☐ 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: __________________________________________

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☐ 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 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______


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: _______________________

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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.

Owners/Principal(s)
Company Name: ______________________________ Name(s)/Title(s): ___________________________

Vendor Address: ______________________________ City, State, Zip: ____________________________
Phone Number: ______________________________ Fax Number: ______________________________
Email Address: ______________________________

Signature
Respondent/Company Official: _________________________ Date: ____________________________