

BIDDER: _____



COMMUNITY COLLEGE DISTRICT NO. 502

RFP NUMBER: 2026-R0022

SYLLABUS MANAGEMENT SYSTEM

PROPOSALS DUE: THURSDAY, JULY 23, 2026, AT 1:00 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.

**RETURN PROPOSALS TO: COLLEGE OF DUPAGE PROCUREMENT SERVICES
INSTITUTIONAL RESOURCE CENTER (IRC), ROOM 1001
425 FAWELL BLVD.
GLEN ELLYN, ILLINOIS 60137
ATTENTION: RFP NO. 2026-R0022**

Issue Date:	June 23, 2026
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ISSUED BY THE COLLEGE OF DUPAGE PROCUREMENT SERVICES

Procurement Services
425 Fawell Boulevard
Glen Ellyn, Illinois 60137-6599
<http://www.cod.edu>
PHONE (630) 942-2217

June 23, 2026

INVITATION FOR RFP

Sealed proposals for a **Syllabus Management System**, will be received between the hours of 8:00 a.m. to 5:00 p.m. Central Time by the College of DuPage, District 502, at the Office of the Procurement Manager, Institutional Resource Center (IRC) Building, Room 1001, 425 Fawell Blvd., Glen Ellyn, IL 60137, until **Thursday, July 23, 2026, at 1:00 p.m. Central Time**, at which time they will be publicly opened. In the event of College closure due to circumstance outside of the College's control, the RFP deadline will be extended to the next business day at the same time.

Any proposal received after the date and time stated above will be returned unopened. College of DuPage shall not be responsible for bids that are not received at the specific office location indicated above by the stated deadline. Failure by a delivery service company or person to meet the deadline will not excuse the respondent from the deadline requirement. It is solely the vendor's responsibility to ensure that adequate time is allowed for timely and accurate delivery.

Prices offered shall be F.O.B. Destination, College of DuPage, 425 Fawell Blvd., Glen Ellyn, IL 60137. Prices must be firm. No proposals will be accepted on the basis of a price prevailing at the time of shipment.

The award(s) of the contract will be made to the highest scoring proposer whose proposal complies with all the requirements prescribed. Brand or trade names in bid specifications are used for identification purposes only.

Respondents may download the RFP in addition to any future addenda from the College's Procurement website at the following URL address: <http://cod.edu/about/purchasing/requests/index.aspx>

No proposal shall be withdrawn for a period of ninety (90) days after the RFP opening date without the consent of the College.

LEGAL NOTICE

RFP NOTICE

No. 2026-R0022

The College of DuPage is accepting sealed proposals for a **Syllabus Management System**. The RFP documents and Zoom meeting instructions may be downloaded from the Procurement Website at www.cod.edu/about/purchasing/requests by clicking on the link for this bid and following the instructions.

Proposals will be received between the hours of 8:00 a.m. to 5:00 p.m. Central Time to the College of DuPage Procurement Services in the Institutional Resource Center (IRC) Building, Room 1001, 425 Fawell Blvd., Glen Ellyn, IL 60137 up to and no later than **Thursday, July 23, 2026, at 1:00 p.m. Central Time**, at which time they will publicly opened.

A Pre-Proposal Conference is scheduled via Zoom for **Tuesday, June 30, 2026, at 1:00 p.m. Central Time**. The Pre-Proposal Conference is not mandatory, but highly recommended.

The College of DuPage is committed to the economic development of disadvantaged business enterprises; qualified Minority, Women, and Persons with Disabilities Owned Businesses are highly encouraged to participate.

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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ATTACHMENT A – CAMPUS MAP
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RFP SUBMISSION CHECKLIST

Things to Remember When Submitting a Response to a Request for Proposal for 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 Procurement Services Office Buyer at purchasing@cod.edu is the single point of contact for this Request for Proposal and is the only person 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 Procurement Services by the date in the RFP and view the answers given in the formal addenda issued for the RFP. All addenda issued for an RFP will be emailed to each company that downloaded the bid documents and will include all questions asked and answered concerning the Invitation to Bid. Please ensure when downloading the bid documents, you use a valid email address.
4. **Do not alter, add to, or delete and part of the Bid documents without prior approval.** Please refer to the section titled *Exceptions* for instruction on how to request a deviation to the original Invitation to RFP.
5. **Ensure all Addenda are signed.** Before submitting your response, check the College Procurement website at <http://www.cod.edu/about/purchasing/requests/index.aspx> to see whether any addenda were issued for this RFP request. If so, you must submit a signed copy of the addenda along with your response.
6. **Review and read the bid document again to make sure you have addressed all requirements.**
*Proposals will not be accepted if Sections 4, 5, 6, 7, and 8 are not completed. (*Please note there are two (2) signature lines in Section 8 that must be signed.*)
*If your company is a Certified Women-Owned, Minority-owned, or Persons with Disability-owned business, please include a copy of any and all certifications.
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. It is the sole responsibility of the Respondent to ensure that adequate time is allowed for timely and accurate submission and that the Bid is received as required.**
8. **Important dates to know:**
 - RFP Publication Date – Tuesday, June 23, 2026
 - Pre-Proposal Meeting – Tuesday, June 30, 2026, at 1:00 p.m. Central Time
 - Questions Due – Wednesday, July 1, 2026, by 12:00 p.m. Central Time
 - Proposals Due – Thursday, July 23, 2026, at 1:00 p.m. Central Time
 - Target Board Approval Date – Thursday, August 27, 2026

1.0 GENERAL INFORMATION

1.1 DEFINITIONS

- A. **VENDOR** shall mean the individual or business entity submitting a Bid to supply any or all of the services or goods required by the Bid Documents.
- B. **RFP** shall mean the Bid Documents as completed by the Bidder which constitutes the Bidder's offer.
- C. **CONTRACT** shall mean the agreement between the College and Contractor as set forth in the Bid Documents and as awarded by the College of DuPage Board of Trustees.
- D. **RFP DOCUMENTS** shall mean collectively the Instructions to Bidders, General Conditions, Special Conditions, Specifications, Attachments, and Addenda, if any, Bid, Site Inspection Certificate, Contractor Certifications and Forms for Minority Participation. The above documents shall be considered as one integrated document setting forth the obligations of the parties.
- E. **CONTRACTOR** shall mean the individual or business entity submitting a Bid and to whom the College of DuPage Board of Trustees awards the Contract.
- F. **COLLEGE** shall mean the College of DuPage, Community College District No. 502, a body politic and corporate of the State of Illinois.
- G. **DIRECTOR** shall mean the person or persons authorized by the College to act in connection with this Contract. Such authorization shall not include any power to change the scope of the Contract or to obligate the College to pay additional sums beyond the amount of the Contract awarded by the College of DuPage Board of Trustees.
- H. **PROCUREMENT MANAGER** shall mean the Procurement Manager of the College of DuPage.
- I. **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 Bid Documents.

1.2 PROPOSALS TO CONFORM TO REQUIREMENTS OF LEGAL ADVERTISING

The College will not entertain or consider any RFP responses: (i) received after the exact time specified in the legal advertisements; (ii) not accompanied by the required bid deposit/bond, if required; or (iii) in any other way failing to comply fully with the conditions stated in the legal advertisement.

1.3 COMPLIANCE

Submissions under this Request for Proposal shall be for items at least equal to or better than the quality and performance characteristics stated herein. The burden of proof that product and services meet specifications shall be documented by the bidder and be provided as part of the submitted bid. Failure to provide complete documentation of the product compliance with specifications required may result in bid rejection.

1.4 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS

This Contract is a competitively bid public contract of the College of DuPage subject to laws and ordinances governing public contracts. The Bidder 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 Bid or the performance of the Contract. If the Bidder observes that any of the Bid Documents are at variance therewith, it shall promptly notify the Procurement Manager in writing and necessary changes shall be effected by appropriate modification.

1.5 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 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.

1.6 PROPOSAL MODIFICATIONS

Unless indicated, it is understood that bids are in strict accordance with specification requirements. Bids shall be deemed final, conclusive, and irrevocable. No bid shall be subject to correction or amendment for any error or miscalculation. Bid 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.

1.7 PRICES FIRM

All prices quoted in the proposal shall be firm and will not be subject to increase during the term of the Contract awarded to the Contractor, except as otherwise provided in the RFP Documents.

1.8 AWARD OF CONTRACT

The award of the contract will be made within ninety (90) calendar days after the opening of bids to the lowest responsible and qualified bidder whose bid complies with all the requirements prescribed. The successful bidder will be notified by electronic mail that their bid has been accepted and that they have been awarded the contract. Notification will also be posted on the College's Procurement website at <http://www.cod.edu/about/purchasing/>. Failure to execute performance as per accepted bid 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 bids, a bidder may file a written request with the Procurement Manager for the withdrawal of their bid and the Procurement Manager will permit such withdrawal.

The bid security (if required) of all except the three (3) low bidders will be returned promptly after the bids have been checked, tabulated, and the relation of the bids established. Bid security of the three (3) lowest bidders, if required in legal notice, will be returned as soon as the contract and the bond of the successful bidder have been promptly executed and approved. If contracts cannot be awarded promptly, the College may permit the three (3) lowest bidders to substitute bid bonds for bank cashier's checks, bank drafts or certified checks submitted with their bids. Bid bonds executed by corporate surety companies shall be satisfactory to the Owner, but such substitution shall not be made until a period of fifteen (15) days has elapsed after the date of opening of bids and bond forms furnished by the College shall be used.

1.9 CONSIDERATION OF PROPOSALS

The College reserves the right to reject or accept any or all Bid responses, to extend the bidding period, to waive technicalities in the documents and/or to direct that the solicitation be abandoned or rebid prior to award of the Contract.

1.10 COMPETENCY OF BIDDER

No Bid will be accepted from, or Contract awarded to a Bidder 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.

1.11 VENDOR WARRANTIES

The submission of a Bid shall constitute a warranty that: (i) Bidder has carefully and thoroughly reviewed the Bid Documents and has found them complete and free from ambiguities and sufficient to describe the Contract work; (ii) Bidder and all workers 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 Bid Documents; and (iii) neither the Bidder 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 Bid.

1.12 PAYMENT TERMS

All invoices must be provided to the College for services rendered directly to the College. Undisputed invoices will be paid to the contractor within sixty (60) days of receipt of properly submitted invoices, in accordance with the Local Government Prompt Payment Act.

1.13 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 bidders. 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 delay payment.

1.14 CASH BILLING DISCOUNTS

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

1.15 LOCAL BUSINESS PREFERENCE

When two (2) or more responsible bidders submit the same low bid, the contract award will be determined by drawing lots in a public meeting unless one vendor is a local bidder within the District boundaries and one is a non-local vendor, in which event the local vendor will be awarded the contract.

1.16 EQUAL EMPLOYMENT OPPORTUNITY

In the hiring of employees for the performance of work under the 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.

1.17 TAX EXEMPTION

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

1.18 HOLD HARMLESS CLAUSE

Contractor shall indemnify, hold harmless and defend the College of DuPage, its officers, trustees, 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.

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

1.19 CONTRACTORS LIABILITY INSURANCE

The Contractor shall not commence work under this contract until all insurance required herein is obtained and approved by the College. 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. Workers' 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

Commercial General Liability 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 | |

Automobile Liability

Owned, Non-owned, or Rented	\$1,000,000 / \$2,000,000
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Workers' Compensation and Employers' Liability	As Required by Applicable Laws
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Professional Liability	If Performance Specifications are required by the Contract
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1.20 PREVAILING WAGE ACT

When applicable, and as a condition of receiving payment, Contractor must pay its employees prevailing wages in the locality in which the work is to be performed as establish for Public Works (construction and maintenance of a public work) prevailing wage and other requirements under Contract for Public Workers 820 ILCS 130/4. When required by the College Contractor shall provide a copy of the certified payroll on request. Contractor is responsible for contacting the Illinois Department of Labor to ensure understanding of prevailing wage requirements.

The prevailing rates of wages are determined by the Illinois Department of Labor and are available on the Department's official website: <https://www2.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx> The College of DuPage has adopted the resolution regarding the prevailing wage rates for DuPage County in accordance with Illinois Prevailing Wage Act and are available the College's website: http://www.cod.edu/about/purchasing/illinois_prevailing_wage_act.aspx .

1.21 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.

END OF SECTION

2.0 INSTRUCTIONS TO VENDORS

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 bid documents.

To obtain official documents, please visit: <https://www.cod.edu/about/purchasing/requests/index.aspx> . Click on the link for this solicitation 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 bidders to obtain digital copies of bid documents. It is the responsibility of each prospective bidder to verify the completeness of their printed bid documents before submitting a bid and accompanying executed addenda acknowledgement, and other required forms.

2.2 BLACKOUT PERIOD

Under no circumstances are respondents to contact or discuss this RFP, or any of the information contained herein or about this solicitation 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 Request for Proposal or this solicitation without the direct knowledge and authorization in writing in advance from the Procurement Manager or Buyer. Violation of these provisions may subject the respondent to immediate disqualification.

2.3 PRE-PROPOSAL MEETING

A. The College will hold a Non-Mandatory Zoom Pre-Proposal Meeting on **Tuesday, June 30, 2026, at 1:00 p.m. Central Time**. All parties interested in responding to the RFP are urged to attend the Zoom meeting. The College will clarify the objectives of the RFP and answer questions during the Pre-Proposal Meeting.

B. Zoom Invite Meeting Information for the Pre-Proposal meeting.

Topic: Pre-Proposal Meeting for 2026-R0022 - Syllabus Management System
Time: – Tuesday, June 30, 2026, at 1:00 p.m. Central Time (US and Canada)

Join Zoom Meeting: <https://cod.zoom.us/j/9664432149>
Meeting ID: 966 443 2149

One tap mobile
+13126266799,,9664432149# US (Chicago)
+16465588656,,9664432149# US (New York)
Dial by your location
+1 312 626 6799 US (Chicago)
+1 301 715 8592 US (Washington DC)
+1 646 558 8656 US (New York)
+1 253 215 8782 US (Tacoma)
+1 346 248 7799 US (Houston)
+1 669 900 6833 US (San Jose)

Meeting ID: 966 443 2149
Find your local number: <https://cod.zoom.us/u/kckqVBnmFb>

2.4 REQUESTS FOR INFORMATION/CLARIFICATION

If any firm submitting a proposal for this solicitation is in doubt as to the true meaning of the specifications or other documents or any part thereof, bidder shall request clarification from the Procurement Services. Questions must be submitted in writing and be directed via email to the Procurement Services at purchasing@cod.edu no later than **Wednesday, July 1, 2026, by 12:00 p.m. Central Time**. Questions for which answers are provided will be communicated to all registered recipients of bid documents via addendum. All issued addenda must be signed and returned to the College as per the instructions in the addenda or proposal will not be accepted.

2.5 PROPOSAL DEADLINE AND SUBMISSION

To be assured of consideration, Proposals must be received Monday through Thursday, between the hours of 8:00 a.m. to 5:00 p.m. Central Time by the College of DuPage Procurement Services in the Institutional Resource Center (IRC) Building, Room 1001, 425 Fawell Blvd., Glen Ellyn, IL 60137, no later than Thursday, July 23, 2026, at 1:00 p.m. Central Time. See Attachment A for the location of the Institutional Resource Center (IRC) Building. Please note: The College is closed on Fridays during the summer.

Late bids will not be considered. Failure by a delivery service company or person to meet the deadline will not excuse the Bidder from the deadline requirement. It is solely the Bidder's responsibility to ensure that adequate time is allowed for timely, accurate delivery and that the Proposal is received as required.

All Bidders shall submit one (1) sealed original copy, and one (1) flash drive containing all completed documents of the Proposal.

Proposals must be in a sealed envelope and delivered to:

College of DuPage Procurement Services
Institutional Resource Center (IRC) Building, Room 1001
425 Fawell Blvd.
Glen Ellyn, Illinois 60137
Attention: RFP No. 2026-R0022

Proposals must be received by the date and hour of the RFP Opening as shown in the legal advertisement. The sealed envelope submitted by the Bidder shall carry the following information on the face of the envelope: Bidder's name, address, RFP Notice Number, advertised date of RFP Opening and the hour designated for Proposal Opening as shown in the legal advertisement. Unless otherwise stated, all blank spaces on the proposal forms shall be fully completed. Bidder bears all responsibility for error or omissions in the submission of the Bid.

2.6 EXCEPTIONS

If any Respondent intends to take any deviations or exceptions from the specifications or other bid documents, Respondent shall submit to the Procurement Manager a written request for a deviation or exception at least 10 business days prior to the date and time of advertised bid opening date. If the Procurement Manager considers such deviation or exception acceptable, the Procurement Manager 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 Procurement Manager/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 bid documents. Respondent shall acknowledge receipt of each Addendum issued in the space provided on the bid form or via a signed addendum. Failure to acknowledge receipt of addenda may result in disqualification of the bid. All written requests for deviations or exceptions shall be sent to purchasing@cod.edu.

2.7 ERROR IN PROPOSAL

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

2.8 WITHDRAWAL OF PROPOSALS

Vendors may withdraw their proposals at any time prior to the time specified in the legal advertisement as the date and hour set for the RFP Opening. However, no vendor shall withdraw, cancel or modify its proposal response for a period of ninety (90) calendar days after said advertised RFP Opening. Requests for withdrawal must be made in writing on the Bidder's letterhead to the College's Procurement Services. Bidders must make their own arrangements for the return of their Bid.

2.9 NOTICES

All communications and notices between the College and Bidders regarding the RFP Documents shall be in writing via email. Notices to the Bidders shall be addressed to the email address provided by the Bidders; notices to the Procurement Manager shall be addressed to Procurement Services Department via-email at purchasing@cod.edu.

2.10 BID DEPOSIT

When required in the legal advertisement, the Bid shall be accompanied by cashier's check, certified check or surety bond in the amount shown in the legal advertisement or as may be prescribed in these Bid Documents. A certified or cashier's check shall be drawn on a responsible bank doing business in the United States and shall be made payable to the order of the College of DuPage. The Surety issuing the bond must have a general rating of "A", and shall be a Class V or higher in the financial size category as defined by Best's Key Rating Guide - Property and Casualty. Failure to submit the bid deposit shall constitute an informal Bid and such Bid shall be rejected.

The Bidder hereby agrees that the bid deposit shall be forfeited to the College as liquidated damages and not as penalty in the event Bidder fails to comply with the terms of this invitation to bid, or otherwise fails or refuses to honor the Bid upon award of the Contract by the College.

The bid deposit of all bidders will be returned, with the exception of the winning Contractor, after the College has awarded the Contract. The bid deposit of the Contractor will be returned after the Contract has been awarded and the Contractor has submitted all insurance documentation and the Performance and Payment Bond, as required by the Bid Documents.

This solicitation does not require a bid deposit.

2.7 PERFORMANCE AND PAYMENT BOND

The successful Bidder shall furnish a Performance and Payment Bond in the full amount of the Contract on the College Bid Form. The Surety issuing the Performance and Payment Bond must have a general rating of "A" and shall be a Class V or higher in the financial size category as defined by Best's Key Rating Guide-Property and Casualty.

In the event that the Bidder fails to furnish the Performance and Payment Bond within fourteen (14) calendar days after service of the Notice of Award, the College may elect to retain Bidder's bid deposit as liquidated damages and not as a penalty and the Contract may be terminated. The parties agree that the sum of the bid deposit is a fair estimate of the amount of damages that the College will sustain due to the Bidder's failure to furnish the Performance and Payment Bond and the termination of the Contract.

***A Performance and Payment Bond is required for this project.**

END OF SECTION

3.0 RFP SPECIFICATIONS FOR A SYLLABUS MANAGEMENT SYSTEM

3.1 Introduction

The College of DuPage is soliciting proposals from qualified and experienced vendors to provide a cloud-hosted Syllabus Management System that supports the creation, governance, publication, archival, reporting, and accreditation-related management of course syllabi.

The College seeks a solution that standardizes syllabus development through template driven authoring, integrates with Blackboard Learn Ultra, synchronizes approved curriculum information from CourseLeaf Curriculum (CIM) and/or institutional systems, and provides reporting capabilities that support compliance, accreditation, and institutional effectiveness initiatives.

The selected vendor shall provide software, implementation services, integration services, training, support, and ongoing maintenance.

3.2 Institutional Background

The College of DuPage serves a diverse academic community and maintains a large inventory of course offerings across multiple divisions and departments. Current syllabus management processes are decentralized and rely on manual publication and archival practices.

The College seeks to establish a centralized system that:

- Improves consistency and compliance across all syllabi.
- Reduces duplicate data entry through curriculum system integrations.
- Streamlines faculty and administrative workflows.
- Supports accreditation evidence collection and retrieval.
- Provides centralized governance, publication, archival, and reporting capabilities.

3.3 Project Goals

The proposed solution should achieve the following objectives:

Standardization and Compliance

- Increase consistency through template driven authoring.
- Centralize syllabus storage and version management.
- Improve compliance with institutional policies and academic requirements.

Blackboard Learn Ultra Integration

- Automate syllabus publication within Blackboard Learn Ultra course shells.
- Minimize manual publishing and maintenance activities.

Curriculum Data Integration

- Import governed curriculum data from CourseLeaf Curriculum (CIM) and/or Student Information Systems (SIS).
- Eliminate duplicate entry of approved curriculum information.

Accreditation Support

- Support collection, retrieval, and reporting of evidence aligned with Higher Learning Commission (HLC) accreditation requirements.
- Facilitate accreditation reporting and institutional effectiveness initiatives.

3.4 Scope of work

The selected vendor shall provide a fully hosted Software as a Service (SaaS) solution and all associated implementation, integration, training, support, and maintenance services.

Functional Requirements

Template Driven Authoring

The solution shall provide:

- Configurable syllabus templates.
- Governed content regions at:
 - Institution level
 - Division level
 - Department level
 - Course level
- Automatic population of:
 - Institutional policies
 - Student support resources
 - Learning outcomes
 - Standardized content blocks

Governance and Workflow

The solution shall support:

- Role-based permissions and editing controls.
- Draft, review, and approval workflows.
- Routing and approval processes.
- Audit trails.
- Version history.
- Change tracking.

Repository and Search

The solution shall provide:

- Centralized syllabus repository
- Search capabilities by:

- Academic term
- Department
- Course code
- Instructor
- Keywords
- Automatic archival
- Historical retrieval
- Web publication capabilities
- Tagged PDF generation

Publishing

The solution shall:

- Publish syllabi to Blackboard Learn Ultra course shells
- Support configurable publication workflows
- Support role-based access and sharing
- Provide student access through Blackboard Learn Ultra and institutionally approved publication methods.

Reporting and Analytics

The solution shall provide reports for:

- Completion status
- Missing content elements
- Approval status
- Accreditation documentation
- Exportable reporting datasets

Notifications

The solution shall support:

- Draft reminders
- Approval notifications
- Update notifications
- Escalation reminders

Branding and Localization

The solution shall support:

- Institutional branding
- Custom themes
- Localization and language support

3.5 Integration Requirements

Blackboard Learn Ultra

The vendor shall provide integration with Blackboard Learn Ultra using REST APIs and/or LTI 1.3.

The proposal shall describe:

- Integration architecture
- Authentication methods
- OAuth 2.0 implementation
- Least-privilege access model
- Course shell publishing process
- Tool placements
- Course copy behavior
- Section merge handling
- Error handling and monitoring
- Synchronization frequency

CourseLeaf Curriculum (CIM)

The solution shall support synchronization of authoritative curriculum data including:

- Course identifiers
- Course titles
- Course descriptions
- Credit hours
- Contact hours
- Requisites
- Course attributes
- Approved learning outcomes

Vendors shall describe:

- Integration methodology
- APIs utilized
- XML feeds
- Flat-file imports
- SIS integration options
- Data mappings
- Refresh schedules
- Exception handling procedures

Single Sign-On and Identity Management

The solution shall support:

- SAML 2.0
- OpenID Connect (OIDC)
- Role-based access controls
- Integration with institutional identity providers

Outputs

The solution shall produce:

- Accessible HTML outputs
- Tagged PDF outputs
- Version-controlled artifacts
- Exportable archives

3.6 Accessibility Requirements

The proposed solution shall comply with:

- Illinois Information Technology Accessibility Act (IITAA)
- WCAG 2.1 Level AA

Vendors shall provide:

- Current VPAT®/Accessibility Conformance Report (ACR)
- Accessibility roadmap (if applicable)
- Accessibility testing methodology

Accessibility requirements apply to:

- Administrative interfaces
- Faculty interfaces
- Student-facing experiences
- Blackboard Learn Ultra placements
- Generated document outputs

3.7 Privacy, Security, and Compliance Requirements

FERPA COMPLIANCE

Vendor shall:

- Act as a school official with legitimate educational interests.
- Use data solely to fulfill contractual obligations.
- Prohibit targeted advertising using institutional data.
- Return or securely destroy data upon contract termination.

ILLINOIS PERSONAL INFORMATION PROTECTION ACT

Vendor shall comply with:

- Illinois Personal Information Protection Act (815 ILCS 530)

Vendor shall provide breach notification procedures including:

- Notification timelines
- Escalation procedures
- Coordination with affected parties
- Illinois Attorney General notification requirements

SECURITY REQUIREMENTS

Vendor shall provide:

- SOC 2 Type II report or equivalent
- Encryption in transit
- Encryption at rest
- Multi-factor authentication for administrators
- Vulnerability management program
- Security monitoring
- Logging and retention controls

DATA OWNERSHIP AND RESIDENCY

Vendor shall:

- Acknowledge Institution ownership of all data.
- Disclose all subcontractors.
- Provide complete data export capabilities.
- Describe data residency and hosting locations.

BUSINESS CONTINUITY AND DISASTER RECOVERY

Vendor shall provide:

- Recovery Point Objective (RPO)
- Recovery Time Objective (RTO)
- Backup procedures
- Disaster recovery testing practices
- Incident response processes

3.8 Implementation and Professional Services

Project Management

Vendor shall provide:

- Dedicated project manager
- Project plan
- Milestones
- Risk management plan
- Status reporting process

Blackboard Learn Ultra Enablement

Services shall include:

- Administrative registration
- Environment configuration
- Tool placement setup
- Testing support
- Production deployment

CourseLeaf Data Mapping Workshop

Vendor shall facilitate:

- Data mapping workshops
- Field-level mapping documentation
- Refresh frequency design
- Data flow diagrams
- Exception handling specifications

Migration Services

Vendor shall describe:

- Migration methodology
- Metadata mapping
- Validation procedures
- Legacy syllabus import process

Training and Change Management

Vendor shall provide:

- Administrator training
- Faculty training
- Live sessions
- Recorded sessions
- Documentation
- Quick-start guides

Support and Service Levels

Vendor shall provide:

- Help desk support
- Escalation procedures
- Availability commitments
- Maintenance schedules
- Response and resolution SLAs

Performance Requirements

The solution shall provide:

- Minimum 99.9% monthly uptime
- Scalable architecture
- Performance monitoring
- Page load performance metrics

3.9 Contract Term and Cost Proposal

It is the intent of the College to contract for an initial three (3) year term, with two (2) one-year renewal options based on performance and mutual agreement. Additional years are subject to the satisfactory negotiation of terms, between the College and the selected vendor

Your cost proposal must be all inclusive and include the following:

- Software licensing/subscription costs for the first three years of the contract and the optional two years.
- All hosting costs for the website for the above periods of time.
- All implementation costs associated with the new services.
- All integration costs associated with the new services.
- All migration costs associated with the new services.
- A support costs including maintenance, upgrades, customer support
- Any other fees vendor requires but are not specifically included above.

3.10 Selection Criteria

Based on a consensus scoring method among the Evaluation Committee members, the proposals will be ranked highest to lowest with a total maximum score of 100.

Selection Criteria	Weight
Functional, Technical, Compliance, and Accreditation Capabilities	45%
Implementation, Support, and Reliability	15%
Vendor Qualifications and References	10%
Cost Proposal	25%
Business Enterprise Program (BEP)	5%

3.11 Interview and Presentations

Selected proposers may be required to make a presentation/demonstration of their proposal and offer clarification of their price proposal. Only those proposers selected by College of DuPage will be invited to present.

END OF SECTION

4.0 PROPOSAL SUBMISSION AND EVALUATION

4.1. PROPOSAL CONTENT AND FORMAT

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

Tab 1: Transmittal Letter and Required Forms

- a) Transmittal Letter - signed by an individual authorized to legally bind the Respondent. The cover letter should contain the name of the firm, address, and contact information for individual(s) authorized to answer technical, price, and contract questions. Contact information should include telephone number, fax number, mailing address, and email address. The cover letter must be signed by a person or persons authorized to bind the proposer(s). The cover letter must indicate whether any exceptions to specifications have been taken and reference the location in the proposal where these exceptions are detailed.
- b) Section 6.0 - Certifications Page
- 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)

Tab 2: Vendor Qualifications and References

- a) Vendor Background/Qualifications
 - I. Legal Name of Firm and Full Address
 - II. Website address
 - III. Telephone Number
 - IV. Primary Contact Person, Email, and Phone
 - V. Total Number of Employees
- b) Company Experience
 - I. Number of years providing syllabus management solutions.
 - II. Number of higher education clients currently using the proposed solution.
 - III. Number of community college clients currently using the proposed solution.
 - IV. Description of experience integrating with Blackboard Learn Ultra.
 - V. Description of experience integrating with CourseLeaf Curriculum (CIM) and/or Student Information Systems.
 - VI. Description of experience supporting accreditation, assessment, compliance, or curriculum management initiatives.

c) References

- I. Provide at least three (3) references for similar training engagements, preferably from community colleges or other higher education institutions.

Each reference should include:

- Client name, address, city, and state
- Primary contact person, title, email address, and phone number
- Description of services provided and project scope
- Years as client and current engagement status

TABS 3 THROUGH 6 collectively comprise the Functional, Technical, Compliance, and Accreditation Capabilities evaluation category identified in Section 3.10 and account for 45% of the total evaluation score. Vendors should provide detailed responses demonstrating how the proposed solution satisfies the requirements contained in Sections 3.4 through 3.8 of this RFP.

Tab 3: Integrations and Data Management

Provide a comprehensive description of integration architecture, data exchange methods, and system interoperability.

a) Blackboard Learn Ultra Integration

- i. Describe the integration architecture
- ii. Describe REST API and/or LTI 1.3 utilization.
- iii. Describe authentication and authorization methods.
- iv. Explain OAuth 2.0 implementation and least privilege access model.
- v. Demonstrate the process of creating a syllabus from a template and publishing it to a Blackboard Learn Ultra course shell.
- vi. Describe student access and viewing experience.
- vii. Explain course copy behavior.
- viii. Explain section merge handling.
- ix. Describe synchronization frequency and schedules.
- x. Describe error handling, logging, monitoring, and administrative troubleshooting tools.

b) CourseLeaf Curriculum (CIM) Integration

- i. Describe the integration methodology.
- ii. Identify APIs, XML feeds, flat file imports, or other mechanisms utilized.

- iii. Describe synchronization of:
 - Course identifiers
 - Course titles
 - Course descriptions
 - Credit hours
 - Contact hours
 - Requisites
 - Course attributes
 - Approved learning outcomes
- iv. Describe field level mapping capabilities.
- v. Explain refresh schedules and synchronization frequency.
- vi. Describe exception handling and discrepancy resolution procedures.
- vii. Explain how CourseLeaf remains the authoritative system of record.

c) Single Sign On and Identity Management

- i. Describe support for SAML 2.0
- ii. Describe support for OpenID Connect (OIDC).
- iii. Describe role-based access controls.
- iv. Describe integration with institutional identity providers

d) Outputs and Data Management

- i. Describe accessible HTML output capabilities.
- ii. Describe tagged PDF generation capabilities.
- iii. Describe export and archival capabilities.
- iv. Describe version-controlled artifacts and records retention functionality.

Tab 4: Functional Capabilities and Governance

Vendor shall provide a detailed response describing how the proposed solution satisfies the functional requirements identified in Section 3.4.

a) Template Driven Authoring:

- i. Describe the syllabus authoring experience.
- ii. Describe configurable syllabus templates and template management.
- iii. Describe governed content regions at the institution, division, department, and course levels.
- iv. Explain how institutional policies, student resources, learning outcomes, and standardized content are automatically populated.

b) Governance and Workflow

- i. Describe role-based permissions and editing controls.
- ii. Describe draft, review, approval, and publishing workflows.
- iii. Explain routing and approval processes.
- iv. Describe audit trails and change tracking capabilities.
- v. Explain version history and rollback capabilities.
- vi. Describe notification and reminder functionality.

Tab 5: Repository, Reporting, and Accreditation Support

a) Repository and Search.

- i. Describe the centralized syllabus repository.
- ii. Describe search capabilities including:
 - Academic term
 - Department
 - Course code
 - Instructor
 - Keywords
- iii. Describe archival and retention capabilities.
- iv. Describe historical retrieval functionality.

b) Reporting and Analytics

- i. Describe completion status reporting.
- ii. Describe missing content reporting.
- iii. Describe approval status reporting.
- iv. Describe exportable reporting datasets.
- v. Describe dashboard and analytics capabilities.

c) Accreditation Support.

- i. Describe support for Higher Learning Commission (HLC) accreditation activities.
- ii. Describe evidence collection and retrieval capabilities.
- iii. Describe accreditation reporting functionality.
- iv. Describe accreditation packet creation and export capabilities.

Tab 6: Accessibility, Security, and Compliance:

a) Accessibility:

- i. Describe compliance with WCAG 2.1 Level AA.
- ii. Describe compliance with the Illinois Information Technology Accessibility Act (IITAA).
- iii. Provide a current VPAT®/Accessibility Conformance Report (ACR).
- iv. Describe accessibility testing methodologies.
- v. Demonstrate keyboard navigation functionality.
- vi. Demonstrate screen reader compatibility.
- vii. Describe accessibility of generated HTML and tagged PDF outputs.

b) Security and Privacy

- i. Describe FERPA compliance practices.
- ii. Describe compliance with the Illinois Personal Information Protection Act.
- iii. Provide a current SOC 2 Type II report or equivalent certification.
- iv. Describe encryption in transit and at rest.
- v. Describe multi-factor authentication capabilities.
- vi. Describe logging, monitoring, and vulnerability management programs.
- vii. Describe incident response and breach notification procedures.

c) Data Ownership and Business Continuity:

- i. Acknowledge institutional ownership of all data.
- ii. Describe data export capabilities.
- iii. Identify hosting locations and data residency.
- iv. Identify all subcontractors.
- v. Provide Recovery Point Objective (RPO).
- vi. Provide Recovery Time Objective (RTO).
- vii. Describe backup and disaster recovery practices.

Tab 7: Implementation, Support, and Reliability:

a) Key Personnel

- I. Identify the proposed Project Manager and describe their qualifications and experience implementing syllabus management or similar higher education software solutions.
- II. Identify key implementation, integration, migration, training, and support personnel assigned to the project.
- III. Provide resumes or summaries of relevant experience for key personnel.
- IV. Describe the roles and responsibilities of each proposed team member.
- V. Describe procedures for replacing key personnel during the contract term.

b) Implementation Services:

- i. Provide a detailed implementation plan and timeline.
- ii. Describe project governance and communication processes.
- iii. Identify project milestones and deliverables.
- iv. Describe risk management procedures.

c) Migration Services:

- i. Describe migration methodology.
- ii. Describe metadata mapping processes.
- iii. Describe validation and quality assurance procedures.
- iv. Describe legacy syllabus import capabilities.

d) Training and Change Management:

- i. Describe administrator training.
- ii. Describe faculty training.
- iii. Describe live and recorded training options.
- iv. Describe documentation and quick-start resources.

e) Support Services:

- i. Describe help desk support.
- ii. Describe escalation procedures.
- iii. Provide response and resolution SLAs.
- iv. Describe customer success resources.

f) Performance and reliability:

- i. Describe uptime commitments.
- ii. Describe system performance monitoring.
- iii. Describe scalability capabilities.
- iv. Provide page load and response time metrics.
- v. Describe monitoring dashboards available to administrators.

Tab 8: Cost Proposal:

Provide a detailed cost proposal that includes all costs associated with the proposed solution.

a) Software and Subscription Costs:

- i. Annual subscription and licensing costs for the initial three (3) year contract term
- ii. Annual subscription and licensing costs for each of the two (2) optional renewal years.

b) Implementation and Integration Costs:

- i. Implementation services.
- ii. Blackboard Learn Ultra integration services.
- iii. CourseLeaf Curriculum (CIM) integration services.
- iv. SSO integration services.

c) Migration Costs

- i. Data migration services
- ii. Legacy Syllabus conversion services

d) Training and Support Costs:

- i. Training services.
- ii. Ongoing support and maintenance.
- iii. Upgrade and enhancement costs.

e) Additional Costs:

- i. Any optional services.
- ii. Any one-time fees.
- iii. Any recurring fees not otherwise identified.

The College reserves the right to evaluate proposals based on total cost of ownership over the five (5) year potential contract term.

Tab 9: Business Enterprise Program

a) Section 5.0 – BEP Utilization Plan.

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 30% to include businesses owned and controlled by minorities, females and persons with disabilities in the procurement and contracting/subcontracting processes.

b) Commitment to diversity considerations may include:

- i. Business Enterprise Program (BEP) certification or utilization that meets or exceeds the college’s 30% goal.
- ii. Assistance to BEP firms in obtaining lines of credit, insurance, equipment, supplies, or related services.
- iii. Percentage of prior year revenues for projects that incorporate the involvement of BEP firms.
- iv. Existence of a written supplier diversity plan or training/mentoring program for BEP firms.
- v. Percentage of members serving the firm’s governing board, senior executive, and managers who are women, minorities, or persons with a disability.

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. During the evaluation process, proposers may be requested to provide additional information and/or clarify contents of their proposal.

All proposals will be reviewed to determine if they contain all the required submittals specified in this RFP. Those not submitting all required information in the prescribed format may be rejected.

The Committee will review all responsive and responsible proposals based upon the criteria detailed herein. 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, not necessarily in level of importance:

- Functional, Technical, Compliance, and Accreditation Capabilities
- Implementation, Support, and Reliability
- Vendor Qualifications and References
- Cost Proposal
- Business Enterprise Program (BEP) Proposer’s demonstrated Commitment to Diversity/State of Illinois Business Enterprise Program (BEP)

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 email notification. Specific instructions regarding the presentation will be included in the notification.

Upon selection and designation of a Financial Advisor, the College intends to negotiate an agreement with the designated Financial Advisor. Nothing in this RFP, the proposals, or the College's acceptance of a proposal and designation of a Financial Advisor shall obligate the College to enter into or complete negotiations with any Financial Advisor.

4.3. SELECTION OF AWARD

A. Basis 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.

B. Selection Process

The award of the contract will be 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 College of DuPage reserves the rights to award one (1) or more contracts to select Respondent(s) and/or to reject any and all responses when the best interest of the College will be served thereby. 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 Procurement Service website at [http://www.cod.edu/about/Procurement Service/](http://www.cod.edu/about/Procurement%20Service/). 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 an aspirational **BEP** participation goal of 30% 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 <https://supplierdiversitymanagementportal.illinois.gov/VendorDirectory.aspx>, 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 PART I: COMMITMENT AND SIGNATURE **Required**

The Utilization Plan and either a Letter of Intent written by the Vendor or the Demonstration of Good Faith Efforts to Achieve Goal and Request for Waiver Form must be 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 this solicitation.

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: _____

UTILIZATION PLAN PART II: PARTICIPATION AGREEMENT (Letter of Intent)

Instructions: The Prime Vendor is required to submit a separate, signed and fully completed Participation Agreement from each Business Enterprise Program (BEP) certified vendor or Veteran Small Business certified vendor (VSB). Once signed and submitted with the bid/offer, this Participation Agreement, along with the other Parts of this Utilization Plan, will become a mandated part of the contract, if awarded. The Prime Vendor shall not prohibit or otherwise limit the BEP/VSB certified vendor(s) from providing subcontractor quotes to other potential bidders/offerors.

Project Name: _____ Project/Solicitation Number: _____

Name of Prime Vendor: _____

Address: _____

City, State and Zip: _____

Telephone: _____ Fax: _____ Email: _____

Vendor's Contact responsible for compliance with this Participation Agreement: _____

Name of BEP/VSB Certified Vendor: _____

Type of Certified Vendor: MBE WBE DBE

Address: _____

City, State and Zip: _____

Telephone: _____ Fax: _____ Email: _____

BEP Vendor's Contact responsible for compliance with this Participation Agreement: _____

Type of Agreement: Services Supplies Both Services and Supplies

(a) Proposed % of Contract to be performed by the BEP Certified Vendor _____%
NOTE: The Prime Vendor must indicate the percentage of the estimated contract award that will be subcontracted to the certified BEP Vendor.

(b) Anticipated start date of the Certified BEP Vendor: _____.

(c) This participation agreement shall have a term of _____ to _____, with a total period of years and months, including renewals, change orders or extensions to the underlying contract.

(d) Description of work to be performed or goods/equipment to be provided by the BEP certified vendor. All Participation Agreements shall be subject to college's approval. Any changes involving or affecting the identified BEP certified vendor, scope(s) of work will not be permitted without notification to the college and BEP Compliance, in writing, and approval of the college. (If more space is needed to fully describe BEP/VSB certified firm's proposed scope of work and/or payment schedule, attach additional sheets).

THE UNDERSIGNED PARTIES FURTHER AGREE that once signed and submitted with the bid/ offer, this Participation Agreement, along with the other Parts of this Utilization Plan, will become a material part of the contract, and the BEP/VSB certified vendor will perform the scope of work for the percentage as indicated above. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Vendor (Company Name and d/b/a):

Certified BEP/VSB (Company Name and d/b/a):

Name (Signature) / _____
Date

Name (Signature) / _____
Date

Name (Print)

Name (Print)

Title

Title

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 CMS' BEP Vendor Directory at <https://ceibep.diversitysoftware.com/?TN=ceibep> 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.

(SUBMIT THIS PAGE WITH BID)
GOOD FAITH EFFORTS CONTACT LOG

Use this Log to document all contacts and responses (telephone, email, fax, etc.) regarding the solicitation of BEP certified vendors within the specific scope of work selected. It is not necessary to show contacts with BEP certified vendors who are identified on the Letter(s) of Intent. Keep and submit copies of all emails sent and received from prospective BEP Vendors. Include a copy of the commodity list or scope of work you solicited prospective BEP Vendors to perform. Duplicate this Log as necessary; do not limit your contacts to the number of spaces shown.

Date	Certified BEP Vendor Name	Name of Person Contacted	Reason Agreement Was Not Reached

6.0 CERTIFICATIONS **REQUIRED**

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 will 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 **REQUIRED**

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 will 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 _____, 2026.

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 **REQUIRED**

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 will 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: _____

ATTACHMENT A

CAMPUS MAP



College of DuPage

425 Fawell Boulevard
 Glen Ellyn, Illinois
 60137-6599
 (630) 942-2800
 www.cod.edu

Buildings

BIC Rodney K. Berg Instructional Center
 CHC Culinary & Hospitality Center
 GH Greenhouse
 HEC Robert J. Miller Homeland Security Education Center
 HSC Health and Science Center
 HTC Homeland Security Training Center

IRC Institutional Resource Center
 MAC Harold D. McAninch Arts Center
 PEC Physical Education and Community Recreation Center
 SCC Seaton Computing Center
 SRC Student Resource Center
 SSC Student Services Center
 TEC Technical Education Center

Bids must be delivered to the College of DuPage Procurement Services between the hours of 8:00 a.m. to 5:00 p.m. Central Time, Monday through Thursday, in the Institutional Resource Center (IRC) Building, Room 1001, 425 Fawell Blvd., Glen Ellyn, IL 60137 by the due date and time.

Please note, the college is closed on Friday's in the summer

Late Bids will not be accepted. Bids received after the deadline will not be accepted and will be returned to the vendor unopened.

ATTACHMENT B
SAMPLE SERVICE AGREEMENT



SERVICE AGREEMENT ~ \$5000 AND OVER
BETWEEN COLLEGE OF DUPAGE AND _____ (Vendor Name)

This AGREEMENT (“Agreement”) is entered into on _____ by and between **College of DuPage, Community College District No. 502, Counties of DuPage, Cook and Will, and State of Illinois (“College”)** having its main address at 425 Fawell Blvd., Glen Ellyn IL 60137 and **(Vendor Name (“Contractor”))** having an address at Vendor Address.

The College and Contractor desire to enter into this Agreement, by which Contractor shall perform certain services in connection with the project as described below. In consideration of the performance of services by Contractor and the payment for those services by the College, the parties agree as follows:

1. Scope of Services

As directed by the College, Contractor will perform services for Description of Services in connection with the project, including, specifically, the matters set forth on Exhibit 1. Contractor will perform duties at the College using College facilities as appropriate.

2. Performance of Services

Contractor will perform the services with the highest professional standards as practiced in a timely manner and in accordance with any project schedule set forth in Exhibit 1. The parties agree that time is of the essence with respect to Contractor’s performance.

Contractor will assign qualified and experienced personnel to perform the services. Accordingly, all Contractor personnel performing work or services relating to this Agreement will be subject to the College’s approval. Where Exhibit 1 identifies specific Contractor personnel, these individuals will remain assigned to provide the services throughout the term of this Agreement, in accordance with their roles and responsibilities identified in Exhibit 1, unless otherwise approved in writing by the College. No provision of this Agreement (including any incorporated documents) will be effective to any extent that it abridges or abrogates the foregoing standard of care. Contractor will maintain a sufficient staff to perform all services in the most expeditious and economical manner consistent with the interests of the College. Contractor must promptly notify the College immediately in writing: (i) of any information required from the College so Contractor can complete their services in a timely manner; and (ii) of any work requested by the College that is not included in the scope of work provided in Exhibit 1.

Contractor will perform the services in accordance with all applicable laws, rules and regulations, including equal employment opportunity and import and export control laws and regulations. If services are funded through a government grant or contract, Contractor will comply with all laws, regulations, standards, and rules applicable to such grant or contract, as if they were fully set forth in this Agreement.

3. Documents:

All documents (including those in electronic form) prepared by Contractor under this Agreement are the property of the College; provided, however, that any use of such documents, drawings, and surveys, other than for this project, shall be at the College’s sole risk and without liability to Contractor. Among other things, the College will have the right to utilize such documents, drawings, and surveys in the event the

College expands the project, corrects any deficiencies, or makes any repairs or renovations to the project. Contractor shall submit any document, publication, brochure, electronic media, etc., which was developed for College of DuPage under this Agreement to the College for copyright or trademark by the College at its sole discretion.

Upon termination of this Agreement, or at any such time as the College may request, Contractor will deliver to College of DuPage all copies of documents relating to this Agreement in Contractor's possession.

4. Term

The term of this Agreement is from Date to Date unless otherwise terminated in accordance with this Agreement. Services shall not begin, nor shall any payment to Contractor be made or authorized, before execution of this Agreement by an authorized signatory of the College.

The College has the option to extend the term of this Agreement for # of Years additional one-year terms. Before expiration of the then current term, the Purchasing Manager will give Contractor notice, in writing, that the College seeks to exercise its option to renew the Agreement for the approaching option period. The date on which the Purchasing Manager gives notice is the date the notice is mailed, if it is mailed, or the date the notice is delivered, if sent by courier or messenger service. After notification, the Agreement will be amended to reflect the term extension.

5. Contractor

It is understood, acknowledged, and agreed by the Parties that neither Contractor, nor any employee or agent of Contractor, is an employee or agent of the College and thus shall not be entitled to any benefits provided to employees of the College. Contractor has no authority to employ/retain any person as an employee or agent for or on behalf of the College for any purpose. Contractor shall not represent to anyone that Contractor is an employee of the College.

6. Payment

The College will pay Contractor for services properly performed and provided under this Agreement the amounts defined as fees. The fees represent the College's total financial commitment to Contractor for all services and deliverables, applicable taxes, and other obligations under this Agreement. The College is not subject to any sales or use taxes and such taxes will not be included in the fees charged by Contractor. The total amount due to Contractor under this Agreement shall not exceed the following total contract sum without the College's prior written approval:

Total Contract Sum: \$Total Cost

Contractor will provide invoices in a format acceptable to the College for services rendered directly to the Project Director identified in Section 7.

Undisputed invoices will be paid within sixty (60) days of receipt of properly submitted invoices to Contractor, in accordance with the Local Government Prompt Payment Act. Monthly statements shall detail "Current Amount Due," "Previous Amount Billed," and "Balance of Contract Outstanding." In the event the College terminates this Agreement as provided below, Contractor will be paid for services properly rendered before such termination. Reimbursement by the College of expenses and expendables incurred by Contractor will be limited as provided in Exhibit 1.

Contractor must agree to receive all payments from the College via an Automated Clearing House (ACH) transfer (CCD file format only). Instructions for registering for ACH payments are available on the College's Purchasing Department website: <http://www.cod.edu/about/purchasing/index.aspx>.

7. College of DuPage Liaison

While performing these services, it is understood that Contractor will coordinate with Project Manager's Name, Title, College of DuPage.

8. Default

If the Contractor fails to perform the required services within the specified time schedule, or if the Contractor shall become insolvent or be declared bankrupt and shall not cure said condition within seven days or shall make an assignment for the benefit of creditors, the College may give notice in writing to the Contractor and his surety of such default, specifying the same. If Contractor, within a period of seven days after such notice, does not proceed in accordance with the terms of this Agreement, the College shall have full power and authority to declare the forfeiture of this Agreement, and to forfeit any rights of Contractor(s) remaining under this Agreement.

Reliance upon the foregoing remedies, regardless of whether they are exercised by the College due to a default by Contractor, shall not exclude or constitute a waiver of any remedies otherwise provided by law or in equity.

9. Indemnification

To the fullest extent allowed by law, Contractor will indemnify and hold the College, its trustees, officers, agents, employees and any other parties designated by the College (hereinafter collectively called the "Indemnitees") harmless from all losses, claims, liabilities, injuries, damages and expenses, including but not limited to, all attorneys' fees, defense and court costs and expenses, that the Indemnitees may incur arising out of, or occurring in connection with, the acts or omissions by Contractor of its duties and obligations under or pursuant to this Agreement.

10. 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. Workers' 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

Commercial General Liability including:

THIS AGREEMENT IS NOT LEGALLY BINDING UPON THE COLLEGE OF DUPAGE UNLESS AND UNTIL IT IS EXECUTED BY AN AUTHORIZED SIGNATORY OF THE COLLEGE OF DUPAGE. THE COLLEGE OF DUPAGE WILL HONOR NO OTHER APPROVAL OR AUTHORIZATION FOR PERFORMANCE OF OR PAYMENT FOR SERVICES BY THE SERVICE PROVIDER.	PAGE 3 OF 11
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- 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

Automobile Liability

Owned, Non-owned, or Rented \$1,000,000 / \$2,000,000

Workers' Compensation and Employers' Liability

As Required by Applicable Laws

Professional Liability

If Performance Specifications are Required by the Contract

11. 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 College's policy to promote and encourage the continuing economic development of businesses owned by minorities, females, and persons with disabilities by setting aspirational goals to award contracts to such businesses for certain services, and to award contracts to such businesses for certain services in accordance with the provisions of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575/0.01 *et seq.*

12. Warranty

Contractor warrants all goods and/or services covered by this Agreement to be as specified, or in conformity with any sample provided by seller suitable for the purpose intended, of merchantable quality and free of defects in material, workmanship and design for a period of one year after being placed in service by the College, or two years from delivery to College, whichever is shorter. Contractor agrees to repair or replace (F.O.B. Contractor's original point of delivery and without expense to the College) any article or workmanship not conforming to this warranty.

13. Compliance with All Laws

Contractor agrees to comply with all applicable local, state, and federal laws, rules, regulations, and executive orders, including the following provisions, that relate to the manufacture, sale, and shipment of the goods covered by this Agreement.

- a. Human Rights Act: To the extent required by law, contractor shall abide by the Illinois Human Right Act, 775 ILCS 5/1-101 *et. seq.*
- b. 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.*
- c. 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.
- d. Equal Employment Opportunity: Contractor agrees to comply fully with the Federal Equal Employment Opportunities Act, including 29 C.F.R./Part 1609 "Guidelines on Harassment," the Illinois Human Rights Act, the Americans with Disabilities Act, and all applicable rules and regulations promulgated thereunder and all amendments made thereto, Title VII of the Civil Rights Act of 1964, as amended, and Section 504 of the Rehabilitation Act of 1973, and any additions or amendments, and Contractor represents certifies and agrees that it has implemented a sexual harassment policy pursuant to 775 ILCS 5/2-105 and that no person shall be denied or refused service or other full or equal use of Contractor services, or denied employment

opportunities by Contractor on the basis of race, creed, color, religion, sex, national origin or ancestry, age disability unrelated to ability, marital status, or unfavorable discharge from military service.

- e. Fair Employment Practice: Contractor represents it is in compliance with all State and Federal laws regarding Fair Employment Practice as well as all rules and regulations.
- f. Prevailing Wage Act: To the extent required by law, Contractor may 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.*
- g. Non-debarment: 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.*

14. Entire Agreement

This Agreement represents the entire agreement between Contractor and the College and supersedes all previous negotiations or agreements, written or oral, which are not included in this Agreement. This Agreement may only be amended by written instrument executed by the College and Contractor. In the event of a conflict between this Agreement and any proposal and related exhibits provided by Contractor, this Agreement shall control.

15. Governing Law and Venue

This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflict of law provisions. Venue for any disputes arising under or in connection with this Agreement shall be in the Circuit Court of the Eighteenth Judicial Circuit of the State of Illinois, or in the United States District Court for the Northern District of Illinois, Eastern Division.

16. Severability and Non-Waiver

If any provision of this Agreement is found to be unenforceable, the other provisions of this Agreement shall not be affected but shall remain in full force and effect. No waiver by either party of any breach or default by the other party shall be construed to be a waiver of any other breach or default by such other party.

17. Notices

All communications and notices or matters relating to contract interpretation, a dispute, or indemnification obligations to the College from the Contractor must be faxed, delivered personally, electronically mailed or mailed first class, postage prepaid, to the using department that appears on the applicable purchase order, with a copy to the College of DuPage Purchasing Department. Contractor must include the College's contract number or relevant purchase order number in any notice.

Notice to:

College of DuPage

College of DuPage
Procurement Department
Institutional Resource Center
IRC - Room 1001
425 Fawell Blvd.
Glen Ellyn, Illinois 60137
Attention: Procurement Manager
purchasing@cod.edu

Contractor

Vendor Name
Vendor Address
City, State, Zip Code
Attention: Contact Name
Email: **Contact Email Address**

18. No Assignment by Contractor

Contractor may not, by operation of law, merger, or otherwise, assign any of its rights, agreements, or obligations under this Agreement without the prior written consent of the College. Any purported assignment by Contractor without the prior written consent of the College shall be null and void and shall not bind the College. Subject to the preceding sentence, all of the terms, agreements, covenants, representations, warranties, and conditions of this Agreement shall be binding upon, and inure to the benefit of and are enforceable by, the parties and their respective successors and assigns.

19. Termination

The College may terminate this Agreement and the services at any time, in whole or in part, with or without cause, upon written notice to Contractor. Five (5) days written notice is required in the event the contract is terminated with cause, and 30 days written notice is required in the event the contract is terminated without cause. In the event this Agreement is terminated under this paragraph, Contractor will be compensated for services properly rendered through the date of termination, as can be documented to the reasonable satisfaction of the College. The College shall not be responsible for any services or expenses incurred after the date of termination. In addition, should the College terminate this Agreement for cause, the College will be entitled to all direct, indirect, and consequential damages arising from the breach of Agreement that prompted the termination for cause.

20. Arbitration

At the College’s sole and exclusive option, all claims, controversies, and disputes between the College and Contractor arising out of or relating to this Agreement will be resolved in binding arbitration. Contractor agrees to be joined in any arbitration in which the College is a party to the extent that such arbitration relates to Contractor’s performance under this Agreement. In addition, the College shall have the sole and exclusive option to join as a party to such arbitration any entity that the College determines has an interest in the arbitration.

21. Attorneys’ Fees

In any action to enforce any of the provisions or rights arising under this Agreement, the prevailing party in such litigation, as determined by a court of proper jurisdiction in a final judgment or decree, shall be entitled to its costs, expenses and reasonable attorneys’ fees incurred therein.

22. Conflicts of Interest

Contractor represents that it, to the best of its knowledge, has no relationship or ownership interest and will not acquire any interest, direct or indirect, in any enterprise, which would conflict in any manner or degree with the performance of the services under this Agreement.

Contractor must disclose in writing as a part of any bid submitted or contract if a relationship or ownership interest exists; Contractor must define the relationship with any College of DuPage Administrator, Trustee, employee, Foundation Board Member, committee member, or their immediate family member, with which Contractor 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.

Contractor certifies that it has no known conflict of interest with any College of DuPage Administrator, employee, Trustee, committee member, or College of DuPage Foundation Board Member, or their immediate family.

Signature Page Follows

THIS AGREEMENT IS NOT LEGALLY BINDING UPON THE COLLEGE OF DUPAGE UNLESS AND UNTIL IT IS EXECUTED BY AN AUTHORIZED SIGNATORY OF THE COLLEGE OF DUPAGE. THE COLLEGE OF DUPAGE WILL HONOR NO OTHER APPROVAL OR AUTHORIZATION FOR PERFORMANCE OF OR PAYMENT FOR SERVICES BY THE SERVICE PROVIDER.	PAGE 6 OF 11
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Contract Signature Page

SERVICE AGREEMENT

Department Name: COLLEGE OF DUPAGE - COD DEPARTMENT NAME

Vendor Name: [REDACTED]

Description of Services: [REDACTED]

Board Approval Required: Yes NO Date: Board Approval Date

In consideration thereof, both parties agree to the conditions set forth above.
The undersigned, on behalf of the College of DuPage, a Body Politic and Corporate of the State of Illinois, this Agreement is hereby executed by:

Contractor:

College of DuPage

Vendor Name

Print Name /Title

Vice President Administration / Chief Financial Officer

Signature

Signature

Tax ID or FEIN

Date

Date

Contractor and the College agree with the terms stated above and certify that Contractor has received a copy of the contract agreement.

EXHIBIT 1

May use template below to provide details regarding the work and specifications to be performed, milestones and deliverables for this Contract or attach Quote clearly detailing the services to be performed:

1. SCOPE OF WORK

1. Description of Services:

1.1. Provide a detailed explanation of the services to be performed (describe need and how the service provider will meet those needs):

1.2. Who will be responsible for performing the services? Please provide names of individuals who will be completing the services in connection with this Scope of Work.

1.3. Provide the name and contact information for the College project or program user.

1.4. What are the milestones and deliverables required during the project? Include a project schedule.

1.5. Where will the services be performed? What, if anything does the College have to provide for the services to be performed?

2. Payment (Itemized):

Contractor will perform and provide all the services and deliverables in accordance with this Agreement for a fixed amount or time and materials not to exceed \$Cost (the “fees”). The total fee includes all other expenses, including transportation and subsistence expenses.

Itemize all costs, time and material rates along with any expenses in connection with the fee or attached quote. Expenses and expendables shall be paid only with the prior written consent of the College.

EXHIBIT 2

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

Affix Certificate of Insurance

(Sample Certificate Attached)

Exhibit 2: Insurance Certificate of Coverage

Named Insured: _____

Bid # /Contract #: _____

Address: _____
(Number and Street)

(College)

(State)

(ZIP)

Description of Operation/Location	
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The insurance policies and endorsements indicated below have been issued to the designated named insured with the policy limits as set forth herein covering the operation described within the contract involving the named insured and the College of DuPage. The Certificate issuer agrees that in the event of cancellation, non-renewal or material change involving the indicated policies, the issuer will provide at least thirty (30) days prior written notice of such change to the College of DuPage at the address shown on this Certificate. This certificate is issued to the College of DuPage in consideration of the contract entered into with the named insured, and it is mutually understood that the College of DuPage relies on this certificate as a basis for continuing such agreement with the named insured:

Type of Insurance	Insurer Name	Policy Number	Expiration Date	Limits of Liability All Limits in Thousands
General Liability <input type="checkbox"/> Claims made <input type="checkbox"/> Occurrence <input type="checkbox"/> Premise-Operations <input type="checkbox"/> Explosion/Collapse Underground <input type="checkbox"/> Products/Completed-Operations <input type="checkbox"/> Blanket Contractual <input type="checkbox"/> Broad Form Property Damage <input type="checkbox"/> Independent Contractors <input type="checkbox"/> Personal Injury <input type="checkbox"/> Pollution				CSL Per Occurrence \$ _____ General Aggregate \$ _____ Products/Completed Operations Aggregate \$ _____
Automobile Liability				CSL Per Occurrence \$ _____
<input type="checkbox"/> Excess Liability <input type="checkbox"/> Umbrella Liability				Each Occurrence \$ _____
Worker's Compensation and Employer's Liability				Statutory/Illinois Employers Liability \$ _____
Builders Risk/Course of Construction				Amount of Contract
Professional Liability				\$ _____
Owner Contractors Protective				\$ _____
Other				\$ _____

- a) Each Insurance policy required by this agreement, excepting policies for worker's compensation and professional liability, will read: "The College of DuPage is an additional insured as respects operations and activities of, or on behalf of the named insured, performed under contract with or permit from the College of DuPage."
- b) The General, Automobile and Excess/Umbrella Liability Policies described provide for severability of Interest (cross liability) applicable to the named insured and the College.
- c) Workers Compensation and Property Insurers shall waive all rights of subrogation against the College of DuPage.
- d) The receipt of this certificate by the College does not constitute agreement by the College that the insurance requirements in the contract have been fully met, or that the insurance policies indicated by this certificate are in compliance with all contract requirements.

Name and Address of Certificate Holder and Recipient of Notice	
Certificate Holder/Additional Insured College of DuPage Purchasing Department 425 Fawell Boulevard, BIC1540 Glen Ellyn, IL 60137	Signature of Authorized Rep. _____ Agency/Company: _____ Address _____ Telephone _____

For College use only

Name of College Department requesting certificate: (Using Dept.) _____

Attention: _____

THIS AGREEMENT IS NOT LEGALLY BINDING UPON THE COLLEGE OF DUPAGE UNLESS AND UNTIL IT IS EXECUTED BY AN AUTHORIZED SIGNATORY OF THE COLLEGE OF DUPAGE. THE COLLEGE OF DUPAGE WILL HONOR NO OTHER APPROVAL OR AUTHORIZATION FOR PERFORMANCE OF OR PAYMENT FOR SERVICES BY THE SERVICE PROVIDER.

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ATTACHMENT C
NO BID/PROPOSAL FORM

College of DuPage
NO-BID/RFP RESPONSE
2026-R0022
Syllabus Management System

In the event that your organization chooses not to submit a proposal for this solicitation, the College of DuPage Procurement Services Department is interested in the reasons why vendors/consultants have chosen not to submit a bid or proposal response in order to better serve the taxpayers of the College of DuPage. Please indicate your reason(s) by checking all applicable items below and return this form to the email address shown below.

- Could not meet the specifications
- Items or materials requested not manufactured by us or not available to our company
- Insurance requirements too restricting
- Bond requirements too restricting
- Scope of services not clearly understood or applicable (too vague, too rigid, etc.)
- Project not suited to our organization
- Quantities too small
- Insufficient time allowed for preparation of bid/proposal response
- Other (please specify):

Vendor Name: _____

Contact Person: _____

Telephone: _____

Email: _____

If you are not bidding on this solicitation, please email this form to:
College of DuPage Procurement Services
Email: purchasing@cod.edu