

SEPTEMBER 15, 2022

**COLLEGE OF DuPAGE**  
**REGULAR BOARD MEETING**  
**BOARD APPROVAL**

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**SUBJECT**

Approval of Purchase of Microsoft Enrollment for Education Solutions licenses from Crayon Software Experts, LLC, for an amount of \$429,114.73.

**REASON FOR CONSIDERATION**

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

**BACKGROUND INFORMATION**

This purchase represents the annual licensing of Microsoft software used at the desktop, server and application level for all College-owned devices. Operating system software, server infrastructure software, application software, and client access licenses are required to support both the back end and end user environments at the College.

The Microsoft EES provides the college with licensing for desktop applications, desktop operating systems, infrastructure and server licensing which includes: MS Exchange email for all staff, faculty, students, and alumni; MS SQL (Database) Server licenses for enterprise systems including Colleague, Recruit, and Perceptive Content; MS Server OS licenses for over 200 virtual servers running in our two data centers; MS Active Directory for all students, faculty and staff; MS Office (MAC/PC versions of Word, Excel, PowerPoint, Outlook) for all faculty and staff along with download rights (on 5 devices) for each currently enrolled student; MS Project and Visio application licenses for employees; MS Office 365 mobile apps (iOS/Android) for all faculty, staff, and students; MS Windows for all college owned Windows PCs (approximately 5,100 devices); MS Office 365 A3 online tools which includes Office for the web, OneNote, Teams and One Drive for all employees and students; MS A5 Security Suite which include Defender for Endpoints, Defender for Identity, Defender for Office 365, Cloud App Security, and Azure AD premium for all college owned devices; MS Intune for Education for all college owned devices; MS Imagine Academy for students.

This purchase also provides licensing of Office 365 for students at no cost, on up to five personally owned devices. Much of Microsoft’s licensing structure is based on providing a staff FTE (Microsoft calls it EQU or education qualified user) which then entitles us to licenses on all college owned devices or for all of our users.

The product licenses being procured this year have been expanded to provide additional core infrastructure server suite licensing to support recent upgrades in the data center as well as device based licensing for Defender for Endpoints for devices used by community members in our open labs.

Both internal and independent reviews performed by Info-Tech Research Group of our Microsoft licensing needs have shown that the Enrollment for Educational Solutions (EES) licensing method is the most cost-effective solution for the College. The College has used the Microsoft EES program to provide college wide licensing annually since 2011. Over the years we have purchased through a variety of resellers including Zones, CDW-G, SHI, Scholar Buys, and Insight. This is the first time we will use Crayon Software Experts as a reseller.

Highlights of the licenses included in this annual purchase are summarized in the following table.

<u>Description</u>	<u>Quantity</u>
Exchange Online for alumni (Email for Alumni) *	400,000
O365 A1 Licenses (Office 365 web applications) *	400,000
M365 A3 Licenses -Students (Office 365 desktop applications) *	91,200
M365 A5 Security - Students (Defender for Endpoints, etc.) *	91,200
M365 mobile app licenses (Mobile device apps) *	6,500
M365 A3 Employee Licenses (Office 365 desktop applications, Visio, Project) **	2,350
M365 A5 Security - Employees (Defender for Endpoints, etc.)	2,350
Defender for O365 - Part Time Faculty	1,250
Infrastructure Server Core Licenses (Server Licenses)	670
Defender for Endpoints - Public Lab Devices	350
Defender for Endpoints - Servers	300
SQL Server Enterprise Core (Server Licenses)	81
Power BI Pro Licenses	5

\* Included at no additional cost as part of EQU/EES licensing

\*\* Purchased under EQU licensing and provides licenses for all College owned devices

A legal notice for an Invitation for Bids was published on July 21, 2022 in the Daily Herald; the invitation, Bid Number 2023-B0003, was also posted to the College of DuPage Procurement Services website, and was distributed to the College of DuPage Center for Entrepreneurship, nine (9) in-district Chambers of Commerce and to thirteen (13) Business Enterprise Program Outreach organizations.

Twenty-nine (29) vendors were directly solicited, including fourteen (14) Business Enterprise Program (BEP) Certified Firms. Twenty-seven (27) vendors downloaded the bid documents. A non-mandatory Pre-Bid meeting was held on July 28, 2022 at 1:00 p.m. via Zoom and two (2) vendor representatives from one (1) firm attended. Bids were required to be submitted at the College and a public opening was held on August 11, 2022 at 1:00 p.m. The following individuals were in attendance: Kevin Casey (COD Buyer/Facilitator, Procurement Services), Eric Frick (COD Expeditor/Recorder, Procurement Services), and Judy Coates (COD Manager, Employee Development Center/Board Representative).

One (1) bid was received. No woman/minority owned businesses submitted bids. A survey was sent to prospective bidders who downloaded the document and did not respond. One (1) vendor stated they could not meet the specifications, and a second vendor stated their previous representative moved to a new position in their company and the new representative didn't access the bid until it was too late to submit a bid.

The bid requirements established the basis of award as the lowest responsive and responsible total bid price. The tabulation of the results are in the attachments.

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

FY2023 Information Technology: IT Maintenance Services-01-90-16765-5304004  
-\$429,114.73.

Primary Strategic Long Range Plan Goal: Organizational Culture. To accomplish this, we will: Integrate practices for workforce equity and inclusion. Define and implement a culture of service excellence and collaboration. Empower employees through high impact professional development and growth opportunities. Improve and enhance work systems and technology to support employees and deliver operational efficiencies.

N/A

#### RECOMMENDATION

That the Board of Trustees approves the purchase of Microsoft Enrollment for Education Solutions licenses from Crayon Software Experts, LLC, 12221 Merit Drive, Suite 1400, Dallas, TX 75251 for an amount of \$429,114.73.

#### STAFF CONTACT

Keith Zeitz, Manager, Office and Classroom Technology  
Ellen Roberts, Vice President, Administrative Affairs

Approved and signed this 15th day of September, 2022

*Maureen Dunne*  
CHAIR

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*Heidi Holan*  
SECRETARY

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*Bid Opening Tabulation Sheet with Disclosure*

Title: 2023-B0003 - Annua Microsoft Enrollment for Education Solutions

Vendor	Grand Total
Crayon Software Experts	\$541,056.73

**Disclosure: Please be advised that all Bids/Proposals are not final until all are reviewed for conformance to the specifications requirements. A recommendation of award will be made to the Highest Rated Respondent conforming with the specifications and presented to the Board of Trustees as applicable for final award.**

BIDDER: \_\_\_\_\_



COMMUNITY COLLEGE DISTRICT NO. 502

BID NUMBER: 2023-B0003

ANNUAL MICROSOFT ENROLLMENT FOR EDUCATION SOLUTIONS

BIDS DUE: THURSDAY, AUGUST 11, 2022 AT 1:00 P.M. CENTRAL TIME

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

**RETURN BIDS TO: COLLEGE OF DUPAGE PROCUREMENT SERVICES  
INSTITUTIONAL RESOURCE CENTER (IRC), ROOM 1001  
425 FAWELL BLVD.  
GLEN ELLYN, ILLINOIS 60137  
ATTENTION: BID NO. 2023-B0003**

Issue Date:	July 21, 2022
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ISSUED BY THE COLLEGE OF DUPAGE PROCUREMENT SERVICES

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

July 21, 2022

### **INVITATION FOR BID**

Sealed bids for **Annual Microsoft Enrollment for Education Solutions** will be received between the hours of 8:00 a.m. to 5:00 p.m. Central Time by the College of DuPage, District 502, at the Office of the Procurement Manager, Institutional Resource Center (IRC) Building, Room 1001, 425 Fawell Blvd., Glen Ellyn, IL 60137, until **Thursday, August 11, 2022 at 1:00 p.m. Central Time**, at which time they will be publicly opened. In the event of College closure due to circumstance outside of the College's control, the bid deadline will be extended to the next business day at the same time.

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

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

The award(s) of the contract will be made to the lowest responsible and qualified bidder whose bid complies with all the requirements prescribed. Brand or trade names in bid specifications are used for identification purpose only.

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

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

## LEGAL NOTICE

### BID NOTICE

#### No. 2023-B0003

The College of DuPage is accepting sealed bids for the **Annual Microsoft Enrollment for Education Solutions**. Bid documents may be downloaded from the Procurement Website at [www.cod.edu/about/purchasing/requests](http://www.cod.edu/about/purchasing/requests) by clicking on the link for this bid and following the instructions.

Bids will be received between the hours of 8:00 a.m. to 5:00 p.m. Central Time to the College of DuPage Procurement Services in the Institutional Resource Center (IRC) Building, Room 1001, 425 Fawell Blvd., Glen Ellyn, IL 60137 up to and no later than **Thursday, August 11, 2022 at 1:00 p.m. Central Time**, at which time they will be publicly opened. In the event of College closure due to inclement weather, bid deadline will be extended to the next business day at the same time.

A Pre-Bid Conference is scheduled via Zoom for **Thursday, July 28, 2022 at 1:00 p.m. Central Time**. The Pre-Bid Conference is not mandatory, but highly recommended.

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

College of DuPage Board of Trustees Reserves the right to reject any and all responses. This invitation is issued in the name of the Board of Trustees of College of DuPage, Community College District 502, Glen Ellyn, Illinois.

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## BID SUBMISSION CHECKLIST

### Things to Remember When Submitting a Response to an Invitation to Bid for the College of DuPage

1.  **Read the *entire* document.** In your review, note critical items such as: blackout period, required goods and services, submittal dates, submission requirements, etc.
2.  **Note the contact information provided.** The Procurement Services Office Buyer at [purchasing@cod.edu](mailto:purchasing@cod.edu) is the single point of contact for this Invitation to Bid and is the only person with whom you are allowed to communicate regarding this bid. This person is an excellent source of information for any questions you may have.
3.  **Take advantage of the “question and answer” period.** Submit your questions to Procurement Services by the date in the Invitation to Bid and view the answers given in the formal addenda issued for the Invitation to Bid. All addenda issued for an Invitation to Bid will be emailed to each company that downloaded the bid documents and will include all questions asked and answered concerning the Invitation to Bid. Please ensure when downloading the bid documents, you use a valid email address.
4.  **Do not alter, add to, or delete and part of the Bid documents without prior approval.** Please refer to the section titled *Exceptions* for instruction on how to request a deviation to the original Invitation to Bid.
5.  **Ensure all Addenda are signed.** Before submitting your response, check the College Procurement website at <http://www.cod.edu/about/purchasing/requests/index.aspx> to see whether any addenda were issued for this Bid request. If so, you must submit a signed copy of the addenda along with your bid response.
6.  **Review and read the bid document again to make sure you have addressed all requirements.**  
\*Bids will not be accepted if Sections 4, 5, 6, 7, and 8 are not completed. (*Please note there are two (2) signature lines in Section 8 that must be signed.*)  
\*If your company is a Certified Women-Owned, Minority-owned, or Persons with Disability-owned business, please include a copy of any and all certifications.
7.  **Submit your response on time.** Note the date and time listed on the front page of the Invitation to Bid and be sure to submit all required items on time. **Late responses will not be accepted. It is the sole responsibility of the Respondent to ensure that adequate time is allowed for timely and accurate submission via Dropbox and that the Bid is received as required.**
8.  **Important dates to know:**
  - Bid Publication Date – Thursday, July 21, 2022
  - Pre-Bid Meeting – Thursday, July 28, 2022 at 1:00 p.m. Central Time
  - Questions Due – Monday, August 1, 2022 by 1:00 p.m. Central Time
  - Bids Due – Thursday, August 11, 2022 at 1:00 p.m. Central Time
  - Target Board Approval Date – Thursday, September 15, 2022

## **1.0 GENERAL INFORMATION**

### **1.1 DEFINITIONS**

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

### **1.2 BIDS TO CONFORM TO REQUIREMENTS OF LEGAL ADVERTISING**

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

### **1.3 COMPLIANCE**

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

### **1.4 COMPLIANCE WITH LAWS - PUBLIC CONTRACTS**

This Contract is a competitively bid public contract of the College of DuPage subject to laws and ordinances governing public contracts. The Bidder shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State and other local government agencies which may in any manner affect the preparation of the Bid or the performance of the Contract. If the Bidder observes that any of the Bid Documents are at variance therewith, it shall promptly notify the Procurement Manager in writing and necessary changes shall be effected by appropriate modification.

## **1.5 REGULATIONS**

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

## **1.6 BID MODIFICATIONS**

Unless indicated, it is understood that bids are in strict accordance with specification requirements. Bids shall be deemed final, conclusive, and irrevocable. No bid shall be subject to correction or amendment for any error or miscalculation. Bid prices shall include cost of materials as specified, any applicable discounts and shipping. Installation costs shall be included only when indicated on page one. Installation shall include, but is not limited to, all assembly required, setting in place, and mounting all materials at various campus locations.

## **1.7 PRICES FIRM**

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

## **1.8 AWARD OF CONTRACT**

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

If a contract is not awarded within ninety (90) days after the opening of bids, a bidder may file a written request with the Procurement Manager for the withdrawal of their bid and the Procurement Manager will permit such withdrawal.

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

## **1.9 CONSIDERATION OF BIDS**

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

## **1.10 COMPETENCY OF BIDDER**

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

## **1.11 BIDDER WARRANTIES**

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

## **1.12 PAYMENT TERMS**

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

## **1.13 PAYMENT REMITTANCE**

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

## **1.14 CASH BILLING DISCOUNTS**

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

## **1.15 LOCAL BUSINESS PREFERENCE**

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

## **1.16 EQUAL EMPLOYMENT OPPORTUNITY**

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

**1.17 TAX EXEMPTION**

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

**1.18 HOLD HARMLESS CLAUSE**

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

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

**1.19 CONTRACTORS LIABILITY INSURANCE**

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

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

**TYPE OF INSURANCE**

**MINIMUM INSURANCE COVERAGE**

Combined Single Limit per Occurrence/Aggregate

**Commercial General Liability** including:

- |   |                           |
|---|---------------------------|
| 1. Premises – Operations                      | \$1,000,000 / \$2,000,000 |
| 2. Explosion, Underground and Collapse Hazard |                           |
| 3. Products/Completed Operations              |                           |
| 4. Contractual Insurance                      |                           |
| 5. Broad Form Property Damage                 |                           |
| 6. Independent Contractors                    |                           |
| 7. Bodily Injury                              |                           |

**Automobile Liability**

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

**Workers' Compensation and Employers' Liability** As Required by Applicable Laws

**Professional Liability** If Performance Specifications are required by the Contract

## **1.20 PREVAILING WAGE ACT**

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

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

## **1.21 BUSINESS ENTERPRISE PROGRAM**

The College of DuPage encourages the participation of qualified minorities, females, and persons with disabilities owned businesses in public contracts. It is the practice of the College to ensure full and equitable economic opportunities to persons and businesses that compete for business with the College of DuPage, including minorities, females, and persons with disabilities owned business enterprises. The College is committed to the economic development of disadvantaged business enterprises and the award of contracts to businesses owned by minorities, females, and persons with disabilities for services to the extent provided by the Business Enterprise for Minorities, Females and Persons with Disabilities Act ("Act"), 30 ILCS 575.

**END OF SECTION**

## 2.0 INSTRUCTIONS TO BIDDERS

### 2.1 OUTSIDE DOCUMENT DISCLAIMER

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

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

### 2.2 BLACKOUT PERIOD

Under no circumstances are respondents to contact or discuss this Invitation to Bid, 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 bid. Respondents are strictly forbidden from visiting the College's locations or approaching any College trustee, employee, vendor, contractor or subcontractor for any information related to this Invitation to Bid or this solicitation without the direct knowledge and authorization in writing in advance from the Procurement Manager or Buyer. Violation of these provisions may subject the respondent to immediate disqualification.

### 2.3 PRE-BID MEETING

- A. The College will hold a Zoom Pre-Bid Meeting at **Thursday, July 28, 2022 at 1:00 p.m. Central Time**. All parties interested in responding to the BID are urged to attend the Zoom meeting. The College will clarify the objectives of the Bid and answer questions during the Pre-Bid Meeting.

**B. Zoom Invite Meeting Information for the Pre-Bid meeting**

Topic: Pre-Bid 2023-B0003, Annual Microsoft Enrollment for Education Solutions  
Time: Thursday, July 28, 2022 at 1:00 p.m. Central Time (US and Canada)

Join Zoom Meeting; <https://cod.zoom.us/j/4032153786>

Meeting ID: 403 215 3786

One tap mobile

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+13017158592,,4032153786# US (Washington DC)

Dial by your location

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+1 669 900 6833 US (San Jose)

Meeting ID: 403 215 3786

Find your local number: <https://cod.zoom.us/u/kb8Pu8UUch>

## 2.4 REQUESTS FOR INFORMATION/CLARIFICATION

If any firm submitting a bid for this solicitation is in doubt as to the true meaning of the specifications or other documents or any part thereof, bidder shall request clarification from the Procurement Services. Questions must be submitted in writing and be directed via email to the Procurement Services at [purchasing@cod.edu](mailto:purchasing@cod.edu) no later than **Monday, August 1, 2022 by 1:00 p.m. Central Time**. Questions for which answers are provided will be communicated to all registered recipients of bid documents via addendum. All issued addenda must be signed and returned to the College as per the instructions in the addenda or bid will not be accepted.

## 2.5 BID DEADLINE AND SUBMISSION

**To be assured of consideration, Bids must be received between the hours of 8:00 a.m. to 5:00 p.m. Central Time by the College of DuPage Procurement Services in the Institutional Resource Center (IRC) Building, Room 1001, 425 Fawell Blvd., Glen Ellyn, IL 60137, no later than Thursday, August 11, 2022 at 1:00 p.m. Central Time.** See page 13 for the location of the Institutional Resource Center (IRC) Building.

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

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

Bids must be in a sealed envelope and delivered to:

College of DuPage Procurement Services  
Institutional Resource Center (IRC) Building, Room 1001  
425 Fawell Blvd.  
Glen Ellyn, Illinois 60137  
**Attention: Bid No. 2023-B0003**

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



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

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



## **2.6 EXCEPTIONS**

If any Respondent intends to take any deviations or exceptions from the specifications or other bid documents, Respondent shall submit to the Procurement Manager a written request for a deviation or exception at least 10 business days prior to the date and time of advertised bid opening date. If the Procurement Manager considers such deviation or exception acceptable, the Procurement Manager shall issue an Addendum setting forth such deviation or exception from the specifications or other which shall be applicable to all Respondents submitting a response.

If no Addendum is issued by the Procurement Manager/Buyer, then such deviation or exception shall be deemed rejected.

The College may reject any response containing deviations or exceptions not previously accepted through a written Addendum. A copy of such Addendum will be e-mailed or delivered to each Respondent receiving a set of such bid documents. Respondent shall acknowledge receipt of each Addendum issued in the space provided on the bid form or via a signed addendum. Failure to acknowledge receipt of addenda may result in disqualification of the bid. All written requests for deviations or exceptions shall be sent to [purchasing@cod.edu](mailto:purchasing@cod.edu).

## **2.7 ERROR IN BID**

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

## **2.8 WITHDRAWAL OF BIDS**

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

## **2.9 NOTICES**

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

## **2.10 BID DEPOSIT**

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

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

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

**\*This solicitation does not require a bid deposit.**

## **2.11 PERFORMANCE AND PAYMENT BOND**

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

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

**\*This solicitation does not require a performance and payment bond.**

**END OF SECTION**

### 3.0 BID SPECIFICATIONS

#### **2023–B0003 Annual Microsoft Enrollment for Education Solutions**

The following information is to provide both Academic and Administrative areas of the College with current Microsoft software in terms of operating systems and Application suites. Renewal ensures licensing compliance and upgrade paths.

**Standard Enrollment ID 91897754: Agreement Number 53929297.**

### 3.1 DESCRIPTION

Item #	Description	Specification
1	PwrBIProforEDU ShrdSvr ALNG SubsVL MVL PerUsr Power BI Pro for EDU	NK5-00001
2	Exchange Online for Alumni ExchgOnlnPlan1Edu ShrdSvr ALNG SubsVL MVL PerUsr Exchange Online Plan1 forEDU	5RS-00002
3	Microsoft Azure Payment Credits	6QK-00001
4	CISSteDCCore ALNG LicSAPk MVL 2Lic CoreLic Core Infrastructure Svr Ste DC Core	9GS-00495
5	WinSvrExtConn ALNG LicSAPk MVL Windows Svr ExtrnConn	R39-00374
6	WinRmtDsktpSrvcsExtConn ALNG LicSAPk MVL Win Rmt Dsktp Svcs Ext Conn	6XC-00298
7	SQLSvrEntCore ALNG LicSAPk MVL 2Lic CoreLic SQL Svr Enterprise Core	7JQ-00341
8	M365 EDU A3 ShrdSvr ALNG SubsVL MVL PerUsr STUUseBnft M365 Education A3 Original	AAD-38397
9	MSImgnAcadmy ALNG SubsVL MVL Srvcs MS Imagine Academy	Free Program, No longer in catalogue
10	M365 Apps for Enterprise for Devices	RQL-00001
11	O365EDUA1 ShrdSvr ALNG SubsVL MVL PerUsr Office 365 A1 (Students)	M6K-00001
12	VisioPro ALNG LicSAPk MVL Visio Professional	D87-01057
13	PrjctPro ALNG LicSAPk MVL w1PrjctSvrCAL Project Professional	H30-00237
14	M365 EDU A3 ShrdSvr ALNG SubsVL MVL PerUsr M365 Education A3 Original	AAD-38391
15	Defender for Endpoint Server Edu	1O1-00003
16	M365 A5 Security Faculty	PYQ-00001
17	M365 A5 Security Student	PYQ-00002
18	Defender for O365 Plan 2 Edu SubVL Per User	FTG-00001
19	Defender for Endpoint to Shared Devices Per Device	NY1-00001

### **3.2. BASIS OF AWARD**

The College reserves the right to award one (1) or more Contracts or reject any or all Bids when the bestinterest of the College will be served thereby.

**END OF SECTION**

**4.0 BID FORM**

**2023-B0003 Annual Microsoft Enrollment for Education Solutions**

**Person to contact regarding bid:**

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

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

Phone: \_\_\_\_\_

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

E-mail Address: \_\_\_\_\_

Submitted by: \_\_\_\_\_ (printed)

Submitted by: \_\_\_\_\_ (signed)

**4.1 SCOPE OF WORK**

Contracts will be awarded as described in Section 3 and in the Bid Form based on the lowest Total Bid price submitted by the responsive and responsible bidder(s) meeting all the terms and conditions of the specification.

Bidder shall be an authorized sales and service representative in the College of DuPage region for the manufacturer of the equipment that is being bid.

The below prices include all stipulations and requirements of Addenda No. \_\_\_\_\_.

ITEM NO.	DESCRIPTION	QTY	UOM	UNIT COST	TOTAL
1	PWRBIPROFOREDU SHRDSVR ALNG SUBSVL MVL PERUSR, Power BI Pro for EDU <b>NK5-00001</b>	5	EA.	\$ _____.	\$ _____.
2	EXCHANGE ONLINE FOR ALUMNI EXCHGONLNPLAN1EDU SHRDSVR ALNG SUBSVL MVL PERUSR EXCHANGE ONLINE PLAN1 FOREDU <b>5RS-00002</b>	400,000	EA.	\$ _____.	\$ _____.
3	MICROSOFT AZURE PAYMENT CREDITS <b>6QK-00001</b>	3	EA.	\$ _____.	\$ _____.
4	CISSTEDCCORE ALNG LICSAK MVL 2LIC CORELIC CORE INFRASTRUCTURE SVR STE DC CORE <b>9GS-00495</b>	670	EA.	\$ _____.	\$ _____.
5	WINSVREXTCONN ALNG LICSAK MVL WINDOWS SVR EXTRNCONN <b>R39-00374</b>	2	EA.	\$ _____.	\$ _____.

6	WINRMTDSKTPSRVCSEXTCONN ALNG LICSA PK MVL WIN RMT DSKTP SVCS EXT CONN <b>6XC-00298</b>	1	EA.	\$ _____.	\$ _____.
7	SQLSVRENTCORE ALNG LICSA PK MVL 2LIC CORELIC SQL SVR ENTERPRISE CORE <b>7JQ-00341</b>	81	EA.	\$ _____.	\$ _____.
8	M365 EDU A3 SHRDSVR ALNG SUBSVL MVL PERUSR STUUSEBNFT M365 EDUCATION A3 ORIGINAL <b>AAD-38397</b>	91,200	EA.	\$ _____.	\$ _____.
9	MSIMGNACDMY ALNG SUBSVL MVL SRVCS MS IMAGINE ACADEMY	1	EA.	\$ _____.	\$ _____.
10	M365 APPS FOR ENTERRISE FOR DEVICES <b>RQL-00001</b>	6,500	EA.	\$ _____.	\$ _____.
11	O365EDUA1 SHRDSVR ALNG SUBSVL MVL PERUSR OFFICE 365 A1 (STUDENT) <b>M6K-00001</b>	400,000	EA.	\$ _____.	\$ _____.
12	VISIOPRO ALNG LICSA PK MVL VISIO PROFESSIONAL <b>D87-01057</b>	2,350	EA.	\$ _____.	\$ _____.
13	PRJCTPRO ALNG LICSA PK MVL W1PRJCTSVRCAL PROJECT PROFESSIONAL <b>H30-00237</b>	2,350	EA.	\$ _____.	\$ _____.
14	M365 EDU A3 SHRDSVR ALNG SUBSVL MVL PERUSR M365 EDUCATION A3 ORIGINAL <b>AAD-38391</b>	2,350	EA	\$ _____.	\$ _____.
15	DEFENDER FOR ENDPOINT SERVER EDU <b>1O1-00003</b>	300	EA	\$ _____.	\$ _____.
16	M365 A5 SECURITY FACULTY <b>PYQ-00001</b>	2,350	EA	\$ _____.	\$ _____.
17	M365 A5 SECURITY STUDENT <b>PYQ-00002</b>	91,200	EA	\$ _____.	\$ _____.
18	DEFENDER FOR O365 PLAN 2 EDU SUBVL PER USER <b>FTG-00001</b>	1,250	EA	\$ _____.	\$ _____.
19	DEFENDER FOR ENDPOINT TO SHARED DEVICES PER DEVICE <b>NY1-00001</b>	4,400	EA	\$ _____.	\$ _____.
<b>GRAND TOTAL (ITEMS 1 THROUGH 19 ABOVE)</b>					\$ _____.

Comments:

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Bidders **must fully complete** and submit the required Forms in this bid document:

- Section 4.0 Bid Tab
- Section 5.0 BEP Utilization Plan
- Section 6.0 Certifications
- Section 7.0 Signature Page
- Section 8.0 Conflict of Interest Disclosure and Non-Collusion
- Any issued addenda, signed (if applicable)

**END OF SECTION**



## 5.0 BUSINESS ENTERPRISE PROGRAM

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

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

**Contract Goal to be Achieved by Vendor:** This solicitation includes an aspirational **BEP** participation goal of 30% based on the availability of BEP certified vendors to perform or provide the anticipated services and/or supplies required by this solicitation.

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

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

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

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

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Joint Venture Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Joint Venture Agreement must clearly evidence that the BEP certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the BEP certified vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the BEP certified vendor to be dedicated to the performance of the contract. Established Joint Venture Agreements will only be credited toward BEP goal achievements for specific work performed by the BEP certified vendor. **Each party to the Joint Venture Agreement must execute the bid or offer prior to submission of the bid or offer to the College.**

2. An agreement between a vendor and a BEP certified vendor in which a BEP certified vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The College may request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the College in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed BEP certified vendor. Failure to cooperate by Vendor and BEP certified vendor may render the bidder or offeror non-responsive or not responsible. **The contract will not be awarded to Vendor unless Vendor's Utilization Plan is approved by the College.**
3. **BEP Certified Vendor Locator References:** Vendor may consult CMS' BEP Vendor Directory at [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 either a Letter of Intent written by the Vendor or the Demonstration of Good Faith Efforts to Achieve Goal and Request for Waiver Form must be submitted with Proposal.**

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

of our bid or offer in accordance with the requirements of the BEP Program Status and Participation section of the solicitation for **2023-B0003 Annual Microsoft Enrollment for Education Solutions**. 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 bidders are required to complete and sign this form. Completed form must be returned with bid no later than the advertised bid deadline. **Failure to return this completed form will result in disqualification of bid.**

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.*
- F. Fair Employment Practice: Company 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. Our company certifies that it is eligible for bidding on public contracts and is not in violation of either paragraph 33E-3 or 33-E-4 of Public Act 86-150, 720ICLS 5 with regards to bid rigging/bid rotating.  
**Yes** \_\_\_\_\_ **No** \_\_\_\_\_
- I. When required by law, the bidder and all bidder'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 bidders are required to complete and sign this form. Completed form must be returned with bid no later than the advertised bid deadline. **Failure to return this completed form will result in disqualification of bid.**

Check One:

- SOLE PROPRIETOR**     **PARTNERSHIP** (and/or JOINT VENTURE)     **LIMITED LIABILITY COMPANY**
- CORPORATION**

The undersigned acknowledges receipt of a full set of Bid 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 bid will not be accepted.**

The undersigned makes the foregoing Bid subject to all of the terms and conditions of the Bid 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 Bid are true and correct. Upon award and execution of this Contract by the College of DuPage Board of Trustees, the undersigned agrees that execution of this Bid shall stand as the undersigned's execution of this Contract.

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 \_\_\_\_\_, 2022.

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

X \_\_\_\_\_

**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 bidders are required to complete and sign this form. Completed form must be returned with bid no later than the advertised bid deadline. **Failure to return this completed form will result in disqualification of bid.**

BID #: \_\_\_\_\_ DATE: \_\_\_\_\_

**CONFLICT OF INTEREST DISCLOSURE**

College of DuPage (COD) reserves the right, at its sole discretion, to reject any and all bids, 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 bid submitted. Contact with any employee of the College of DuPage during the pre-award period, except as noted in the solicitation, is strictly forbidden and is considered sufficient grounds for dismissal from the Bid/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 this contract and that this company, corporation, firm, partnership or individual has not prepared this bid in collusion with any other bidder, and that the contents of this bid as to prices, terms or conditions of said bid 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 bid.

Company Name: \_\_\_\_\_ Owners/Principal(s)  
Name(s)/Title(s): \_\_\_\_\_

Vendor Address: \_\_\_\_\_ City, State, Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

Signature

Bidder/Company Official: \_\_\_\_\_ Date: \_\_\_\_\_