

**COLLEGE OF DUPAGE  
REGULAR BOARD MEETING**

**BOARD APPROVAL**

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**1. SUBJECT**

Interpreting Services for the Hearing Impaired

**2. REASON FOR CONSIDERATION**

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

**3. BACKGROUND INFORMATION**

The College is mandated by law (Section 504 of the Rehabilitation Act of 1973 and Americans with Disabilities Act) to provide reasonable accommodations for students with disabilities. Due to the number of deaf students taking classes, occasionally it is necessary to contract with an agency to fill interpreting requests. Currently, we have a limited number of sign language interpreters on staff who hold part-time temporary positions. The current staff cannot accommodate the increased number of deaf students. It is difficult to accurately predict the number of students that will be taking classes each term and the number of hours of interpreting required.

Sign Language interpreters facilitate communication between hearing individuals and the Deaf or hard-of-hearing. They are a crucial communication tool utilized by all people involved in a communication setting. Interpreters must be able to listen to another person's words, inflections and intent and simultaneously render them into the visual language of signs. The interpreter must also be able to comprehend the signs, inflections and intent of the deaf consumer and simultaneously speak them in articulate, appropriate English.

Interpreters are assigned when deaf and hard of hearing students, staff or community members make a request. Students are approved for accommodations at their in-take appointment with an Accommodations Specialist. Interpreters are assigned to community members for events sponsored by the College upon request. We start with our own internal interpreters to fill requests. However, some situations require that we reach out to the agency.

We have had \$125,000 budgeted for agency interpreters the past 3 years.

FY '17 (Fall 2016, Spring 2017, Summer 2017) we spent \$114,121.50

FY '18 (Fall 2017, Spring 2018, Summer 2018) we spent \$70,494.76

FY '19 (Fall 2018, Spring 2019 (so far) we spent \$90,051.50

There is some funding available through the Perkins Grant for students enrolled in occupational / vocational programs.

A legal notice for a Request for Proposal (RFP # 2019-R0017) was published on February 12, 2019 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. Ten (10) vendors were directly solicited. Eighteen (18) vendors downloaded the RFP documents. A pre-proposal meeting was held on February 21, 2019 at 3:00 p.m. in the College of DuPage Purchasing Department Conference Room (BIC 1B03A). A public opening was held on March 8, 2019, at 3:00 p.m. in the College of DuPage Purchasing Department Conference Room (BIC 1B03A).

The following individuals were in attendance: John McGarry (COD Buyer/Facilitator), Anne Marie Dando (COD Purchasing Assistant/Recorder), Jacoby Radford (COD Purchasing Manager), and Eugene Refakes (COD Manager, Accounting Operations & Financial Systems/Agent of the Board). Eight (8) proposals were received. Two (2) women/minority owned businesses submitted proposals.

Four (4) respondents did not submit a complete proposal response and were rejected as non-responsive to the proposal submission requirements, due to incomplete required forms.

An evaluation committee consisting of the following six (6) employees assessed the submitted proposals.

- Jacqueline Reuland, Manager, Access & Accommodations
- Sheryl Ebersold, Accommodations Specialist
- Michael Duggen, Counselor, Students With Disabilities
- Steve Gustis, Manager, Career Services
- Chuck Steele, Manager, Student Life
- Jeanette Johnson, Administrative Assistant/Interpreter Coordinator

The proposal response, 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:

2019-R0017 Interpreting Services	Evaluation Criteria Categories												Evaluation Results		
	Hourly Rate		Capability to meet or exceed requirements		References		Number of interpreters in the area		Firm Resources/Staff Team		On-line scheduling system				
	20% weight		20% weight		10% weight		20% weight		10% weight		20% weight		Total is 100% weight		
Firm Name	Score 1 - 10	Weighted Score	Score 1 - 10	Weighted Score	Score 1 - 10	Weighted Score	Score 1 - 10	Weighted Score	Score 1 - 10	Weighted Score	Score 1 - 10	Weighted Score	Total Score	Total Weighted Score	Rank
Sorenson	40	8.00	40	8.00	12	1.20	43	8.60	42	4.20	52	10.40	229.00	40.40	2
Lester and Rosalie Anixter Center	45	9.00	53	10.60	19	1.90	58	11.60	48	4.80	53	10.60	276.00	48.50	1
Metaphrasis	36	7.20	34	6.80	10	1.00	34	6.80	45	4.50	51	10.20	210.00	36.50	4
Karasch	28	5.60	34	6.80	18	1.80	38	7.60	48	4.80	45	9.00	211.00	35.60	3

### Budget Status

GL Account	FY2019		Proposed FY2020		
	YTD Spend		Annual Budget	YTD Spend	Available Balance
	0-30-00469-5302001	\$ 120,141	\$ 125,000	\$ -	\$ 125,000
<i>Access &amp; Accommodations: Consultants Exps.</i>					
<b>FY2020 Request</b> <u>\$ 75,000</u>					

*\*FY2020 Budget not yet adopted. YTD Spend as of 05/01/2019.*

This contract supports the Strategic Long Range Plan Goal #3. Student Centeredness – Methods of teaching that shift the focus of instruction from the teacher to the student: specifically, Objectives 3.1 Enhance and expand opportunities to support student learning needs, including helping students identify a course of study, recognize their specific goals and assist them to overcome their weaknesses, and 3.6 Ensure that current College policies and procedures lead to improved student outcomes.

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

### **4. RECOMMENDATION**

That the Board of Trustees approves a one (1) year contract for Interpreter Services for the Hearing Impaired, with an option to renew for two (2) additional years, to Lester and Rosalie Anixter Center, 6610 North Clark Street, Chicago, Illinois for an initial term amount not to exceed \$75,000.00.

Staff Contact: Sheryl Ebersold, Accommodations Specialist

**BOARD APPROVAL**

**SIGNATURE PAGE FOR**

Interpreting Services for the Hearing Impaired

**ITEM(S) ON REQUEST**

That the Board of Trustees approves a one (1) year contract for Interpreter Services for the Hearing Impaired, with an option to renew for two (2) additional years, to Lester and Rosalie Anixter Center, 6610 North Clark Street, Chicago, Illinois for an initial term amount not to exceed \$75,000.00.

Frank J. Capitan

BOARD CHAIR

5/16/19

DATE

Don Marshall

BOARD SECRETARY

5/16/19

DATE

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

## **2019-R0017 Interpreting Services for the Hearing Impaired**

### **ADDENDUM # 1**

**March 4, 2019**

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

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

**For which Proposals are scheduled to be received on March 8, 2019 no later than 03:00 p.m., Central Time.**

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

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

Below are clarifications to this proposal:

#### **Section I. Clarifications**

1. Who is the current vendor(s) for sign language interpreting services for deaf students?

**Response: Cairs.**

2. What is the current hourly rate paid under the current contract for interpreting services?

**Response: \$52**

3. Page 12, 3.1, Purpose: states that the contract is for deaf students. Is this contract solely for deaf students and not for deaf staff and deaf visitors to the college?

**Response: Predominately students enrolled in classes and staff and prospective students.**

4. Are the part-time college interpreters contractual or W-9 employees? If they are contractual is there any stipulation that they can or cannot work with an interpreting agency that is awarded this contract?

**Response: Our in-house interpreters are part time employees. If they work for the College, and an agency, they cannot accept work through the agency for us.**

5. Page 14, Section 3: Cost Proposal – provides an estimated number of units at 1,900. Is that 1,900 contact hours for the year or by semester? Does that number include any hours provided by the college's part-time interpreting staff or is that solely contracted out hours?

**Response: The estimated hours are per year for Respondents interpreting services.**

6. Standards of practice in the interpreting field include a 2-hour minimum for assignments. Does the college honor standards of practice to include paying a 2-hour minimum? Is the 1,900 hours given as the estimated number of hours for this contract include 2-hour minimums?

**Response: Yes. Yes.**

7. Standards of practice in the interpreting field include a 24-business hour cancellation notice. Not including Force Majeure (acts of God, natural disaster, acts of terrorism) if an assignment cancels with less than 24-business hours' notice then the assignment is billed as scheduled. Will the college honor standards of practice for a 24-business hour cancelation policy?

**Response: Yes.**

8. Page 13, Term of Service: states the term of the contract to be one year with an option to renew for 2 additional 1-year renewals. On page 12 Section 3, Cost Proposal – the RFP asks vendors to clarify if the rate would be more competitive if the college agreed to a multi-year contract. Are you asking vendors to justify the renewal options by offering a specific price structure in their response?

**Response: No.**

9. What is the biggest challenge faced by the college in providing interpreting services under the current contract?

**Response: When an assignment has been accepted and the interpreter gives back the job at the last minute.**

10. Is the iPad for remote interpretation?

**Response: No.**

11. What are your expectations for interpreters?

**Response: Expectations that the interpreters will arrive on time for all classes. That the interpreter will wait an appropriate amount of time for the student in case they are late. If there are issues in a class that the interpreter will let us know. That the interpreter will abide by the interpreters code of ethics.**

12. How many staff and interpreters do you have?

**Response: 10**

13. Will you need assistance for graduation?

**Response: No.**

14. How many students will need these services?

**Response: It varies by term. We have had up to 20+ students attending during a term.**

15. Should a BEP application number be included?

**Response: No.**

16. Regarding BEP, should we explain the steps even if we have a waiver?

**Response: Yes check all boxes that apply to your “Good Faith Efforts” to meet the participation goal.**

17. Would the College like a quote for production and close captioning?

**Response: Not at this time.**

18. Do you provide for visitors, instructors and students?

**Response: See response to Question 3.**

## **2019- R0017 Interpreting Services for the Hearing Impaired**

### **ADDENDUM # 1**

**March 4, 2019**

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

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

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

### **Section II. 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 sealed proposal.
2. If you have already submitted your proposal, please sign and return to the Purchasing office via email at [purchasing@cod.edu](mailto:purchasing@cod.edu) no later than the scheduled proposal deadline. We will make sure it accompanies your proposal.

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

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

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

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

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



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



**COMMUNITY COLLEGE DISTRICT NO. 502**

**REQUEST FOR PROPOSAL**

**RFP NUMBER: 2019-R0017**

**INTERPRETING SERVICES FOR THE HEARING IMPAIRED**

**PROPOSALS DUE: Friday, March 8, 2019 at 3:00 p.m. Central Time**

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

**SEND RESPONSES TO:**

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

**Issue Date:**

**February 12, 2019**

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



**Purchasing Department**

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

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

February 12, 2019

**REQUEST FOR PROPOSAL**

Proposals for **Interpreting Services for the Hearing Impaired for College of DuPage, RFP Number 2019-R0017**, 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 **3:00 p.m. Central Time, Friday, March 8, 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-R0017**

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

Responses are due to the Purchasing Department no later than **3:00 p.m. Central Time, Friday, March 8, 2019** at which time the Respondents names will be read publicly.

A pre-proposal conference is scheduled for **Thursday, February 21, 2019 at 3:00 p.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](mailto:purchasing@cod.edu) is the single point of contact for this RFP and is the only contact with whom you are allowed to communicate regarding this RFP. This person is an excellent source of information for any questions you may have.
3.  **Take advantage of the “question and answer” period.** Submit your questions to the Purchasing Department by the deadline noted in the RFP and view the answers given in the formal addenda issued for this RFP. All addenda issued for an RFP will be emailed to each company that downloaded the RFP documents from the College website, and will include all questions asked and answered concerning the RFP. Please ensure when downloading the RFP documents, you use a valid email address.
4.  **Do not alter, add to, or delete 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 – 2/12/2019
  - Pre-Submittal Conference – 2/21/2019 at 3:00 p.m. Central Time
  - Questions Due – 2/22/19 by 2:00 p.m. Central Time
  - Proposals Due – 3/8/2019 at 3:00 p.m. Central Time
  - Target Board Approval Date – 5/16/2019

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

### 1.4. PROPOSAL MODIFICATIONS

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

### 1.5. AWARD OF CONTRACT

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

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

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

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

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

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

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

#### **1.8. PAYMENT TERMS**

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

#### **1.9. PAYMENT REMITTANCE**

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

#### **1.10. TAX EXEMPTION**

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

#### **1.11. CASH BILLING DISCOUNTS**

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

#### **1.12. EQUAL EMPLOYMENT OPPORTUNITY**

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

### **1.13. HOLD HARMLESS CLAUSE**

Contractor shall indemnify, hold harmless and defend the College of DuPage, its officers, trustees, agents, servants, and employees, from and against any and all claims, lawsuits, demands, liabilities, and losses whatsoever occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with Contractor's performance of this agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the College of DuPage.

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

### **1.14. 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 solicitation, and follow the prompts to enter your information onto our vendor list and download the original documents. This will ensure your contact information is registered on our vendor list, and we can send you any addenda that may be issued. This website is the only official website for prospective 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 solicitation in general, with any College of DuPage trustee, employee, vendor, contractor or subcontractor, other than using the methods outlined in this RFP. Respondents are strictly forbidden from visiting the College's locations or approaching any College trustee, employee, vendor, contractor or subcontractor for any information related to this RFP without the direct knowledge and authorization in writing in advance from the Purchasing Manager or Buyer. Violation of these provisions may subject the respondent to immediate disqualification.

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

### **2.3. REQUESTS FOR INFORMATION/CLARIFICATION**

Respondents must communicate only with the Purchasing Department. If any firm submitting a response for this solicitation 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](mailto:purchasing@cod.edu) no later than **Friday, February 22, 2019 at 2:00 p.m. Central Time**. Questions for which answers are provided will be communicated to all registered recipients of RFP documents via addendum.

### **2.4. PROPOSAL DEADLINE AND SUBMISSION**

To be assured of consideration, **Proposals must be received by the College of DuPage in the College's in Purchasing Department, BIC-1B03, no later than 3:00 p.m. Central Time on Friday, March 8, 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:

Purchasing Manager

**Attn: 2019-R0017**

College of DuPage

425 Fawell Blvd

BIC Building - Room 1B03

Glen Ellyn, Illinois 60137

B. The sealed envelope and/or boxes submitted by the Respondent **MUST** carry the following information on the face of the envelope:

**Proposal Enclosed**

Request for Proposals (RFP) for **Interpreting Services for the Hearing Impaired for College of DuPage**

2019-R0017

Due: Friday, March 8, 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:

<b><u>Proposal Item</u></b>	<b><u>Quantity</u></b>
• Original Copy – Paper .....	1
• Duplicate Copy – Paper.....	1
• Electronic Copy - USB Flash drive containing all documents in .....	2
searchable PDF format.	

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

## **2.5. EXCEPTIONS**

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

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

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

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

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

## **2.6. ERROR IN PROPOSAL**

Where a Respondent claims to have made a mistake, such mistake must be called to the attention of the Purchasing Manager within twenty-four (24) hours after the opening of responses. Within forty-eight (48) hours of the advertised RFP deadline, Respondent shall submit to the College's designated Purchasing Manager original documentary evidence and a detailed explanation of how the mistake was made. Failure to conform to this requirement precludes the Respondent from withdrawing its response based upon a mistake. If such notice, proof and explanations have been tendered, and the Purchasing Manager is convinced that a bona fide mistake has been made, the Purchasing Manager may recommend to the Board

of Trustees that the Respondent be allowed to withdraw its response and recommend that the contract be awarded to the next responsible, responsive Respondent. If the Board determines by majority vote, that the Respondent has made a bona fide error, no award will be made upon such response.

## **2.7. WITHDRAWAL OF PROPOSALS**

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

## **2.8. NOTICES**

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

## **2.9. CONFIDENTIALITY**

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

## **2.10. RESPONDENT WARRANTIES**

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

## **2.11. CONSIDERATION OF RESPONSES**

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

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

## **END OF SECTION**

### **3.0 PROPOSAL SPECIFICATIONS**

#### **3.1 PURPOSE**

The College is mandated by law (Section 504 of the Rehabilitation Act of 1973) to provide reasonable accommodations for students with disabilities. Due to the number of hearing impaired students enrolled in classes each term, it is occasionally necessary to contract with an agency to fill interpreting requests.

To remain in compliance, the College must provide interpreting services for hearing impaired students on an as-needed basis. It is difficult to accurately predict the number of students that will be taking classes each term and the number of hours of interpreting that will be required. Hours can vary depending on the number hearing impaired students registered and the number of credit hours they are enrolled in.

The Center of Access and Accommodations has a limited number of part-time sign language interpreters on staff. Often, the need for interpreters will overlap and we are not able to provide an interpreter so we are obligated to secure an interpreter from an outside agency.

#### **3.2 SPECIFICATIONS/REQUIREMENTS**

Provide interpreting services for hearing impaired students on an as-needed basis.

The Manager of Center for Access and Accommodations at College of DuPage will make all requests (except for emergencies) in writing and will include the following information:

- Student name
- Class name (subject type and topic of assignment)
- Class location and room number
- Instructors name
- Day(s) of week
- Start and end dates
- Days that there are no classes
- Time duration of assignment (start and end times)
- Preferred minimum skill level and interpreting capability
- On-site contact person's name, address, and phone number
- Parking details

#### **3.3 COLLEGE REQUIREMENTS**

- Licensed Interpreters certified in sign language (RID, ISAS or equivalent) and registered with IDHHC.
- Must have an online scheduling system in which the College can monitor assignments and vacancies.
- Interpreters must be local.
- Must be an established firm, specializing in sign language interpreters.
- Contractor must promptly advise the College of last minute interpreter cancellations and make every attempt to fill the need of any cancellation. The replacement(s) must have equivalent or better qualifications. Repeated cancellations will be deemed a default of the contract.
- Assignments canceled when notice is provided by the College within two full business days will not incur a charge.
- It is preferred that an interpreter, once assigned, will continue with the student to avoid interruptions in their education.
- Agency person should be available to be reached by phone early morning and after hours if needed.
- Interpreter will wait 15 minutes for each 30 minutes of scheduled class time.
- Interpreter will check in with Access and Accommodations before they leave if the student is a no-show.
- Ability for Interpreter to accept a different assignment if their student cancels and there is a need for an interpreter.

- If the college cancels classes due to weather or other emergencies, the agency will not bill or be compensated.
- No portion of the contract may be assigned or subcontracted.

### **3.4 TERM OF SERVICES**

The term of the contract will be one year, with an option to renew for up to two additional one (1) year terms. The initial term of the is expected to begin July 1, 2019 through June 30, 2020, with an option for two (2) additional one (1) year renewals.

**END OF SECTION**

## 4.0 PROPOSAL REQUIREMENTS

### 4.1 PROPOSAL CONTENT AND FORMAT

Provide the following in your proposal. All Respondents shall submit one (1) original of the completed RFP, one (1) copies of the completed RFP, and two flash drives containing all documents, in a sealed envelope and shall deliver them to Purchasing Manager, Attn: 2019-R0017, College of DuPage, BIC Building - Room 1B03, 425 Fawell Blvd., Glen Ellyn, Illinois 60137 by the date and hour of the RFP deadline as shown in the legal advertisement.

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

#### Section 1: Required forms- Complete

- a. Documentation needing initialing per Section 2.0 Instructions to Respondents
- b. Section 5.0 Business Enterprises Program
- c. Section 6.0 Certifications
- d. Section 7.0 Signature Page
- e. Section 8.0 Conflict of Interest Disclosure and Non-Collusion Form
- f. Any issued addenda, signed (if applicable)

#### Section 2: Capabilities and Qualifications

Include the following:

- a. General information
  - Name of company, primary contact person, address, email address, and telephone and fax number of the firm.
  - Overview of your organization that includes: **i**) general information about your firm; **ii**) the size of the organization; **iii**) location of offices, years in business, **iv**) the number of interpreters in the tri-county area (DuPage, Kane, Cook) and the Metropolitan Chicago area.
- b. Provide a brief statement of qualifications/executive summary including an understanding of the College's intent and objectives and how your proposed plan will achieve those objectives as listed in Section 3.2 (Specifications/Requirements).
  - Describe in detail any value-added services, components, and/or deliverables that are offered.
- c. Provide evidence of 3-5 references. Clients from the higher education segment are preferred. Please include contact name, institution, and contact phone and email.

#### Section 3: Cost Proposal

- a. Proposal must thoroughly identify and explain the proposed pricing structure for each of the firm's services. The pricing structure should clearly identify the hourly rate charged for interpreting services and clarify if the rate would be more competitive if the College agreed to a multi-year contract.
- b. Proposal shall include travel time and costs within the hourly rate offered.

Unit of Measure	Estimated Number of Units	Year 1 Hourly Rate	(Option) Year 2 Hourly Rate	(Option) Year 3 Hourly Rate
Regular Business Hours (Monday through Friday, 7am - 8pm)	1,900			
Non-Business Hours (Monday through Friday, after 8pm)	350			

\*\*\* Total number of hours is an estimate only, and may vary, depending on student need.

\*\*\* Provide any other information you feel is relative to this RFP.

## **4.2 EVALUATION AND SELECTION PROCESS**

The College will appoint an Evaluation Committee whose responsibility will be to review all responses to this RFP. The College will consider the information provided in the response and the quality of that information when evaluating the Proposal. During the evaluation process, proposers may be requested to provide additional information and/or clarify contents of their proposal.

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

The Committee will review all responsive and responsible proposals based upon the criteria detailed herein. The selection process may include a request for additional data or oral presentations as deemed necessary by the College. The following criteria will be used in the evaluation of all proposals, not necessarily in level of importance:

<b>Evaluation Criteria</b>
Total Cost
Capability to Meet or Exceed Requirements
References (other Colleges/Schools preferred)
Number of Interpreters in the Area
Firm Resources/Staff Team
Online Scheduling System Capability (and COD's ability to monitor the status of the assignments)

After the evaluation, 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.

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

## **4.3 SELECTION OF AWARD**

### **A. Basis of Award**

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

### **B. Selection Process**

The award of the contract will be after the Evaluation Committee submits their Recommendation of Award of the selected Respondent(s) for approval by the College of DuPage Board of Trustees. The College of DuPage reserves the rights to award one (1) or more contracts to selected Respondent(s) and/or to reject any and all responses when the best interest of the College will be served thereby. The successful Respondent(s) will be notified by electronic mail that their Proposal has been accepted and that they have been awarded the contract after the approval by the College of DuPage Board of Trustees. Notification will also be posted on the College's Purchasing website at <http://www.cod.edu/about/purchasing/>. Failure to execute performance as per accepted Proposal may result in legal action by the College of DuPage to recover damages.

**END OF SECTION**

## 5.0 BUSINESS ENTERPRISE PROGRAM

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

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

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

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

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

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

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

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

3. **BEP Certified Vendor Locator References:** Vendor may consult CMS' BEP Vendor Directory at [www.sell2.illinois.gov/cms/business](http://www.sell2.illinois.gov/cms/business), as well as the directories of other certifying agencies, but firms **must be certified with CMS as BEP certified vendors at the time of bid or offer.**
4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the College deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subcontractor or supplier.
5. **Calculating BEP Certified Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all BEP certified vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by BEP certified vendors, by subcontractors or suppliers to such vendors, is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:
  - 5.1 The value of the work actually performed or goods/equipment provided by the BEP certified vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the BEP certified vendor, including supplies purchased or equipment leased by the BEP certified vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.
  - 5.2 A vendor shall count the portion of the total dollar value of the BEP contract equal to the distinct, clearly defined portion of the work of the contract that the BEP certified vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other BEP certified vendor. Work performed by the non- BEP certified party shall not be counted toward the goal. **Work that a BEP certified vendor subcontracts to a non-BEP certified vendor will not count towards the goal.**
  - 5.3 A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a BEP certified vendor manufacturer, BEP certified regular dealer, or BEP certified supplier. A Vendor shall count toward the goal the following expenditures to BEP certified vendors that are not manufacturers, regular dealers, or suppliers:
    - 5.3.1 The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by College to be reasonable and not excessive as compared with fees customarily allowed for similar services.
    - 5.3.2 The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the College to be reasonable and not excessive as compared with fees customarily allowed for similar services. The BEP certified vendor's trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
    - 5.3.3 The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the College to be reasonable and not excessive as compared with fees customarily allowed for similar services.

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

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

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

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

5.6 A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

6. **Good Faith Effort Procedures:** Vendor must submit Utilization Plans, subcontract documents, and/or Letters of Intent that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must document and explain within the Utilization Plan the good faith efforts it undertook to meet the goal. Utilization Plans are due at the time of and must be enclosed and sealed with the bid or offer submission. Copies of subcontract documents and/or Letters of Intent shall be due upon request.

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

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

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

- 7.3.** If it becomes necessary to substitute a BEP certified vendor or otherwise change the Utilization Plan, Vendor must notify the College in writing of the request to substitute a BEP certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The College shall notify the Council or its delegate of the request to substitute a BEP certified vendor or change the Utilization Plan. The College reserves the right to approve or deny a request for substitution or other change in the Utilization Plan.
- 7.4.** Where Vendor has established the basis for the substitution to the College's satisfaction, it must make good faith efforts to meet the contract goal by substituting a BEP certified vendor. Documentation of a replacement BEP certified vendor, or of good faith efforts to replace the BEP certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non- BEP certified vendor or Vendor may perform the work.
- 7.5.** If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the College to modify the Utilization Plan and must make good faith efforts to ensure that BEP certified vendors have a fair opportunity to submit a bid or offer on the new scope of work.
- 7.6.** A new BEP certified vendor agreement must be executed and submitted to the College within five business days of Vendor's receipt of the College's approval for the substitution or other change.
- 7.7.** Vendor shall maintain a record of all relevant data with respect to the utilization of BEP certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three years after the completion of the contract. Full access to these records shall be granted by Vendor upon 48 hours written demand by the College to any duly authorized representative thereof, or to any municipal, state or federal authorities. The College shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the BEP certified vendor and final payment to the BEP certified vendor by Vendor, but not later than 30 calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the BEP certified vendor under the contract.
- 7.8.** The College will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the BEP certified vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the College to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- 7.9.** The College reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

## UTILIZATION PLAN

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

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

of our bid or offer in accordance with the requirements of the BEP Program Status and Participation section of the solicitation for **Interpreting Services for the Hearing Impaired for College of DuPage, RFP Number 2019-R0017**. We understand that all subcontractors must be certified with the CMS BEP Program at the time of submission of all bids and offers. **We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.**

Vendor submits the following statement:

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

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

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

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

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

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

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

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

## 6.0 CERTIFICATIONS \*\*REQUIRED\*\*

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

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

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

Yes  No

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

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

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

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

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

Yes  No

G. Our company has an Equal Employment Opportunity and Affirmative Action Program which complies with Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and the Rehabilitation Act of 1973.

Yes  No

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

### ADVICE

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

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

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

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

Signature

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

## 7.0 SIGNATURE PAGE \*\*REQUIRED\*\*

**IMPORTANT:** All Respondents are required to complete and sign this form. Completed form must be returned with proposal by the RFP deadline. Failure to return this completed form 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 \_\_\_\_\_, 2019.

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

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

\_\_\_\_\_  
Notary Seal

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

## **8.0 CONFLICT OF INTEREST DISCLOSURE AND NON-COLLUSION FORM \*\*REQUIRED\*\***

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

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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: \_\_\_\_\_