1. **SUBJECT**

   Enterprise Video/Video Content Management Platform

2. **REASON FOR CONSIDERATION**

   Contracts exceeding the statutory limit of $25,000 must be approved by the Board of Trustees.

3. **BACKGROUND INFORMATION**

   The College of DuPage recently issued a Request for Proposal to solicit a cloud-based Enterprise Video/Video Content Management Platform for the College. This system will store and provide galleries of audio, video, and image files. This platform will work both independently and within the context of our learning management system, Blackboard Learn 9.1. The focus of the system is on video for instructional purposes, marketing, live event video streaming, classroom lecture capture, and scheduled recording. The proposed solution will be accessible via a custom configurable interface/portal page with appropriate branding which will present viewers with a selection of videos/assets that could include promoted videos, news related videos, recorded lectures, and videos. The proposed solution includes training services, ongoing support services, and implementation services.

   A legal notice for a Request for Proposal (RFP # 2019-R0011) was published on December 19, 2018 in the Daily Herald; the RFP was also posted on the College of DuPage Purchasing website, and distributed to in-district Chambers of Commerce and to the College of DuPage Center for Entrepreneurship. Fifteen (15) vendors were directly solicited. Forty-six (46) vendors downloaded the RFP documents. A pre-proposal meeting was held on January 10, 2019 at 11:00 a.m. in the College of DuPage Purchasing Department Conference Room (BIC 1B03A). A public opening was held on January 23, 2019, at 10:00 a.m. in the College of DuPage Purchasing Department Conference Room (BIC 1B03A). The following individuals attended: Jacoby Radford (COD Purchasing Manager/Recorder), Susan Castellanos (COD Buyer/Facilitator) Craig Heavens (Programming Supervisor, Information Systems/Agent of the Board), Joe Miragliotta (COD Planning and Emerging Technology Manager).

   Four (4) proposals were received. Three (3) of the proposals were received after the specified RFP deadline. The proposals received from Media AMP, Panopto, and Ensemble Video were rejected and returned unopened. One (1) qualified proposal was received from Yuja, Inc. No women/minority-owned businesses submitted a proposal.
An evaluation committee consisting of the following seven (7) employees assessed the submitted proposal:

Laurette Jorgensen, Director, Marketing & Creative Services
Susan Landers – Manager, Learning Technologies
James Nocera – Manager, Multimedia Services
Elmir Husetovic - Lead Video System Engineer, Multimedia Services
Keith Zetz – Manager, Office & Classroom Technologies
Tim Sweeney - Instructional Technologist, Learning Technologies
Christopher Gekas - Multimedia Developer/Producer, Multimedia Services

The proposal response, an in-depth product demonstration, and responses from references were evaluated by each member based upon criteria set forth in the RFP; the scoring matrix below reflects the averages of all individual scores on a 10-point scale:

<table>
<thead>
<tr>
<th>Yuja Inc.</th>
<th>Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vendor qualifications</td>
<td>8.000</td>
</tr>
<tr>
<td>General system information</td>
<td>8.000</td>
</tr>
<tr>
<td>Administrative Capabilities</td>
<td>8.000</td>
</tr>
<tr>
<td>Detailed Technical Functions</td>
<td>8.200</td>
</tr>
<tr>
<td>Cost Proposal</td>
<td>8.600</td>
</tr>
<tr>
<td>References</td>
<td>8.700</td>
</tr>
</tbody>
</table>

The proposed solution includes:
- Enterprise LMS (Blackboard) integration
- Video quizzes and polling
- Unlimited redundant cloud hosted storage for media
- High performance globally available video streaming
- AI powered auto captioning and transcription
- Software based lecture and video capture
- In-browser capture and annotation
- Media management
- Mobile apps
- Enterprise single sign-on
- User support via phone or email
- Data migration services
- Implementation services

After careful consideration, the evaluation committee unanimously agreed to proceed with a recommendation of Yuja, Inc.'s solution for the Enterprise Video/Video Content Management Platform RFP.
Budget Status

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>01-90-90111-5304004</td>
<td>$656,766</td>
<td>$2,030,499</td>
<td>$1,290,512</td>
<td>$739,987</td>
</tr>
<tr>
<td><em>IT Plan: IT Maintenance Services</em></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FY2019 Request</td>
<td>$30,895</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Future Commitments (FY2020-23)</td>
<td>$123,580</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total Request</td>
<td>$154,475</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*YTD Spend equals actuals plus committed as of 3/5/19.

This contract supports the Strategic Long Range Plan Goal # 8 – Maintaining, improving, and developing structures, systems, and facilities necessary for the delivery of high quality education and meaningful cultural events.

This purchase complies with State Statute, Board Policy and Administrative Procedures.

4. **RECOMMENDATION**

That the Board of Trustees approves a five (5) year contract with an annual fee of $30,895 from Yuja, Inc., 84 W Santa Clara St #690, San Jose, CA 95113 for a five-year expenditure of $154,475.

Staff Contact: Donna Berliner, Director, Information Technology Services
Ellen Roberts, Interim Vice President, Administrative Affairs
BOARD APPROVAL

SIGNATURE PAGE FOR

Enterprise Video/Video Content Management Platform

ITEM(S) ON REQUEST

That the Board of Trustees approves a five (5) year contract with an annual fee of $30,895 from Yuja, Inc., 84 W Santa Clara St #690, San Jose, CA 95113 for a five-year expenditure of $154,475.

March 8, 2019
BOARD CHAIR

Christine M. Ferne
BOARD SECRETARY

March 21, 2019
DATE

March 21, 2019
DATE
2019 – R0011 ENTERPRISE VIDEO/VIDEO CONTENT MANAGEMENT PLATFORM

ADDENDUM # 2

January 16, 2019

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

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

For which Proposals are scheduled to be received on January 23, 2019 no later than 10:00 a.m., Central Time.

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

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

Section I. Questions and Responses

Below are the questions and responses to the RFP specifications:

<table>
<thead>
<tr>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. How much storage space is desired by the college in the video platform?</td>
<td>This is difficult to determine at this time based on disparate use of multiple systems. The College has not defined an amount. The vendor should provide an adequate amount based on the information provided in the RFP. Any additional storage costs should be outlined in the cost section.</td>
</tr>
<tr>
<td>2. Please describe the use case for Broadband Capture (C.17.G)</td>
<td>Please disregard this item 3.C.17.g on page 17 of the RFP.</td>
</tr>
<tr>
<td><strong>Question</strong></td>
<td><strong>Response</strong></td>
</tr>
<tr>
<td>--------------</td>
<td>--------------</td>
</tr>
<tr>
<td>3. Could you provide some expectation for the utilization of the Lecture Capture vs the Marketing use case described in the RFP. Which set of functionalities has more weight?</td>
<td>That would be difficult to estimate at this time. The institution has a need for both use cases. As systems are introduced we typically see use and adoption rates rise.</td>
</tr>
<tr>
<td>4. Are your plans and or use cases for Zoom for live conferencing, and Wowza server going to remain in place? Or are you looking for full functional replacement of those solutions through this RFP?</td>
<td>Currently we see both services potentially remaining in place, if the provided solution can meet or exceed the capabilities of those services in a cost effective manner, then a migration may be contemplated.</td>
</tr>
<tr>
<td>5. Will you consider a solution that does not provide live streaming?</td>
<td>Vendors should respond completely with the capabilities of their offerings with regard to this item and an evaluation will be made based upon the information provided.</td>
</tr>
<tr>
<td>6. Will you consider a solution that does not provide DRM wrapping or digital ad insertion?</td>
<td>Vendors should respond completely with the capabilities of their offerings with regard to these items and an evaluation will be made based upon the information provided.</td>
</tr>
<tr>
<td>7. What kind of file formats are you currently using? Ex JPEG?</td>
<td>The predominate use is currently MP4, MP3, JPEG, FLV, PDF, PNG, and TIFF. Section 3.C.1 asks that the offerors provide a complete list of file formats supported.</td>
</tr>
<tr>
<td>8. What is the average file size?</td>
<td>This is difficult to determine at this time based on disparate use of multiple systems. We have seen files sizes from 25mb to several GB for our longer format productions.</td>
</tr>
<tr>
<td>9. Do you want the codec embedded in the browser or a local player?</td>
<td>There may be a need for both options. Vendors should respond completely with the capabilities of their offerings and an evaluation will be made based upon the information provided.</td>
</tr>
<tr>
<td>10. Do you want to integrate API through Blackboard?</td>
<td>Preferred integration to Blackboard would be using either the Blackboard REST API or an LTI integration.</td>
</tr>
<tr>
<td>11. Are you expecting file expansion?</td>
<td>As systems are introduced, we typically see use and adoption rates rise. This would typically lead to an expansion of capacity needs.</td>
</tr>
<tr>
<td>12. Would you like to remove old files or archive?</td>
<td>Vendors should respond completely with the capabilities of their offerings with regard to file management and an evaluation will be made based upon the information provided.</td>
</tr>
<tr>
<td>13. Will a decision be made strictly through the committee or will there be a shortlist, then decision?</td>
<td>Decisions of the evaluation committee will be made based upon the written RFP responses along with the potential of system demonstration to identify usability and clarification of written responses.</td>
</tr>
<tr>
<td>Question</td>
<td>Response</td>
</tr>
<tr>
<td>-------------------------------------------------------------------------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>14. Will there be onsite or online demos required.</td>
<td>The college reserves the right to request demonstrations of the products being offered.</td>
</tr>
<tr>
<td>15. Will vendors be able to see who responded?</td>
<td>The list of respondents will be public once the Proposal has been Board Approved.</td>
</tr>
<tr>
<td>16. Will pricing be made public?</td>
<td>The total cost will be public once the Proposal has been Board Approved.</td>
</tr>
<tr>
<td>17. What is the implementation timeframe?</td>
<td>The vendor should be proposing a realistic project plan. The College would like to have things in place for the start of the Fall 2019 term.</td>
</tr>
</tbody>
</table>
This signed Addendum is required to be returned with your Proposal no later than the due date set forth for this RFP. If you have already submitted your Proposal, please submit this signed form via email to purchasing@cod.edu.

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 proposal will not be accepted.**

**SECTION IV: 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 proposal, please sign this addendum and include with your proposal.
2. If you have already submitted your proposal, 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 proposal.

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

I HAVE RECEIVED THIS ADDENDUM #________

Company Name: ____________________________________________
Address: __________________________________________________
Authorized Signature: ________________________________________
2019 – R0011 ENTERPRISE VIDEO/VIDEO CONTENT MANAGEMENT PLATFORM

ADDENDUM # 1

January 7, 2019

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

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

For which Proposals are scheduled to be received on January 23, 2019 no later than 10:00 a.m., Central Time.

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

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

Section I. Notification

The College will hold a Pre-Preproposal Conference at the College of DuPage, Glen Ellyn Campus, 425 Fawell Blvd, Berg Instructional Center, Room 1B03A, Glen Ellyn, IL at 11:00 a.m. on Thursday, January 10, 2019.

All parties interested in responding to this RFP are urged to attend in person, however a teleconference number will be provided for those unable to attend in person. The teleconference call in phone number is:

Toll free conference number: 888-557-8511

To obtain the access code, interested parties must notify the Purchasing Department by email at purchasing@cod.edu by 2:00 PM on January 9, 2019. The email request must include the names, titles, email address and phone number of each attendee, and indicate whether the attendee is participating in person or via teleconference.
Section II. Revisions

1. The Proposal Issued Date change:
The issue date incorrectly reads:
Proposal Issue Date: December 21, 2018

Change To:
Proposal Issue Date: December 19, 2018

Section III. Questions and Responses

Below are the questions and responses to the RFP specifications:

Question #1: Whether companies from Outside USA can apply for this (like from India or Canada)?
Response #1: Yes

Question #2: Whether we need to come over there for meetings?
Response #2: Yes, the College may require onsite meetings with the vendor. A vendor would need to be able to demonstrate their solution and deliver the appropriate implementation consulting and training services. Face to face, meetings are preferred.

Question #3: Can we perform the tasks (related to RFP) outside USA (like, from India or Canada)?
Response #3: It beneficial to have direct coordination between the College team and the vendor.

Question #4: Can we submit the proposals via email?
Response #4: No.
This signed Addendum is required to be returned with your Proposal no later than the due date set forth for this RFP. If you have already submitted your Proposal, please submit this signed form via email to purchasing@cod.edu.

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 proposal will not be accepted.

SECTION IV: 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 proposal, please sign this addendum and include with your proposal.
2. If you have already submitted your proposal, 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 proposal.

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

I HAVE RECEIVED THIS ADDENDUM #________

Company Name: ____________________________________________
Address: __________________________________________________
Authorized Signature: ________________________________________
COMMUNITY COLLEGE DISTRICT NO. 502

REQUEST FOR PROPOSAL

ENTERPRISE VIDEO/VIDEO CONTENT MANAGEMENT PLATFORM

RFP NUMBER: 2019-R0011

PROPOSALS DUE: Wednesday, January 23, 2019 at 10:00 a.m. Central Time

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

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

Issue Date: December 21, 2018

ISSUED BY THE COLLEGE OF DUPAGE PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL

Proposals for Enterprise Video/Video Content Management Platform for College of DuPage, RFP Number 2019-R0011, 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 10:00 a.m. Central Time, Wednesday, January 23, 2019, 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-R0011

The College of DuPage is accepting Proposals for Enterprise Video/Video Content Management Platform for College of DuPage. The RFP documents may be downloaded from the Purchasing Website at: www.cod.edu/about/purchasing/requests/ by clicking on the link for this RFP and following the instructions.

Responses are due to the Purchasing Department no later than 10:00 a.m. Central Time, Wednesday, January 23, 2019 at which time the Respondents names will be read publicly.

A pre-proposal conference is scheduled for Thursday, January 10, 2019 at 11:00 a.m. in the Berg Instructional Center (BIC) 1B03A at 425 Fawell Blvd, Glen Ellyn IL 60137. 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/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 – 12/21/2018
- Pre-Submittal Conference – 1/10/2019 by 11:00 a.m. Central Time
- Questions Due – 1/14/2019 at 12:00 p.m. Central Time
- Proposals Due – 1/23/2019 at 10:00 a.m. Central Time
- Target Board Approval Date – 3/21/2019
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/](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. **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. PRE-PROPOSAL CONFERENCE

The College will hold a Pre-Preproposal Conference at the College of DuPage, Glen Ellyn Campus, 425 Fawell Blvd, Berg Instructional Center, Room 1B03A, Glen Ellyn, IL at 11:00 a.m. on Thursday, January 10, 2019. All parties interested in responding to this RFP are urged to attend in person.

2.4. 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 Monday, December 14, 2019 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.

2.5. PROPOSAL DEADLINE AND SUBMISSION

To be assured of consideration, Proposals must be received by the College of DuPage in the College’s in Purchasing Department, BIC-1B03, no later than 10:00 a.m. Central Time on Wednesday, January 23, 2019. 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:
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 **Enterprise Video/Video Content Management Platform for College of DuPage**
2019-R0011
Due: Wednesday, January 23, 2019
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 ............</td>
<td>8</td>
</tr>
<tr>
<td>search PDF format.</td>
<td></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.

2.6. **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:**
2.7. 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.

2.8. 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.

2.9. 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.

2.10. 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.

2.11. 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.

2.12. 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 SCOPE OF SERVICE

3.1. SCOPE OF SERVICE

The College of DuPage seeks a cloud-based Enterprise Video/Video Content Management Platform. This system will store and provide galleries/channels of audio, video and image files in as many formats as possible with the media assets stored in the cloud. This system will act as the central hub for video content, still images, and potentially other digital assets produced by any number of sources. This platform will serve both independently and within the context of our Learning Management System (Blackboard Learn 9.1 on premise). Our focus is on video for instructional purposes, marketing, live event video streaming, classroom lecture capture, and scheduled recording. The proposed solution should be flexible and scalable. Our vision is to replace the use of disparate systems (YouTube, Vimeo, Dropbox, Google drive, etc.) for content, with one centrally supported and maintained system along with the other needs stated above. The proposed solution should be available to all College constituencies, accessible via a custom fully configurable interface/portal page with appropriate branding which will present them with a selection of videos/assets that could include promoted videos, news related videos, recorded lectures and videos targeted towards their constituency. Constituencies include: the general public, current students, prospective students, staff, faculty, administrators, and campus law enforcement officers. The user interface and organization of the content should be modern and clean. The proposed must include training services, ongoing support services, and implementation services.

3.2. INSTITUTIONAL BACKGROUND AND OVERVIEW

Established in 1965, the College of DuPage has aimed to be a center for excellence in teaching, learning, and cultural experiences by providing accessible, affordable, and comprehensive education. Under this mission, the College has grown in breadth and stature to take its place as one of the nation’s finest community colleges and amongst the State of Illinois’ public colleges and universities, the College of DuPage, with more than 25,000 students (13,700 FTE’s), encompassing 5 campuses within DuPage County, is the second largest provider of undergraduate education in the State of Illinois, after University of Illinois at Urbana-Champaign. The College offers 9 Associate Degrees and over 170 certification programs in more than 50 areas of study, and employs 2,174 Faculty, staff and administrators.

3.3. INSTITUTIONAL TECHNICAL ENVIRONMENT

The current College environment consists of but not limited to the following areas:

1. The College’s Enterprise Resource Planning (ERP) Student Information System of record is Ellucian Colleague running on premises in a Microsoft Server and Microsoft SQL environment.
2. The College’s Learning Management System (LMS) is Blackboard Learn 9.1 running on premises.
3. The College’s academic collaboration platform within the Blackboard Learn 9.1 environment is Blackboard Collaborate.
4. Offers more than 3,500 course sections each semester that often feature video/image selections.
5. The College currently utilizes a Wowza streaming and media encoding platform and has the ability to do cross-platform publishing (YouTube, Facebook, Instagram, etc.).
6. Hosts over 2000 videos on YouTube and the college’s Wowza streaming server, many of these are served via embedded links in Blackboard, email web links and news articles.
7. The College currently utilizes the OmniUpdate Web Content Management system to locally host its Web presence (www.cod.edu).
8. The College currently utilizes the Zoom Video Conferencing Platform.
9. Ellucian’s Colleague integrates with Blackboard Learn and student portal software through their Integrated Learning Platform (ILP) product.
10. Exercises two 1GB connection to the Internet divided equally between two providers – Comcast and the Illinois Century Network.
11. Operates a VMWare environment running Microsoft products. The College’s operating system preference is Microsoft Windows 2012 R2 or newer, and the College’s database preference is Microsoft SQL 2012 or newer.
13. Faculty and Staff use an on premise Exchange environment.
14. Students utilize Office 365 for Education.

3.4. TERM OF SERVICES

The College anticipates an initial contract term of three (3) years, with (2) two additional one (1) year renewal options

END OF SECTION
4.0 PROPOSAL SUBMISSION

4.1. PROPOSAL CONTENT AND FORMAT

The Proposals must be prepared on 8½” X 11” letter size paper (preferably recycled), printed double-sided, and bound on the long side. The College encourages using reusable, recycled, recyclable and chlorine free printed materials for bids, proposal, reports and other documents prepared in connection with this solicitation. Expensive papers and bindings are discouraged, as no materials will be returned. Respondent must submit a hardcopy original Proposal with all exhibits in sealed envelope. The original documents must be clearly marked as “ORIGINAL,” and must bear the original signature of Respondent’s authorized signatory that can bind their organization to all commitments outlined in the Proposal on all documents requiring a signature. The Respondent must submit:

- one (1) original of the completed RFP
- one (1) duplicate copies of the completed RFP, and
- eight (8) flash drives containing all documents in a searchable format.

Each Respondent shall provide a complete and thorough response to enable the College to determine which Respondent is best able to meet all of the criteria which are to be considered in the award of this purchase. Respondent must enclose all documents in sealed envelopes or boxes. To be considered responsive to this RFP, Respondent’s proposal will be structured in accordance with the following proposal format and outline of all materials in its proposal.

Sections should be separated by labeled tabs and organized set forth in this Section 4.1 - Proposal Content and Format in the order shown. 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:

**Tab 1: Required Forms**

Include the following:

- Complete - Documentation needing initialing per Section 2.0
- Complete - Section 6.0 Certifications
- Complete - Section 7.0 Signature Page
- Complete - Section 8.0 Conflict of Interest Disclosure and Non-Collusion Form
- Complete – Any issued addenda, signed (if applicable)

**Tab 2: Executive Summary**

Include the following:

- **Cover Letter**
  
  Submit a cover letter signed by an authorized representative of Respondent committing Respondent to provide the services as described in this RFP in accordance with the terms and conditions of any contract awarded pursuant to the RFP process.

- **General information**
  
  Name of company, primary contact person, address, email address, and telephone and fax number of the firm.

- **Provide answers to the following questions:**
  1. How long has your firm been in business?
  2. How many Higher education active clients are you currently serving in the proposed capacity? Of these active clients, how many are newly signed, in the design phase, in early implementation, or established users employing all product features?
3. What is the planned growth trajectory for your organization? How many clients have been added in the past six months? In the past year?
4. Given planned growth, does your firm have sufficient existing capacity?
5. What is the client retention rate?
6. What is the current utilization of your offerings by the current Higher Education client base? For example, are most institutions using all features of the product offering across the institution? Or are select modules/components by the institution?
7. Provide an overview of the offerings when first developed and launched. If applicable, provide a comparison to show the evolution of the system and its usage?
8. What are the planned system enhancements/roadmap in the next 30, 60, 90 days and beyond?
9. What implementation services does your firm offer?
10. Would a contracted institution have a dedicated consultant(s) or implementation team?
11. Detail the ways in which your partner institutions are collaborating with each other and learning from each other regarding the use of your product.
13. Provide a copy of your current VPAT document.

**Tab 3: Functional Responses**

Submit completed information detailing the following:

A. General System Information
   1. Describe in detail your proposed solution, integrations and available modules or extensions.
   2. Describe and diagram your architecture for hosted environment solution.
   3. Describe your current backup/business continuity/disaster recovery plan which is in place in order to ensure a customer’s uninterrupted service.
   4. Describe a customer’s exit strategy and how all assets are provided back to the customer if your service is no longer contracted.
   5. Describe any Single Sign On (SSO) integrations and methods of your platform.
   6. Describe your architecture and supported devices and options for providing a software, hardware, or appliance based solution to support classroom lecture capture.
   7. Describe any current integrations with an on premises Blackboard Learn 9.1 LMS environment.
   8. Describe Faculty, student, and administrator capabilities and functions of your system within the Blackboard Learn 9.1 environment.
   9. Provide data on simultaneous user connection capacity
   10. If an option, describe and diagram your self-hosted (on premises) environment, server platform and system requirements.
   11. Describe in detail for the primary user interface how your system operates and accomplishes the items you have detailed in item #1 above with respect to transcoding, storage and delivery methods.
   12. In the area of Media Management, describe the ability to create any number of independent video libraries, playlists, video channels and use of various media file formats.
   13. What platforms and devices does your product play the media assets on? (Include Web browsers, media players, plug-in requirements, mobile devices, operating systems, etc.)
   14. Describe any network and bandwidth requirements.
   15. Provide current availability statistics for the past 6 months, 12 months and 3 years.
   16. Identify any current Service level Agreements (SLA’s) with regard to availability for all components of your proposed solution.
   17. Please describe your product’s:
      a. Standard Reports
      b. Customizable Reports
      c. Metrics vs Analytics Reporting and/or Dashboards

B. Administrative Functionality
   The administrative portal should support a rich suite of upload, download and viewing functionality, along with the management of user accounts, roles and privileges, including separate categories
for student, faculty, staff and admin upload, download, viewing, sharing permissions. Due to student privacy concerns some videos uploaded by students must include a level of protection so that only their instructors can view these videos and the students will need the ability to view them both in their office and off campus. As these videos will need to be organized by both class section and instructor the file organization system should be intuitive for the instructor and invisible to the student.

1. Describe in detail for the primary user interface how your system operates and accomplishes the above scenario.
2. Describe in detail for the Blackboard user interface how your system operates and accomplishes the above scenario.

C. Detailed Technical Information
1. Provide a list of all the standard video types (file formats) that the system supports.
2. Provide a list of all the standard image types (file formats) that the system supports.
3. Provide a list of all transcoding bit rates and formats that are supported
4. Describe how robust metadata is added to digital assets and how that metadata can be searched in locating assets both in the native user interface and any interface supported in the Blackboard environment.
5. Describe how the integrated media player will allow for customizable branding, audio description, descriptive video, closed captioning, and support a variety of captioning formats.
6. Describe how the system can work with the College’s Wowza streaming and media encoding platform and have the ability to do cross-platform publishing (YouTube, Facebook, Instagram, etc.) if required.
7. State if the system is extendable and interoperable with the existing OmniUpdate Web CMS (API calls, Services Oriented Architecture, web services, 3rd party tools) for the purpose of embedding a streaming player into specific pages of the College’s website.
8. Describe any basic editing functions that can be made available to users.
9. Describe any real-time collaboration features within your offering.
10. Describe any content sharing features within your offering.
11. Describe any in video annotation or quizzing capabilities within your offering.
12. Describe the methods for live, on-demand captioning, live transcription services and audio descriptions that are available within the proposal.
13. Describe how your offering can meet the needs of consistent performance and architecture to handle higher education “peak seasons” during the semesters and how the system may be load balanced for performance.
14. Describe your offering’s functionality around the areas of the creation of playlists, categories, and dedicated video channels.
15. Third-Party Systems: Please describe any third-party systems the platform will have to integrate with.
16. DRM Servers, will the system support DRM servers should the college deploy the technology in the future?
17. CMS / Workflow: For each feature below, please describe if your offering provides this function, or if the responder’s solution should integrate with another vendor:
   a. Ingest and distribution workflow for:
   b. Assets for content (video) delivery
   c. Descriptive metadata for transformation for delivery to various platforms
   d. Transcoding (including profile creation)
   e. Video encryption
   f. Image sizing by delivery platform
   g. Broadband capture
   h. DRM wrapping
   i. Digital ad insertion marking
   j. Subtitles
   k. Previews
   l. Descriptive content w/ multiple versions by device
   m. Localization
   n. Workflow rules
ob. Metadata customization and presentation, including editorial control of featured content
p. Help content
q. Personalization (e.g., history, watch lists, etc.)
r. Origin server
18. Content Rules Management: Please describe how your solution handles the following features.
a. Content restrictions
b. User and device entitlements
c. User and device authorization
d. DRM & license enforcement
e. Admin rules
f. Dashboards
g. Admin alerts
h. Subscriber management
i. User history and profiles
j. Social media integration
k. Opt-in/out
l. Distribution / CDNs
19. Video Players: Please describe the provided solution, and the ability to support:
a. Live and On-Demand Video
b. HD Resolutions
c. Streaming protocols
d. Bitrate adaptability
e. Closed Captioning
f. Link to specific time/clip
g. Keyboard controls on the desktop web
h. Player customization including HTML5 players
20. Describe desktop and mobile web support for the following platforms:
a. Desktop platforms
b. iOS (iPhone and iPad)
c. Android (handheld and tablet)
d. Windows mobile (handheld and tablet)

D. Implementation and Training Services
1. Indicate if the training is remote or performed onsite.
2. A description of training for the products and services being offered.
3. Define support as how issues are reported, tracked, and resolved, along with providing appropriate fixes and upgrades to products and services.
4. The points of contact for support and escalation if incidents are not resolved.
5. A project plan detailing how the implementation will be handled.
6. Comprehensive plan detailing ongoing maintenance and upgrade processes and schedules.

Tab 4: References

Provide a minimum of six (6) client references, which include Higher Education and/or Community Colleges/Systems of the approximate same size/makeup as College of DuPage. Include a minimum of three (3) references which are Blackboard Learn 9.1 customers
a. Indicate Number of years of providing services
b. Contact information: name, email address, phone number, address

Tab 5: Cost proposal

Respondent must provide an overview of the current licensing models available to Community Colleges, including a detailed explanation of the pricing structure for the proposed solution for the term of services described in Section 3.4, include technology licensing fees, implementation, training, and ongoing support fees. Identify any other software modules available that would provide a benefit to be considered in tandem with the key goals of this project. Any additional proposed solutions are
required to have detailed pricing information. The cost proposal must include fees during the optional terms of the contract.

1. Define in detail the amount of hosted storage provisioned in your proposal and any costs associated with incremental increases in the College’s storage allocation.
2. Define in detail any egress/access (upload and/or download) charges associated with your proposal and any costs associated with incremental increases in the College’s usage.
3. The pricing must include any discount offered for multiyear agreements as well as any fees not listed here. The pricing must also include any and all incremental escalation of fees over the proposed term.

Travel fees/expenses to Glen Ellyn Illinois must be included if any on site presence is required.

**Tab 6: Business Enterprise Program**

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

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

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

**4.2. PROPOSAL EVALUATION**

The Proposals will be evaluated by members of the Marketing and Student Services departments. 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 following criteria will be used in the evaluation of all proposals (not necessarily listed in order of importance).

1. Vendor qualifications
2. General system information
3. Administrative Capabilities
4. Detailed Technical Functions
5. Cost Proposal
6. References

The College reserves the right to determine the definition and weight given to each of these qualifying variables.

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 may choose to invite a subset of responders to participate in on-site demonstrations or online Webinar format activities. The purpose of these activities would be to clarify information
presented in the written RFP responses. These demonstrations/webinars will be of no cost to the College.

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

In accordance with the requirements of the RFP, the College may negotiate final terms, conditions and fees with the successful Respondent. If terms and conditions cannot be agreed upon, the College reserves the right to terminate the award and begin negotiations with the next highest ranked Respondent.

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.

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

Contract Goal to be Achieved by Vendor: This solicitation includes 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.
The Utilization Plan and Letter of Intent must be sealed and submitted with Proposal.

(Vendor) submits the following Utilization Plan as part of our bid or offer in accordance with the requirements of the BEP Program Status and Participation section of the solicitation for Enterprise Video/Video Content Management Platform for College of DuPage, RFP Number 2019-R0011. 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. ___________

Signature
Respondent/Company Official:  _______________________________Date:  _________________________
7.0 SIGNATURE PAGE

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

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

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

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

BUSINESS NAME: _____________________________________________________________________________

BUSINESS ADDRESS: __________________________________________________________________________

BUSINESS TELEPHONE: ______________________  FAX NUMBER: ______________________

EMAIL ADDRESS: _________________________  CELLULAR TELEPHONE NUMBER: _________________________

FEIN/SSN: ________________________________

AUTHORIZED SIGNATURE: _______________________________

PRINT NAME: ______________________ TITLE: ______________________ DATE: __________

Subscribed to and sworn before me this day of , 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: ______________________