2019-R0007 Scanning of COM Fiche and Microfilm for the College of DuPage

ADDENDUM # 2

December 5, 2018

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

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

For which Proposals are scheduled to be received on December 7, 2018 no later than 2:00 p.m., Central Time.

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

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

Below are clarifications and general questions to this proposal:

I. Revision:

   The Due Date Change:

   Currently Reads:
   PROPOSALS DUE: FRIDAY, DECEMBER 7, 2018 at 2:00 p.m. Central Time
   
   Change To:
   PROPOSALS DUE: WEDNESDAY, DECEMBER 12, 2018 at 2:00 p.m. Central Time
II. General Questions and Responses:

1. Would the College be willing to award this RFP to an out of state vendor?

   Answer: Yes, in accordance with Section 4.2 Proposal Evaluation and Award:
   The College will appoint an Evaluation Committee whose responsibility will be to review all responses to this RFP.

2. Would the College be willing to send out all materials for scanning to the vendor facility?

   Answer: Yes, at the vendor’s expense. Per Section 3.1.H: No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose shall be paid by the College of DuPage.

3. Would the College be willing to pack these microfilms into boxes if the vendor arranges a pick-up from a common carrier?

   Answer: Yes.
II. Acknowledgement:

This signed Addendum is required to be returned with your Bid no later than the due date set forth for this Invitation to Bid. If you have already submitted your Bid, please submit this signed form via email to purchasing@cod.edu.

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

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

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

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

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

I HAVE RECEIVED THIS ADDENDUM #________
2019-R0007 Scanning of COM Fiche and Microfilm for the College of DuPage

ADDENDUM # 1

December 3, 2018

This addendum is being issued to update the specifications and provide additional information. This information becomes part of the Bid Documents upon receipt. Please review and incorporate into your Bid/Proposal accordingly.

For which Bids are scheduled to be received on December 7, 2018 no later than 2:00 p.m., Central Time.

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

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

Below are clarifications and general questions to this bid:

I. Clarifications:

1. Page 14: Currently reads Sample 1 - Com Fiche
   Change to: Sample 1 – Com Fiche, Exhibit A

2. Page 16: Currently reads Sample 2 – Microfilm
   Change to: Sample 2 – Microfilm, Exhibit B
II. General Questions and Responses:

1. On page 14. The specification asks for the TIFF but the example shows a .jpg. Is this a typo?
   
   **Answer:** This is a typo, the filename should be .tif.

   
   **Answer:** Multifeed is an error where two or more items are fed through a scanner at one time.

3. On page 18. Will the College accept sub-contractor for creating the index? Materials would not be shipped off site.
   
   **Answer:** Page 18, J: The use of sub-contractors is not acceptable.

4. Please clarify the term “no spill over” used on pages 14 and 16 to describe the requirements?
   
   **Answer:** “No spill over” means that no part of another page should be visible.

5. Section 1.15 notes that the solicitation contains an aspirational goal of 20% (Business Enterprise Program), however section I/Special Provisions, notes that no subcontracting is allowed, please clarify.
   
   **Answer:** Section 1.15 is for College projects where subcontracting is allowed. This project does not allow subcontracting.

6. Section 3.2, A relates to verifying no pages are missing or duplicated; is there any chance that any pages were filmed multiple times, requiring us to validate each image is not duplicate? Are images/pages paginated?
   
   **Answer:** The College has not reviewed all pieces of media and some may contain pages were filmed multiple times. The “Verifying no pages are missing or duplicated” step refers to the vendor ensuring all documents on the COM Fiche and Microfilm are converted to a .tif image. Not all images/pages are paginated.

7. Section 3.2 D: will the top two vendors be provided with the same source materials (in order for consistency and to evaluate the image quality based on the same source) to produce sample images?
   
   **Answer:** Timeline does not permit the College to provide the same samples to two vendors. Therefore different samples will be provided but they will come from a similar series of fiche and film.
8. Microfilm: Will each image on the reels be indexed individually? Is there ever a case of a multipage document (or is each image a stand-alone file)?

Answer: Please review Sample 2 – Microfilm on page 16.

9. Section 3.2 E. Accessibility of Records: In the case of a record request, will the College be able to identify which reel/fiche contains the desired record? And how frequently would you estimate accessibility of records?

Answer: The College would be able to identify the reel/fiche. We do not expect to make any requests.

10. Can you provide an average number of pages per document for the roll film collection?

Answer: The stacked image will typically be the entire document.

11. Confirm that FedEx secure and traceable shipping is acceptable and the entire collection may be picked up in one shipment?

Answer: This is correct.

12. Section 3.2 B references image enhancements, which depending on the film quality, may be costly to perform on an image-by-image basis. Can you provide an estimate for the percentage of images that will need individual adjustments?

Answer: The College has not reviewed all media and does not have an estimate on the percentage of images that will need individual adjustments.

13. What is your definition of an “unsatisfactory” image?

Answer: Any image that does not meet the requirements below is unsatisfactory:

i. Image quality will be first rate with 99.9% accuracy.

ii. Images will be an accurate representation of the original information in a digital format (i.e., no spill over).

14. Section 3.2 C requires manual key entry and verification. Are you asking for double-key entry?

Answer: Yes.

15. Sample 2 F. references identifying “multi-feeds” which typically relates to paper scanning. Do you expect the vendor to identify double pages in microfilm reels?

Answer: No.
16. Are the reels 16mm or 35mm?

   Answer: 16mm.

17. “Stacked images should be captured as one image”. Please clarify; Should the front and back of the Grade/Attendance sheet be output as a multi-page TIFF file? Or, does this refer to cropping the front and back of the sheets to appear in the same frame?

   Answer: The front and back should appear on one image.

18. In paragraph 3.2A, it states that files should be indexed in .tif format, however in the sample indexing on pages 14 & 15, the Relative Path to Image File, indicates the files are .jpg format. Please confirm if you only want .tif files of do you also want the titles in .jpg format?

   Answer: See Question# 1.

19. For the COM Fiche 300 DPI is specified. If OCR is not being applied, 200 DPI is suitable. 300 DPI may make the image darker and difficult to read. Therefore we would like to suggest using 200 DPI. Will this be acceptable?

   Answer: No.

20. Same question for the roll film. Will 200 DPI be acceptable?

   Answer: No.

21. Does the stacked roll film, quantity 181,000, include the backs?

   Answer: 181,000 is the estimated number of images, each containing the front and back of a page.

22. What are the desired index values for each course?

   Answer: Sample indexes are listed in Sample 2 - Microfilm.

23. Will the microfilm conversion be using archival/original film or well used film?

   Answer: Original film with very little use.

24. How many 16mm microfilm rolls will need to be scanned?

   Answer: Seventy-one (71).

25. How many 35mm microfilm rolls will need to be scanned?

   Answer: Zero (0).
26. What is the condition of the microfilm? Has any deterioration been noticed?

   Answer: Good condition, no deterioration noticed.

27. For Microfilm, approximately how many pages correspond to one (1) document/record?

   Answer: One (1) stacked image typically represents one (1) document.

28. Will you provide the next microfilms to scan once the previously provided microfilms completed and returned? What is the turnaround time for one lot of microfilms to be digitized?

   Answer: All media to be scanned will be provided at one time.

29. Uploading a document to College of DuPage’s software is not in Vendor’s scope, is this correct?

   Answer: This is correct.

30. Do we need to provide the digitized documents in specific folder structure?

   Answer: No.

31. Is the film negative or positive (black text/white background or white text/black background)?

   Answer: White text/black background.

32. What is the average number of pages per document type?

   Answer: For Microfilm the average is 1. Com fiche size varies.

33. What is the time period in which the film was created?


34. Is there any expected timeframe within which you would like this project completed?

   Answer: Project to be completed no later than May 1, 2019.

35. Exhibit B is not available in the RFP, Can you please send?

   Answer: Sample 2 – Microfilm is Exhibit B and is on page 16.

36. Is this a new requirement? If not, can you please provide the name of the current vendor, the current contract value and eligibility criteria to re-compete?

   Answer: This is a new, one time project.
37. Is there an approved budget? If so, what is the designated budget for this project?

Answer: There is an approved budget. The College chooses not to provide further information so as not to skew the responses received.
II. Acknowledgement:

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

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

ACKNOWLEDGMENT

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

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

I HAVE RECEIVED THIS ADDENDUM #________

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<th>Company Name:</th>
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<td>Authorized Signature:</td>
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RESPONDENT: _____________________

COMMUNITY COLLEGE DISTRICT NO. 502

REQUEST FOR PROPOSAL

SCANNING OF COM FICHE AND MICROFILM FOR THE COLLEGE OF DUPAGE

RFP NUMBER: 2019-R0007

PROPOSALS DUE: Friday, December 7, 2018 at 2:00 p.m. Central Time

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

SEND RESPONSES TO: COLLEGE OF DUPAGE
PURCHASING DEPARTMENT
BIC BUILDING, ROOM 1B03
425 FAWELL BLVD.
GLEN ELLYN, ILLINOIS 60137

Issue Date: November 15, 2018

ISSUED BY THE COLLEGE OF DUPAGE PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL

Proposals for Scanning of COM Fiche and Microfilm for the College of DuPage, RFP Number 2019-R0007, will be received by the College of DuPage, District 502, at the office of the Purchasing Manager, Berg Instructional Center (BIC) Building, Room 1B03, 425 Fawell Blvd., Glen Ellyn, IL 60137, until 2:00 p.m. Central Time, Friday, December 7, 2018, at which time the respondents names will be read publicly.

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

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

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

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

Under no circumstances shall failure to obtain clarifications and/or addenda relieve a Respondent from being bound by any additional terms and conditions in the clarifications and/or addenda, or from considering additional information contained therein in preparing a Proposal. Furthermore, failure to obtain any clarification and/or addendum shall not be valid grounds for a protest against award(s) made under this RFP.
LEGAL NOTICE

RFP NOTICE

No. 2019-R0007

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

Responses are due to the Purchasing Department no later than **2:00 p.m. Central Time, Friday, December 7, 2018** at which time the Respondents names will be read publicly.

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/or all responses. This invitation is issued in the name of the Board of Trustees of College of DuPage, Community College District 502, Glen Ellyn, Illinois.
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RFP SUBMISSION CHECKLIST

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

1. □ Read the entire document. In your review, note critical items such as: blackout period, required goods and services; submittal dates, submission requirements, etc.

2. □ Note the contact information provided. The Purchasing Office at purchasing@cod.edu is the single point of contact for this RFP and is the only contact with whom you are allowed to communicate regarding this RFP. This person is an excellent source of information for any questions you may have.

3. □ Take advantage of the “question and answer” period. Submit your questions to the Purchasing Department by the deadline noted in the RFP and view the answers given in the formal addenda issued for this RFP. All addenda issued for an RFP will be emailed to each company that downloaded the RFP documents from the College website, and will include all questions asked and answered concerning the RFP. Please ensure when downloading the RFP documents, you use a valid email address.

4. □ Do not alter, add to, or delete any part of the RFP documents without prior approval. Please refer to the section titled Exceptions for instruction on how to request a deviation to the original RFP.

5. □ Ensure all addenda are signed. Before submitting your response, check the College Purchasing website at http://www.cod.edu/about/purchasing/requests/index.aspx to see whether any addenda were issued for this RFP. If so, you must submit a signed copy of the addenda along with your Proposal response.

6. □ Review and read the RFP document again to make sure you have addressed all requirements. Your original response and the requested electronic copy must be identical and be complete. The copies are provided to an Evaluation Committee and will be used to score your response. Proposals will not be accepted if Sections 6, 7, and 8, are not completed. (Please note there are two (2) signature lines in Section 8 that must be signed.)

7. □ Submit your response on time. Note the date and time listed on the front page of the RFP and be sure to submit all required items on time. Late responses will not be accepted and will be returned, unopened. Ensure the envelope/box(es) containing your proposal is appropriately labeled. Please allow adequate time for delivery to the Purchasing Department.

8. □ Important dates to know:

   • RFP Publication Date – 11/15/2018
   • Questions Due – 11/28/2018 by 12:00 p.m. Central Time
   • Proposals Due – 12/7/2018 at 2:00 p.m. Central Time
   • Target Board Approval Date – 1/17/2019
1.0 GENERAL INFORMATION

1.1. DEFINITIONS

A. RESPONDENT shall mean the individual or business entity submitting Proposal to supply any or all of the services or goods required by the Contract Documents.

B. RESPONSE shall mean the RFP Documents as completed by the Respondent which constitutes the Respondent's proposal.

C. CONTRACT shall mean the agreement between the College and Contractor as set forth in the resulting Contract Documents and as awarded by the College of DuPage Board of Trustees.

D. CONTRACTOR shall mean the individual or business entity submitting a response and to whom the College of DuPage Board of Trustees awards the resulting Contract.

E. COLLEGE shall mean the College of DuPage, Community College District No. 502, a body politic and corporate of the State of Illinois.

F. PURCHASING MANAGER shall mean the Purchasing Manager of the College of DuPage.

G. SPECIFICATIONS shall mean the description of the required services, Contract Goods, equipment, personnel, volume and use statistics and all requirements for the scope of work set forth in the Contract Documents.

1.2. REGULATIONS

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

1.3. COMPLIANCE WITH LAWS - PUBLIC CONTRACTS

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

1.4. PROPOSAL MODIFICATIONS

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

1.5. AWARD OF CONTRACT

The award of the contract will be made within ninety (90) calendar days after the opening of proposals to one or more Respondent’s based on recommendation by an Evaluation Committee and pre-determined evaluation criteria and weighting, and is subject to Board of Trustee approval. The successful
Respondent(s) will be notified by electronic mail that their proposal has been accepted and that they have been awarded the contract. Notification will also be posted on the College's Purchasing website at http://www.cod.edu/about/purchasing/. Failure to execute performance as per accepted proposal may result in legal action by the College of DuPage to recover damages.

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

1.6. COMPETENCY OF RESPONDENT

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

1.7. ACCEPTANCE OF PROPOSALS

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

1.8. PAYMENT 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.

1.9. PAYMENT REMITTANCE

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

1.10. TAX EXEMPTION

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

1.11. CASH BILLING DISCOUNTS

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

1.12. EQUAL EMPLOYMENT OPPORTUNITY

In the hiring of employees for the performance of work under the resulting contract and any subcontract thereunder, no Contractor or Subcontractor shall, by reason of race, color, sex, religion, national origin, ancestry, age, marital status, disability, unfavorable military discharge or sexual orientation discriminate against any citizen of the United States, in the employment of Labor or workers, who are qualified and available to perform work to which the employment is related. Neither shall any Contractor or Subcontractor, or any person on behalf of either, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, color, sex, religion, national origin, ancestry, age, marital status, disability, unfavorable military discharge or sexual orientation.
1.13. 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.

“Contractors performance” includes Contractor’s action or inaction and the action or inaction of Contractor’s officers, employees, agents and Subcontractors.

1.14. LIABILITY INSURANCE

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

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

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<tr>
<th>TYPE OF INSURANCE</th>
<th>MINIMUM INSURANCE COVERAGE</th>
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<tbody>
<tr>
<td><strong>Commercial General Liability</strong></td>
<td>Combined Single Limit Per Occurrence/Aggregate</td>
</tr>
<tr>
<td>1. Premises – Operations</td>
<td>$1,000,000 / $2,000,000</td>
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<tr>
<td>2. Explosion, Underground and Collapse Hazard</td>
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<tr>
<td>3. Products/Completed Operations</td>
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<tr>
<td>4. Contractual Insurance</td>
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<td>5. Broad Form Property Damage</td>
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<td>6. Independent Contractors</td>
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<td>7. Bodily Injury</td>
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<tr>
<td><strong>Automobile Liability</strong></td>
<td>$1,000,000 / $2,000,000</td>
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<tr>
<td>Owned, Non-owned, or Rented</td>
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<tr>
<td><strong>Workers’ Compensation and Employer’s Liability</strong></td>
<td>As Required by Applicable Laws.</td>
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<tr>
<td><strong>Professional Liability</strong></td>
<td>If Performance Specifications are Required by the Contract</td>
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1.15. 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.

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

END OF SECTION
2.0 INSTRUCTIONS TO RESPONDENTS

2.1. OUTSIDE DOCUMENT DISCLAIMER

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

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

2.2. BLACKOUT PERIOD

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

Initial understanding of this requirement: _____________________

2.3. REQUESTS FOR INFORMATION/CLARIFICATION

Respondents must communicate only with the Purchasing Department. If any firm submitting a response for this project is in doubt as to the true meaning of the specifications or other documents or any part thereof, Respondent shall request clarification from the Purchasing Department. Questions must be submitted in writing and be directed via email to the Purchasing Department at purchasing@cod.edu no later than Wednesday, November 28, 2018 at 12:00 p.m. Central Time. Questions for which answers are provided will be communicated to all registered recipients of RFP documents via addendum.

2.4. PROPOSAL DEADLINE AND SUBMISSION

To be assured of consideration, Proposals must be received by the College of DuPage in the College’s Purchasing Department, BIC-1B03, no later than 2:00 p.m. Central Time on Friday, December 7, 2018. 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 Respondent’s responsibility to ensure that adequate time is allowed for timely, accurate delivery and that the Proposal is received as required.

A. The outside of each sealed envelope or package must be labeled as follows and must be delivered to the following address:

Purchasing Manager
Attn: 2019-R0007
College of DuPage
425 Fawell Blvd
BIC Building - Room 1B03
Glen Ellyn, Illinois 60137
B. The sealed envelope and/or boxes submitted by the Respondent **MUST** carry the following information on the face of the envelope:

Proposal Enclosed
Request for Proposals (RFP) for Scanning of COM Fiche and Microfilm for the College of DuPage 2019-R0007
Due: Friday, December 7, 2018 at 2:00 p.m.
Submitted by: (Name of Respondent, Address, Contact Person)

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

C. Respondents must submit the following proposal items in a sealed envelope or box:

<table>
<thead>
<tr>
<th>Proposal Item</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Original Copy – Paper</td>
<td>1</td>
</tr>
<tr>
<td>• Duplicate Copy – Paper</td>
<td>1</td>
</tr>
<tr>
<td>• Electronic Copy - USB Flash drive containing all documents in searchable PDF format.</td>
<td>2</td>
</tr>
</tbody>
</table>

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

2.5. **EXCEPTIONS**

If any Respondent intends to take any deviations or exceptions from the specifications or other RFP documents, Respondent shall submit to the Purchasing Manager a written request for a deviation or exception. If the Purchasing Manager considers such deviation or exception acceptable, the Purchasing 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 Purchasing Manager, then such deviation or exception shall be deemed rejected. The College may reject any response containing deviations or exceptions not previously accepted through a written Addendum.

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

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

**Initial understanding of this requirement:** _____________________

2.6. **ERROR IN PROPOSAL**

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

2.7. WITHDRAWAL OF PROPOSALS

Respondents may withdraw their responses at any time prior to the time specified in the legal advertisement as the date and hour set for the RFP Opening. However, no Respondent shall withdraw, cancel or modify its response for a period of ninety (90) calendar days after said advertised RFP Opening. Requests for withdrawal must be made in writing on the Respondent’s letterhead to the College’s Purchasing Department. Respondents must make their own arrangements for the return of their Proposals.

2.8. NOTICES

All communications and notices between the College and Respondents regarding the RFP Documents shall be in writing and hand delivered or delivered via United States mail, postage prepaid, or via email. Notices to the Respondents shall be addressed to the name and address or email address provided by the Respondents; notices to the Purchasing Manager shall be addressed to Purchasing Department, College of DuPage, BIC Building - Room 1B03, 425 Fawell Blvd., Glen Ellyn, Illinois 60137, or purchasing@cod.edu.

2.9. CONFIDENTIALITY

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

2.10. RESPONDENT WARRANTIES

The submission of a Proposal shall constitute a warranty that: (i) Respondent has carefully and thoroughly reviewed the RFP Documents and has found them complete and free from ambiguities and sufficient to describe the Contract work; (ii) Respondent and all 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 RFP Documents; and (iii) neither the Respondent nor any of its employees, agents, suppliers or subcontractors have relied on any verbal representations from the College, or any of the College's employees, agents, or consultants, in preparing the Proposal.

2.11. CONSIDERATION OF RESPONSES

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

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

END OF SECTION
3.0 PROPOSAL SPECIFICATIONS

3.1. MICROFILM AND COM FICHE DIGITAL CONVERSION PROJECT

A. Purpose

This project involves the scanning, conversion, image verification and indexing of microfilm and COM fiche. Conversion of the microfilm and COM fiche to a digital format will ensure the College meets long-term document retention requirements. It will also make searching and retrieval of records easier for staff.

3.2. SCOPE OF SERVICE

A. Digital Conversion

The Contractor shall scan the COM fiche and microfilm images and take all necessary steps to ensure that the digital image product is accurate, complete, fully readable and representative of or identical to the original. Accurate means that the digital document corresponds to the original COM fiche or microfilm image. Complete means that the digital document contains an exact and full page duplicate of the number of pages stored by the COM fiche sheet or microfilm reel. Readable means that the digital document presents information identifiable with certainty by the human eye. These steps include but are not limited to:

- Selecting the scanning parameters to ensure readability of the digital document’s content.
- Maintaining consistency in the file naming convention for the digital output.
- Creating and validating the TIFF files that contain the scanned COM fiche and microfilm content.
- Verifying that each image is captured.
- Verifying all images are not skewed, blurred, indistinct or illegible.
- Ensuring image size, resolution, and page orientation are correct.
- Ensuring images and indices are produced correctly.
- Verifying no pages are missing or duplicated.
- Performing document assembly on multi-page documents.
- Maintaining logical order to preserve document integrity.
- Identify and correct or re-process documents with errors.
- Identify and correct or re-process any file indexing errors.

B. Scanning/File Format

- A scanning density of 300 dots per inch is required for all scanned images.
- Image enhancements are required as needed to ensure image readability.
- Images are to be scanned in black and white.
- All images to be produced in TIFF format.
- OCR processing is not required.
- Digital images should be sharp, in focus and enhanced as necessary to produce readable images.
- Unsatisfactory images will result in the College resubmitting the images to the Contractor for correction at no additional cost to the College.

C. Indexing Structure

- Indexing of Financial Reports, which are primarily contained on COM fiche, shall follow the requirements detailed in Exhibit A, COM fiche.
- Indexing of Grade and Attendance Sheets, which are primarily contained on microfilm, shall follow the requirements detailed in Exhibit B, Microfilm.
• All index fields should be manually keyed and verified.

D. Samples

After evaluating proposal sections 1-4, the College will require the top two (2) candidates for microfilm and the top two (2) candidates for COM fiche to provide samples.

The top 2 vendors for microfilm will each be provided with 1 microfilm reel and process the first 100 images from the microfilm role per the requirements of this document. The vendor will also create a sample index file according to Sample 1.

The top 2 vendors for COM fiche sheets will each be provided with 6 COM fiche sheets that are to be processed per the requirements of this document. The vendor will also create a sample index file according to Sample 2...

The vendors selected to produce samples will be responsible for the cost of producing the samples and returning the samples to the College. The College will cover the cost of shipping the sample items to the vendor.

Sample 1 – COM Fiche

• There are an estimated 1,025,000 images on COM fiche contained on an estimated 3800 sheets. The estimated number of images is based on the assumption that each fiche contains the maximum number of images possible based on the format. The College has not reviewed all pieces of media and some may contain less than the maximum.
• Each sheet contains up to 15 rows and 18 columns for a total of up to 270 images per sheet.
• The sheets will need to be converted into a digital format (TIFF).
• Each Image on the sheet should be an individual TIFF file.
• Indexing of images need to be 99.9% accurate.
• Image quality will be first rate with 99.9% accuracy.
• Images will be an accurate representation of the original information in a digital format (i.e., no spill over).
• Index file will include
  o Title
  o Date
  o From
  o To
  o SheetNumber
  o Relative path to image file
• Index file shall be pipe, "|" delineated

Sample Indexing:

<table>
<thead>
<tr>
<th>General Ledger - 1515 sheets (estimate) – 200 Sets of images (estimate)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Image of COM Fiche sheet with financial report details</td>
</tr>
<tr>
<td>Title: Financial Reports</td>
</tr>
<tr>
<td>Date: 06/30/91</td>
</tr>
<tr>
<td>From: CUCOD25</td>
</tr>
<tr>
<td>To: CUCOD28</td>
</tr>
<tr>
<td>SheetNumber: 0001</td>
</tr>
<tr>
<td>Relative path to image file: c:\image\12\1.jpg</td>
</tr>
</tbody>
</table>
Accounts Receivable - 1208 sheets (estimate) - 50 Sets of images (estimate)

Payroll - 1082 sheets (estimate) – 300 sets of images (estimate)
**Sample 2 – Microfilm**

- There are an estimated 181,000 images on 71 reels of microfilm. The estimated number of images is based on the assumption that each reel contains the maximum number of images possible based on the format. The College has not reviewed all pieces of media and some may contain less than the maximum.
- The reels will need to be converted into a digital format (TIFF).
- Each reel will contain multiple Grade and Attendance sheets.
- Indexing of images need to be 99.9% accurate.
- Image quality will be first rate with 99.9% accuracy.
- Images will be an accurate representation of the original information in a digital format (i.e., no spill over).
- Index file will include
  - Course Identifier
    - The Course Identifier may be a combination of the course number and section number
    - The Course Identifier may be Class Code without the year
    - Examples are below
  - Term
    - The term is a combination of the year and the season.
      - Winter = January
      - Spring = March or April
      - Summer = June
      - Fall = September
    - The term is further abbreviated:
      - Winter = WI
      - Spring = SP
      - Summer = SU
      - Fall = FA
  - Relative path to image file
- Index file shall be pipe, "|" delineated
- Images on microfilm are stacked
- Each stack typically represents the front and back of a Grade and Attendance sheet.
- Stacked images should be captured as one image.
- Example of images on microfilm

Some Grade and Attendance sheets contain supplemental material after the initial Grade and Attendance sheet. These pages may not contain course and term information. These images should be indexed with the values from the previous Grade and Attendance sheet.
• If multiple documents with the same Course Name and Term are indexed, they shall remain single documents.
• The format of the Grade and Attendance sheet format may change from reel to reel.

Sample index values:

Image 001:

Course Identifier: 1590158a20
Term: 1984Wi

Image 002:

Course Identifier: 259015907
Term: 1984Wi

E. Accessibility of Records

In the event that information from a COM fiche or microfilm in the possession of the Contractor is required by the College, the Contractor will e-mail the images within one business day of the request to the College’s designated email address.

F. Quality Assurance Review

Quality assurance is critical to this project. A quality control element is required and the Contractor must state what method(s) of review and correction will be utilized to address de-skewing, de-speckling, multi-feeds, and other potential quality or production issues.

G. Pick Up and Delivery

• The original microfilm and COM fiche shall be returned to the College of DuPage at the conclusion of the project.
• Due to the COM fiche and microfilm being original sets, the Contractor shall arrange for the safest and most secure form of transport at all times and ensure appropriate packaging for the transport process.
• Shipment, receiving, and handing of COM fiche and microfilm must be secured and traceable at all times.
• The Contractor may not retain, replicate, redistribute, or resell the microfilm, COM fiche or the images contained on the film.
• All film will be picked up and returned to the Office of Information Technology, Student Resource Center Building, Room 2155, College of DuPage, 425 Fawell Blvd, Glen Ellyn, IL 60137.
• No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose shall be paid by the College of DuPage.

H. Security and Confidentiality
Microfilm and COM fiche content may contain confidential and/or sensitive information that should not be viewed by or disseminated to anyone not specifically involved in the conversion process. Contractor must maintain protection of records against foreseeable external disasters, such as fire, water, natural disaster and physical destruction of the facility.

I. Special Provisions

- The use of sub-contractors is not acceptable.
- COM fiche and microfilm must be housed in an environment that maintains a constant temperature (below 68 degrees Fahrenheit) and relative humidity (20 to 30 percent) controls.
- The per image price must include all applicable costs for this project, including but not limited to set-up, software, hardware, transportation and media.
- The Contractor shall not send College property outside the contiguous United States.
- The College is not interested in a vendor-hosted solution.
- The bid response must include data delivery methods (i.e., DVD, external hard drive, or FTP).
- The bid response must include guaranteed turn-around time, i.e., rate of completion and delivery of final product along with the return of the original COM fiche sheets and microfilm reels.

END OF SECTION
4.0 PROPOSAL SUBMISSION

4.1. PROPOSAL CONTENT AND FORMAT

Provide the following in your proposal. All Respondents must submit one (1) original of the completed RFP, one (1) duplicate paper copy, and two (2) USB flash drives containing a copy of the complete RFP, in a sealed envelope and shall deliver them to Purchasing Manager, Attn: 2019-R0007, College of DuPage, BIC Building - Room 1B03, 425 Fawell Blvd., Glen Ellyn, Illinois 60137 by the date and hour of the RFP deadline as shown in the legal advertisement.

Sections should be separated by labeled tabs and organized in accordance with subject matter sequence as set forth below. Each page of the Proposals must be numbered in a manner so as to be uniquely identified. Proposals must be clear, concise and well organized. Respondents must confine the submission to those matters sufficient to define its proposal and to provide an adequate basis for the College’s evaluation.

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

Required submittals

- Part 1 – Company qualifications. Include a brief company history, including years in business, corporate structure, locations, number of employees, and other relevant information.
- Part 2 – References. Submit at least 3 relevant reference accounts who we may contact regarding additional background on quality of work and client satisfaction.
- Part 3 – Conformance to Bid/Project Requirements. Provide acknowledgement of understanding of all sections of project requirements. Note any requests for exceptions or alterations to specifications. If none, state that no exceptions or alterations are requested.
  - Purpose of Project
  - Digital Conversion
  - Scanning/File Format
  - Indexing Structure
  - Samples
  - Accessibility of Records
  - Quality Assurance Review
  - Pick Up and Delivery
  - Security and Confidentiality
  - Special Provisions
- Part 4 – Pricing proposal. Respondents must provide pricing on a per image basis. Provide per image pricing for COM Fiche scanning and/or Microfilm scanning.
- Part 5 - Proposals will not be accepted if Sections 6, 7, and 8, are not completed. (Please note there are two (2) signature lines in Section 8 that must be signed.)

4.2. PROPOSAL EVALUATION AND AWARD

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

1. Part 1 – Company qualifications
2. Part 2 – References
3. Part 3 – Conformance to bid/project requirements
4. Part 4 – Pricing proposal
5. Part 5 – Sample evaluation
The College reserve the right to make multiple awards. The College intends to evaluate COM Fiche and Microfilm proposals separately and award separately if it is deemed to be in the best interest of the College. If the vendor chooses, it may choose to submit a proposal that includes scanning of only COM Fiche or only Microfilm.

The selection process may include a request for demonstration and/or oral presentations as deemed necessary by the College. There shall be no obligation on the part of the College to entertain presentations from any or all Respondents. However, since the College may make an award without further discussion, each Respondent should include in their written proposal, all statements, requirements, terms or conditions it may have and should not assume that an opportunity will exist to add such matters after the proposal is submitted.

The College reserves the right to reject any or all proposals when in the best interest of the College.

The award of the contract will be after the Evaluation Committee submits their Recommendation of Award of the selected Respondent for approval by the College of DuPage Board of Trustees. The successful Respondent will be notified by electronic mail that their Proposal has been accepted and that they have been awarded the contract after the approval by the College of DuPage Board of Trustees. Notification will also be posted on the College’s Purchasing website at http://www.cod.edu/about/purchasing/. Failure to execute performance as per accepted Proposal may result in legal action by the College of DuPage to recover damages.
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 20% based on the availability of BEP certified vendors to perform or provide the anticipated services and/or supplies required by this solicitation.

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

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

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

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

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Joint Venture Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Joint Venture Agreement must clearly evidence that the BEP certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties’ contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the BEP certified vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the BEP certified vendor to be dedicated to the performance of the contract. Established Joint Venture Agreements will only be credited toward BEP goal achievements for specific work performed by the BEP certified vendor. Each party to the Joint Venture Agreement must execute the bid or offer prior to submission of the bid or offer to the College.
2. An agreement between a vendor and a BEP certified vendor in which a BEP certified vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The College may request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the College in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed BEP certified vendor. Failure to cooperate by Vendor and BEP certified vendor may render the bidder or offeror non-responsive or not responsible. The contract will not be awarded to Vendor unless Vendor’s Utilization Plan is approved by the College.

3. **BEP Certified Vendor Locator References:** Vendor may consult CMS’ BEP Vendor Directory at [www.sell2.illinois.gov/cms/business](http://www.sell2.illinois.gov/cms/business), as well as the directories of other certifying agencies, but firms must be certified with CMS as BEP certified vendors at the time of bid or offer.

4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the College deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subcontractor or supplier.

5. **Calculating BEP Certified Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all BEP certified vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by BEP certified vendors, by subcontractors or suppliers to such vendors, is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:

   5.1 The value of the work actually performed or goods/equipment provided by the BEP certified vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the BEP certified vendor, including supplies purchased or equipment leased by the BEP certified vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.

   5.2 A vendor shall count the portion of the total dollar value of the BEP contract equal to the distinct, clearly defined portion of the work of the contract that the BEP certified vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other BEP certified vendor. Work performed by the non-BEP certified party shall not be counted toward the goal. Work that a BEP certified vendor subcontracts to a non-BEP certified vendor will not count towards the goal.

   5.3 A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a BEP certified vendor manufacturer, BEP certified regular dealer, or BEP certified supplier. A Vendor shall count toward the goal the following expenditures to BEP certified vendors that are not manufacturers, regular dealers, or suppliers:

   5.3.1 The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is
determined by College to be reasonable and not excessive as compared with fees customarily allowed for similar services.

5.3.2 The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the College to be reasonable and not excessive as compared with fees customarily allowed for similar services. The BEP certified vendor’s trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.

5.3.3 The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the College to be reasonable and not excessive as compared with fees customarily allowed for similar services.

5.4 BEP certified vendors who are performing on contract as second tier subcontractors may be counted in meeting the established BEP goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.

5.5 A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.

5.5.1 A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The BEP certified vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the College shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.

5.5.2 A BEP certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain BEP certified vendor participation. In determining whether a BEP certified vendor is such an extra participant, the College shall examine similar transactions, particularly those in which BEP certified vendors do not participate, and industry practices.

5.6 A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.
6. **Good Faith Effort Procedures:** Vendor must submit Utilization Plans, subcontract documents, and/or Letters of Intent that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must document and explain within the Utilization Plan the good faith efforts it undertook to meet the goal. Utilization Plans are due at the time of and must be enclosed and sealed with the bid or offer submission. Copies of subcontract documents and/or Letters of Intent shall be due upon request.

7. **Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor’s compliance with the contractual obligations established by the Utilization Plan. **After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract.** If Vendor did not succeed in obtaining BEP certified vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of BEP certified vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.

7.1. The Utilization Plan may not be amended after contract execution without the College’s prior written approval.

7.2. **Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the College.** Unauthorized changes or substitutions, including performing the work designated for a BEP certified vendor with Vendor’s own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions.

7.3. If it becomes necessary to substitute a BEP certified vendor or otherwise change the Utilization Plan, Vendor must notify the College in writing of the request to substitute a BEP certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The College shall notify the Council or its delegate of the request to substitute a BEP certified vendor or change the Utilization Plan. The College reserves the right to approve or deny a request for substitution or other change in the Utilization Plan.

7.4. Where Vendor has established the basis for the substitution to the College’s satisfaction, it must make good faith efforts to meet the contract goal by substituting a BEP certified vendor. Documentation of a replacement BEP certified vendor, or of good faith efforts to replace the BEP certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non- BEP certified vendor or Vendor may perform the work.

7.5. If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the College to modify the Utilization Plan and must make good faith efforts to ensure that BEP certified vendors have a fair opportunity to submit a bid or offer on the new scope of work.

7.6. A new BEP certified vendor agreement must be executed and submitted to the College within five business days of Vendor’s receipt of the College’s approval for the substitution
or other change.

7.7. Vendor shall maintain a record of all relevant data with respect to the utilization of BEP certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three years after the completion of the contract. Full access to these records shall be granted by Vendor upon 48 hours written demand by the College to any duly authorized representative thereof, or to any municipal, state or federal authorities. The College shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the BEP certified vendor and final payment to the BEP certified vendor by Vendor, but not later than 30 calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the BEP certified vendor under the contract.

7.8. The College will periodically review Vendor’s compliance with these provisions and the terms of its contract. Without limitation, Vendor’s failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the BEP certified vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the College to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.

7.9. The College reserves the right to withhold payment to Vendor to enforce these provisions and Vendor’s contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.
UTILIZATION PLAN

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

Respondent Name

(Vendor) submits the following Utilization Plan as part of our bid or offer in accordance with the requirements of the BEP Program Status and Participation section of the solicitation for Scanning of COM Fiche and Microfilm for the College of DuPage, RFP Number 2019-R0007. We understand that all subcontractors must be certified with the CMS BEP Program at the time of submission of all bids and offers. We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.

Vendor submits the following statement:

☐ Vendor is a BEP certified firm and plans to fully meet the goal through self-performance.

☐ Vendor has identified BEP certified subcontractor(s) to fully meet the established goal and submits the attached executed Letter(s) of Intent; or

☐ Vendor has made good faith efforts towards meeting the entire goal as indicated on the attached Utilization Plan, or a portion of the goal, and hereby requests a waiver (complete checklist below).

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

Name: ____________________________ Title: ____________________________

Telephone: ____________________________ Email: ____________________________
DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE GOAL AND REQUEST FOR WAIVER

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

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

- Utilize the Sell2Illinois website: www2.illinois.gov/cms/business to identify BEP certified vendors within the respective commodity/service codes denoted above and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.

- Solicit through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of BEP certified vendors that have the capability to perform the work of the contract. Vendor must solicit this interest within sufficient time to allow the BEP certified vendors to respond to the solicitation. Vendor must determine with certainty if the BEP certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal. Vendor must provide interested BEP certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.

- Select portions of the work to be performed by BEP certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP certified vendor participation, even when Vendor might otherwise prefer to perform these work items with its own forces.

- Make a portion of the work available to BEP certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate BEP certified vendor participation.

- Negotiate in good faith with interested BEP certified vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of BEP certified vendors that were considered and an explanation as to why an agreement could not be reached.

- Thoroughly investigate the capabilities of BEP certified vendors and not reject them as unqualified without sound reasons.

- Make efforts to assist interested BEP certified vendors in obtaining lines of credit or insurance as required by the College.

- Make efforts to assist interested BEP certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.
6.0 CERTIFICATIONS

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

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

A. Prevailing Wage Act. To the extent required by law, Contractor shall not pay less than the prevailing wage as established pursuant to an Act Regulating the Wages of Laborers, Mechanics, and Other Workman employed under Contract for Public Workers 820 ILCS 130/1 et seq. Our company certifies that it is eligible for bidding on public contracts and has complied with section 11a of the Prevailing Wage Act, 820 ILCS 130.01-12. Yes______ No_____

B. Human Rights Act. To the extent required by law, Contractor shall abide by the Illinois Human Rights Act, 775 ILCS 10/0.01 et seq.

C. Drug Free Workplace. To the extent required by law, Contractor shall abide with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 et seq.

D. Sexual Harassment Policy. Contractor represents by the signing of this agreement that it has a written sexual harassment policy that is in accordance with 775, ILCS 5/2-105 (A) (4).

E. Non-debarment. By executing this agreement Contractor certifies that it has not been debarred from public contracts in the State of Illinois for violating either 33E-3 or 33E-4 of the Public Contracts Act, 720 ILCS 5/33E-1 et seq. (If Applicable)

F. Fair Employment Practice: Contractor is in compliance with all State and Federal laws regarding Fair Employment Practice as well as all rules and regulations. Yes _______ No_______


Yes _______ No ______

H. When required by law, the Respondent and all Respondent’s Subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor’s Bureau of Apprenticeship and Training as required by Illinois Public Act 093-0642.

ADVICE

A. MINORITY/WOMAN-OWNED, DISADVANTAGED BUSINESS? YES_____ NO_____. If yes, please attach copy of certification and advise certification number and expiration date below:

Name of Certifying Entity: ________________________________

Certification #: _____________________________ Expiration Date: ________________

B. STATE NEGOTIATED COOPERATIVE AGREEMENT: YES _____ NO _______ Contract No. ___________[/docs-loz饪e]
7.0 SIGNATURE PAGE

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

Check One:
☐ SOLE PROPRIETOR  ☐ PARTNERSHIP (and/or JOINT VENTURE)  ☐ LIMITED LIABILITY COMPANY
☐ CORPORATION

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

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

BUSINESS NAME: _____________________________________________________________________________

BUSINESS ADDRESS: __________________________________________________________________________

BUSINESS TELEPHONE: ______________________  FAX NUMBER: ____________________

EMAIL ADDRESS: _________________________CELLULAR TELEPHONE NUMBER: _____________________

FEIN/SSN: _____________________________

AUTHORIZED SIGNATURE: _________________________________

PRINT NAME: ____________________________TITLE: _______________________________DATE:__________

Subscribed to and sworn before me this day of , 2018.

My commission expires: _________________________

________________________________________________________________________

Notary Public Signature Notary Seal

* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.

** If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

*** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

*** If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

***** In the event that this Signature Page is signed by any persons other than the President and Secretary, attach either a certified copy of the corporate by-laws, a resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.
8.0 CONFLICT OF INTEREST DISCLOSURE AND NON-COLLUSION FORM

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

RFP #: ____________________________   DATE: ______________________

CONFLICT OF INTEREST DISCLOSURE

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

VENDOR CONFLICT OF INTEREST DISCLOSURE

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

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

Vendor Printed Name: _______________________   Title:_________________________________

Signature: _____________________________________   Date:   ____________________

NON-COLLUSION STATEMENT

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

Owners/Principal(s)

Company Name: ______________________________        Name(s)/Title(s): ________________________

Vendor Address: ______________________________ City, State, Zip:  _____________________

Phone Number: ______________________________ Fax Number: ______________________________

Email Address: ______________________________

Signature

Respondent/Company Official:  ______________________________ Date:  ______________________