

CONFIDENTIAL



**REQUEST FOR PROPOSALS**  
**Affirmative Action Planning**

**RFP ISSUE DATE**  
**February 15<sup>th</sup>, 2024**

**PROPOSAL SUBMITTAL DUE DATE**  
**March 18<sup>th</sup>, 2024**

**DEPAUL UNIVERSITY CONTACT**  
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**PLEASE NOTE**

Companies may not communicate with any University staff or related third parties regarding this RFP other than the University contact. Doing so may result in immediate rejection of that company from the process.

## II. SUMMARY

The intent of this Request for Proposal (RFP) and the ensuing process is to identify a qualified company that can create Affirmative Action Plans for DePaul University. The process is intended to provide companies with the information, requirements, and specifications necessary for the preparation of a professional and comprehensive proposal.

Proposals must be received **electronically via email** by the University no later than **March 18th, 5pm CST**. Proposals must be sent directly to [llehnhar@depaul.edu](mailto:llehnhar@depaul.edu).

This RFP contains DePaul University's confidential and proprietary information. The information contained herein may not be shared with third parties, nor used for any purpose other than that contemplated by the RFP.

## III. GENERAL INFORMATION

At DePaul University, teaching and service are our highest priority. It's been that way since the university was founded in 1898.

Named after St. Vincent de Paul, the 17th century French priest who devoted his life to serving and caring for others, DePaul is a private institution of higher education located in the heart of the City of Chicago. For 125 years, DePaul always has been an institution that serves first-generation and low-income students. DePaul is one of the largest Catholic universities and the ninth largest private university in the United States. The Catholic, Vincentian mission to serve the public good and give people of all ethnicities and backgrounds the opportunity to receive a college education remains at the heart of DePaul.

### **Our Students:**

DePaul's total enrollment in 2022 was 20,917 and featured the University's largest freshman class in school history at 3,517 freshmen. We are proud of our socio-economic and racial-ethnic diverse student body. Our students come from 49 states and 136 countries throughout the world, bringing with them a broad range of geographic, ethnic, cultural, religious, and economic backgrounds.

Approximately 7% of our students live in campus housing on the Lincoln Park and Loop campuses. The majority of our student population lives in off-campus housing across Chicago or commutes to campus from the suburbs. We are eager to find ways to use technology to better connect our students to faculty, staff, and university programming.

Every year, DePaul earns increasing national recognition and accolades for its academic programs. DePaul's game and film degree programs are among the best in the country, for example. In 2023, Princeton Review placed DePaul among the Top 50 Undergraduate Schools for Game Design, and Animation Career Review ranked DePaul as the No. 1 game design school in the Midwest. DePaul's School of Cinematic Arts was also named the No. 1 school in the Midwest for animation and No. 16 for the nation, and in 2022 was ranked the number 15 film school in the US by Hollywood Reporter. In 2022, Fortune ranked DePaul's master in cybersecurity third in the nation, and the online master's in data science took the 11<sup>th</sup> spot.

### **Our Faculty:**

DePaul faculty create a highly charged academic environment where the clear focus is on creating, growing, and offering only high-caliber, student centered programs. About 88% of faculty members hold a Ph.D. or the highest degree in their fields, and many of them are recognized authorities in various disciplines. They are teachers first—but also authors, researchers, consultants, and mentors. Their expertise and credentials reflect DePaul's commitment to quality teaching. Over 3,300 faculty and staff are employed by the University.

### **Our Alumni:**

DePaul's powerful alumni network—more than 200,000 strong—is an invaluable resource. More than 113,000 live and work in the metropolitan Chicago area — opening the door to an unparalleled network of potential mentors, colleagues, and employers.

Top corporate employers for DePaul graduates include J.P. Morgan Chase, Deloitte, Northern Trust, BMO Harris, Motorola, Deloitte, AT&T, Walgreens Co., KPMG, Aon, Abbott Laboratories, and Allstate Insurance.

### **Commitment to Diversity:**

For 125 years, DePaul has served a diverse group of learners. We consider diversity to be one of our greatest strengths and strive to create a learning environment that is welcoming to all.

DePaul University recognizes the importance of supplier diversity and supports the development, utilization, and economic growth of certified diverse suppliers. Diverse suppliers include businesses that are at least 51% owned and operated by women, racial or ethnic minorities, persons with a disability, or veterans. DePaul encourages diverse suppliers to participate in its procurement process both at the Tier 1 and Tier 2 level. DePaul is also committed to a Minority Women Owned Business Program that aims to ensure that opportunities exist for such businesses.

**Equal Opportunity:**

DePaul University is an equal opportunity entity, and, as such, strongly encourages the lawful use of certified MBE/WBE/VBE in the provision of services by providing a fair and equal opportunity to compete for, or for participation in, providing goods and services. DePaul believes in equal opportunity practices which conform to both the spirit and the letter of all laws against discrimination, and is committed to non-discrimination because of race, creed, color, sex, gender, sexual orientation, ability, age, national origin, or religion.

**IV. CURRENT SITUATION:**

In alignment with DePaul University's steadfast commitment to equal opportunity and affirmative action, we annually develop Affirmative Action Plans to uphold the principles outlined in Executive Order 11246 and its implementing regulations (41 C.F.R. Part 60-2), Section 503 of the Rehabilitation Act of 1973 (as amended) (29 U.S.C. § 793) and its implementing regulations (41 C.F.R. Part 60-741), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended by the Jobs for Veterans Act of 2002 (38 U.S.C. § 4212), in conjunction with its implementing OFCCP regulations (41 C.F.R. Part 60-300).

For over a decade, we have successfully collaborated with the same consultant to ensure our adherence to these regulatory frameworks. While we continue to appreciate and value their services, we recognize the importance of periodically evaluating and optimizing our business processes. In light of this, DePaul University has decided to initiate a Request-for-Proposal (RFP) process to explore potential partnerships with qualified consultants.

The University's annual affirmative action plan encompasses Minorities and Women, Protected Veterans, and Individuals with Disabilities. This comprehensive plan includes both part-time and full-time faculty and staff, totaling 1,722 staff members and 2,184 faculty members. Please note that student employees are excluded from this reporting. Moreover, to provide an accurate and detailed representation, our plan is structured around 38 staff job groups and 22 faculty job groups. While the Office of Diversity and Equity oversees the overall coordination of the plan process, data for plan development is separately prepared by Academic Affairs/Institutional Research for faculty and Human Resources/IT for staff.

## **V. PROPOSAL PROCESS & CONTENT REQUIREMENTS:**

Responses will consist of several sections of relevant information. A PDF of the complete proposal must be sent to the email address listed in Section II. If the file is too large it may be broken into separate emails or transferred electronically through an online file sharing service.

All respondents are encouraged to be creative and innovative in responding to this RFP. Please discuss any creative products, services, pricing, and partnerships you can provide. Describe alternate approaches to the requested services where feasible or additional services offered or recommended, which may not be specifically requested but of benefit to the University. The University reserves the right to consider other ideas and solutions, or only a restricted subset of this document.

**Proposal Terms:** The proposals submitted must remain in effect for a minimum period of 120 days after the closing date to allow time for evaluation, approval, and award of the contract. All information provided will be kept confidential. Please review the attached Terms and Conditions referenced below in Section VII.

**Proposal Format:** Responses must follow the same order of this RFP, listing the questions below followed by your company's response. The total response should not exceed 50 pages (not including any appendices).

Any information of a confidential or proprietary nature contained in a vendor response should be clearly marked 'PROPRIETARY' or 'CONFIDENTIAL' by item or at the top of each page. Reasonable precautions will be taken to safeguard any part of the response identified by a vendor as being confidential or proprietary.

**Content:** A Provider’s proposal must fully address the following content:

**Section 1 - Cover Letter:** The letter should designate the proposing Company, the name and address of the representative through whom any negotiations would be conducted and be signed and dated by an authorized representative of the Provider. No pricing information should be included in this section.

**Section 2 – Table of Contents:** The table of contents should follow the RFP format.

**Section 3 – Company Profile:** Please respond to the following sections:

- A. **Overview** – General overview of the organization, customer service philosophy, and identification of the primary office that the University will be assigned.
- B. **Experience** – Describe your company’s direct experience in servicing not-for-profit educational sector clients.
- C. **Overall Account Representative** – Describe who would be the primary point of contact for the University. Include their role and responsibilities, relevant credentials, experience, and a listing of accounts this individual is responsible for.
- D. **Implementation Account Representative** – Describe who would be the primary point of contact for the University if your proposal is accepted and the software service is to be implemented. Include their role and responsibilities, relevant credentials, implementation experience, and a listing of accounts this individual is/was responsible for implementing.
- E. **Ongoing Relationship Management** – Identify the size and scope of your not-for-profit educational division, offices responsible for the University’s accounts, what each person’s role and responsibilities will be, and the relevant credentials and experience of each person on the relationship management team (i.e., customer success manager, account specialist, technical specialist, third-party and partnership specialists, etc.).
- F. **Customer Growth Rate** – Provide a general overview of your customer growth rate over the last 5 years across all business lines.

**Section 4 – References:** Please provide three references that are of similar size and scope of service utilization as the University, preferably other private, urban, or large universities. Additionally provide one reference of a **former client** that is no longer utilizing your services. Include the following information for each reference:

- A. Name of College/University
- B. Contact Name & Title
- C. Telephone Number
- D. Email Address
- E. Number of Years as Customer, Including Years
- F. Brief Description of Services Utilized

**Section 5 – Contracted Services Scope & Pricing:**

- A. **Scope** – Describe the products/services you are proposing by completing **Exhibit C**. Include all software options that will be provided as part of the agreement. Additionally include any internal and/or third-party integrations that will be included or made available for a separate fee.
- B. **Products & Services** – Below is a list of required specifications/functionalities.
  - The selected Vendor will determine the appropriate benchmarks to use.
    - Prepare all legally required AAP Narratives and Reports and submit the required Veteran's report.
    - Benchmarking by job group.
    - This includes different sectors within the University (Athletics, Academic Programs, etc).
  - A dedicated consultant will provide the following along with ongoing support:
    - The consultant will review the University's current job group structure and related practices, if any, to ensure best practices are being employed regarding affirmative action plan compliance and reporting.
    - Training will be provided to the University's staff to effectively work with the consultant.
    - Provide support to the University in the event of an OFCCP audit.
    - Be available to answer questions on reports and provide guidance when requested.
  - Provide data to produce sector reports – DePaul University has approximately 29 sector reports. This can fluctuate each year depending on the make-up of the University's organization.



- Statistical analysis of the following groups: Women, Minorities, Protected Veterans, Individual with Disabilities.

C. **Pricing & Fees** –

- a. In the attached Cost Proposal Form, **Exhibit B**, detail your complete pricing model for a three-year term (annual subscription fees, one-time fees, fixed and variable pricing/fees, consulting fees, onboarding costs, etc.). Include pricing and fees for all software and infrastructure that will be provided as part of the agreement. Add additional items as necessary.
- b. What, if any, costs are associated with the annual maintenance and support of your product beyond the costs outlined above? How many unique, concurrent user logins are included based on the proposed pricing?
- c. For the past 5 years, what has been the average price change for your software product each year (percentage change)?
- d. Does your company offer special discounts for which DePaul University would be eligible (Higher Education, Non-Profit, etc.)? If so, please describe those discounts.
- e. What are the typical implementation costs, not covered by the provider, that clients of similar size and scope should expect to pay?

**D. *Implementation Support –***

- a. Please briefly describe your implementation and onboarding approach.
- b. Please describe your approach to project staffing for an implementation this size. How many people would you typically dedicate to a project like this and who will be assigned to the project? Please include resumes.
- c. What key resources would DePaul need to dedicate?
- d. How long does the typical implementation take with clients of similar size and scope, inclusive of testing and training? Specify if onboarding will occur virtually or on-site.

**E. *Billing Processes***

- a. What is your preferred payment method?
- b. How often will you invoice DePaul for services/fees?
- c. DePaul University payment terms are 45 days. Are there any late fees or other fees?

**F. *Reporting***

- a. Provide a list of standard reports provided within the software.
- b. What is the process for creating and/or requesting custom reports?

**G. *Customer Service & Technical Support***

- a. What is the company's customer service philosophy?
- b. What is the company's technical support philosophy?
- c. How is customer service measured? Provide prior results and/or statistics to support your assessment.
- d. What technical support services do you offer? What are the channels (phone, email, chat, etc.) and what are the hours of operation for each?
- e. How often are software revisions and updates released? What is the process of communication and deployment of those revisions/updates?

**H. *Miscellaneous***

- a. If customers have access to online profiles, what can they see within those profiles?
- b. Will this agreement require DePaul to indemnify another party or another party indemnify DePaul?

**Section 6 – Information Services (IS) & Data Security:**

**A. *Application Overview***

- a. Please provide documentation of an independent audit opinion such as a SOC2 or other type of review.
- b. Does this application store, process or transmit credit card numbers? If so, is the application PCI-DSS compliant? Please provide documentation on the application's PCI-DSS compliance.
- c. Describe the cyber-insurance coverage in place for the application.
- d. Does your application store, process or capture biometric data?

**B. Technology/Software Platform:**

- a. Describe the software platform that is used to capture Affirmative Action data.
- b. Is the platform Cloud based?

- c. Does it allow the users to set up tables and run reports?
- d. What standard/ancillary reports are available?
- e. Does it allow to change relevant labor market without intervention?

**C. Vendor Overview**

- a. Has the vendor suffered a data breach in the last five years? If so, please describe the circumstances and the mitigations put in place afterward.
- b. Do you have a dedicated Information Security staff or office?
- c. Do you have a business continuity plan?
- d. Do you have a disaster recovery plan?
- e. Do you have an incident response plan?

***D. Application Security Architecture***

- a. Describe the processes for user logon authentication to the application – Does the application support SAML 2.0 based Single-Sign-On (SSO) for authentication (integration with Microsoft Azure Active Directory is strongly preferred)?
- b. If you don't use SSO, do you have an application password policy (including password aging requirements and password complexity requirements?)
- c. Does the application support Multi-Factor Authentication (MFA)? MFA for administrative users and for end-user accounts having access to significant amounts of data is required and is highly recommended for all other users.
- d. Describe application roles available to delegate access controls? Roles should be defined based on the principle of least privilege. Identify the privileges assigned to each role.
- e. Describe the process for managing user accounts within the system.
- f. Describe the method for encryption of client-to-server transmission (TLS, IPSEC, VPN, etc.).
- g. Describe the method for encryption of data stored on servers. What data is encrypted? Are backups encrypted? If removable media is used, is it encrypted? If email is used, is it encrypted?

- h. Describe how encryption keys are managed and protected?
- i. Describe the use of hashing functions and are hashes salted?
- j. Describe how credentials (cookies, certificates, user's password databases, etc.) are stored and encrypted on servers, databases and devices.
- k. Are security focused audit logs available to the institution that include AT LEAST all the following: login, logout, actions performed, timestamp and source IP address?
- l. Does the vendor staff (or third party) have access to Institutional data (e.g., financial, PHI or other sensitive information) within the application/system?
- m. Does the vendor company manage the physical data center where the institution's data will reside?
- n. Will institution data be shared with or hosted by any other third parties? (e.g., any entity not wholly owned by your company is considered a third-party)
- o. Document what data elements will be collected, created, received, hosted, transmitted or otherwise managed by this application. Include the name and the description of the data element.
- p. What formats are supported for importing data? What formats are supported for exporting data?
- q. Provide a data flow diagram. Include all system components and interfaces and integrations to other applications both hosted and within our data center. Include documentation of how data will flow between systems.

**Section 7 – Business Practices & Summary:** The selected provider must be a financially stable and well-respected company within the industry as well as have experience in the

higher education market. The selected vendor must also meet the criteria listed in the University's [Vendor and Contractor Selection Philosophy](#).

**A. Financial**

- a. Provide your organization's most recent annual report. If this information is available online, a link to the relevant reports will suffice.
- b. Provide your organization's bond rating (Moody's, Standard & Poor's and/or Fitch), if applicable. List any current corporate and class-action lawsuits in which your organization is named a defendant.
- c. Provide a breakdown of your sales by segment (e.g., government, higher education, corporate, consumer). What was your organization's sales growth and payroll (headcount) growth for the past three years? What is your current market share in the market and how does that rank against primary competitors?
- d. Given recent economic concerns, does your organization foresee any difficulties in the future related to core operations, future growth, innovation, etc.?
- e. List your organization's primary competitors (minimum of 3) as well as the competitive advantages you hold over them.

**B. Minority, Women, & Veteran Owned Businesses**

- a. Is your organization certified as being a woman, minority, veteran, or other historically underutilized company (HUB)? If so, provide a copy of the certification with your response.
- b. Describe any diversity hiring, sourcing or other initiatives in place with your company. Provide specific figures whenever possible.

**C. Sustainability**

- a. Provide links to websites that highlight your company's commitment to sustainability (corporate statement on sustainability, press releases on specific initiatives, etc.).

**D. Socially Responsibility**

- a. Describe your company's adherence to the International Labour Organization standards, particularly the:

- i. Right to employee freedom of association
  - ii. Right to collective bargaining
  - iii. Prohibition on forced or compulsory labor
  - iv. Prohibition on child labor
  - v. Commitment to equality of opportunity and treatment
- b. List any third-party certifications as verification to the above. Include the date of the last certification and its expiration.
- c. Describe your ability to adhere to the University's Trademark & Licensing policy: <https://resources.depaul.edu/brand/brand-standards/Pages/logos-and-marks.aspx>
- d. Describe any cases where your organization has been fined or cited for violating local, state, or federal laws in the last two years. Specifically list any from the EPA and OSHA organizations.

## VI. EVALUATION OF PROPOSALS & NEGOTIATIONS

All proposals submitted will be reviewed by an evaluation panel consisting of DePaul University employees. At the completion of the proposal review, the panel may elect to invite the top scoring Respondents to make presentations to the evaluation panel in University offices at DePaul, at no cost to the University.

Based on the presentations and offers, the panel will select the proposal which best fulfills the University's requirements. The University will negotiate with the winning Respondent to determine final pricing and contract form. **As a private institution, there will be no public opening and reading of bids.** Overall responsiveness to the Request for Proposals (RFP) is an important factor in the evaluation process.

Proposals will be evaluated on the basis of:

- Professional qualifications and experience of assigned team on similar projects
- Ability to offer a superior tool, and ease of use.
- Reliability and quality of customer service, technical support and implementation services.
- Competitive pricing.
- Company's financial strength and stability.
- Company's record of innovation and growth in the industry.
- Ability to provide integrated reporting, real-time analytics and data tools that enhance efficiency of operations and customer relationship management.



- Implementation timeline.

Following is the detailed schedule of events for this RFP. The University reserves the right to modify the below schedule.

<b>Activity</b>	<b>Date(s)</b>
Request for Proposal Issued	February 15 <sup>th</sup> , 2024.
Question & Answer Period <sup>1</sup>	March 4-11th, 2024
Proposals Due	March 18 <sup>th</sup> , 2024
Evaluation & Vendor Meetings	April 1 <sup>st</sup> -29th, 2024
Contract Negotiations & Award	May 13 <sup>th</sup> -June 1 <sup>st</sup> 2024
Contract Commencement	July 1 <sup>st</sup> 2024

<sup>1</sup>All questions and answers will be shared with other Bidders.

## VII. TERMS & CONDITIONS

The following terms and conditions govern the submission and evaluation of proposals and the award of a contract. Companies are requested to carefully review the terms and conditions of this RFP, as in some form they will likely become part of any subsequent agreement and award. The terms and conditions herein are not exclusive, and the terms and conditions of any final contract that may result will likely include but are not limited to the terms and conditions of this RFP.

- 1. Proposal Inquiry:** All questions and inquiries regarding this document should be submitted via email to the University contact listed on the first page of this document. Questions regarding this RFP must be submitted within the proposal timeframe in Section VI. Questions asked after the deadline shown in the schedule in Section VI will not be answered.

Companies may not communicate with University staff or related third-parties regarding this RFP other than the University contact. Doing so may result in immediate rejection of that Company from the process.

- 2. Proposal Submission:** Proposals must be sent in the format outlined in Section V. The responses must be **received** by the due date/time stated in Section VI. Fax or telephone proposals will not be accepted. Proposals submitted must be sent to the address listed in section II.
- 3. Proposal Review/Rejection:** The University reserves the right to reject any or all proposals received, to request clarification of any proposal, to waive informalities or irregularities; and to award a contract not based solely on the lowest cost but based on an offer which, in the sole opinion of the University, best fulfills or exceeds the requirements of this RFP and is deemed in the best interest of the University. Firms whose proposals are not accepted shall be notified after a binding contractual agreement between the University and the selected bidder exists or after the University has rejected all proposals.
- 4. Effective Period of Proposals:** The proposal submitted constitutes an offer by the Company and must remain open and irrevocable for a minimum period of 120 days after the closing date to allow time for evaluation, approval, and award of the contract.
- 5. Withdrawal/Modification of Proposals:** A proposal shall not be modified, withdrawn, or canceled by the bidder for a period of 120 days following the date and time

assigned for the receipt of proposals. Prior to the time and date assigned for receipt, proposals submitted early shall be modified or withdrawn only by written notice to the University.

- 6. Contract Termination for Cause:** The University may terminate any resulting contract for cause if the contractor fails to cure any default within thirty (30) days after having received written notice of said default from the University.
- 7. Contract Assignment or Subcontract:** The resulting contract shall not be assigned, transferred, delegated, or sublet in whole or in part without the prior written approval of the University.
- 8. Supplier:** The University reserves the right to approach suppliers who may not be specifically related to this RFP for additional business and/or partnership programs.
- 9. License:** The resulting contract will not grant the contractor a license or other right to duplicate or use any mark, image, or intellectual property of the University in any manner other than as may be expressly approved in writing in connection with the performance of the contract.
- 10. Compliance with Laws and Regulations:** The contractor shall keep fully informed of and shall faithfully observe all laws, national and state, and all ordinances and regulations affecting responsibility to the University, or affecting the rights of contractor's employees, and the contractor shall defend and indemnify the University, its officers, and agents against any claims of liability arising from or based on any violation thereof.
- 11. OSHA Compliance:** All items to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Act. All alleged violations and deviations from said state and federal regulations or standards of the items or services to be furnished hereunder, must be set forth on the proposed requirements and criteria in the proposal response. Or, if at any later date the items or services contained herein shall not meet all applicable state and federal requirements after the Company is awarded the contract hereunder, the Company must notify the University's Director of Procurement Services immediately by registered mail.
- 12. Indemnity Agreement:** To the fullest extent permitted by law, Company shall, during and after the term of any resulting Agreement, indemnify, defend, and hold harmless DePaul and its trustees, directors, officers, faculty, employees, affiliates, and agents, past or present, against all losses, claims, demands, actions, causes of action, suits,

liabilities, damages, expenses, fees and costs (including but not limited to reasonable fees and costs for attorneys, witnesses, professionals, alternative dispute resolution and courts) arising out of or relating to any actual or alleged: (i) personal injury or property damage arising out of or related to the performance of any resulting Agreement; (ii) misrepresentation, breach of warranty, or breach of covenant or other promise by Company of any representation, warranty, covenant or other promise in any resulting Agreement; and (iii) infringement by Company of any third party's patent, trademark or copyright, or misappropriation of any third party's trade secret. Company shall choose and employ counsel reasonably acceptable to DePaul, and DePaul shall have the right to participate in the defense of any action or legal representation to which this indemnification provision applies. Company shall not compromise or settle any claim covered by the indemnification provision without DePaul's consent.

- 13. Insurance Requirement:** The contractor shall cause a Certificate of Insurance to be issued naming the University as an additional insured. The Certificate of Insurance must be received and approved before commencement of operations. The contractor must maintain the insurance for the duration of the project or the term for which the services will be rendered. The certificate must evidence coverage as required by the University.
- 14. Equal Employment Opportunity Requirements:** The contractor shall not discriminate against any employee or applicant for employment because of race, color, ethnicity, religion, sex, sexual orientation, national origin, age, marital status, physical or mental disability, parental status, housing status, source of income or military status, or any other group protected by law, including federal, state, and local equal employment opportunity laws.
- 15. Requested Information:** The University will not pay for any information requested herein, nor is it liable for any costs incurred by the participant in responding to this request. All proposals submitted become the property of the University; they will not be returned.
- 16. Binding Information:** None of the information released either verbally or in writing shall be deemed binding to the University in any manner.
- 17. Participant Terms:** The University will not enter into any agreement or execute any contract or affix signature to any document from a participant whose terms, written or verbal, require the University to waive all conditions or requirements negotiated, provided for in this document, our purchase order, or by mutual consent. Any

document containing a clause or clauses that serve to supersede all other documents attached to this transaction may be rejected.

- 18. Contracting:** Your response to this RFP constitutes an offer to do business with DePaul University under (at a minimum) the terms, conditions and pricing collectively gathered by this process. In the event a contract is awarded, the University, at its option, may incorporate all or parts of your response in that contract. Any or all answers and information contained within your proposal shall become part of the final agreement between you and the University.
- 19. Signatures:** All proposals or offers must be signed by a duly appointed officer or agent of your company.
- 20. Additional Provisions:** Notwithstanding any other provision of this Request for Proposal, the University expressly reserves the right to:
- a. Conduct discussions with any or all participants for the purpose of clarification of proposals;
  - b. Waive, or decline to waive, any insignificant defect or informality in any proposal or proposal procedures;
  - c. Accept, reject, or negotiate the terms of any proposal, or any parts thereof, for the purpose of obtaining the best and final offer;
  - d. Reissue a Request for Proposal;
  - e. Cancel this Request for Proposal;
  - f. Select the finalist(s) based on the University's analysis and evaluation of proposals submitted. The University reserves the right to request presentations of proposals if the University feels further information is appropriate to the decision-making process;
  - g. Negotiate with any or all of the participant's representatives for the purpose of obtaining best and final offers. However, proposals will be evaluated on the assumption that the proposed costs/revenues are your most favorable.

**APPENDIX A  
NON-COLLUSIVE CERTIFICATE**

By submission of this document, each person signing certifies, and in the case of a joint submittal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

1. The content of this request has been arrived at independently without collusion, consultation, communications, or agreement for the purpose of restricting competition as to any matter relating to service or cost with any other provider(s) or with any competitor.
2. No attempt has been made or will be made by provider to include any other person, partnership or corporation to submit or not to submit a response for the purpose of restricting competition and;
3. No employee, agent or consultant of DePaul University has received or will receive any payment or any other form of compensation from provider as a result of award of an agreement or promise of award to provider.

Authorized Name: \_\_\_\_\_

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

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

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

Date: \_\_\_\_\_

## Exhibit B - COST PROPOSAL FORM

**Instructions:**

Complete the Cost Summary below, which shall be a roll-up of all subsequent Cost Detail sections. Cost Summary shall represent the full cost of consultation fees, reports, software implementation, and other services over the first three (3) years.

The Total Cost should include all software and services costs necessary to deliver the proposed solution at a fixed fee. The timing of all costs should match Respondent's implementation plan

Complete the Cost Detail sections which shall include unit pricing and total costs as applicable. In case of a discrepancy between the unit and total pricing, the unit price(s) shall govern.

Cost Detail sections indicate anticipated cost items. Please add items as needed/proposed.

Cost Summary					
Item		Cost Year 1	Cost Year 2	Cost Year 3	Total
1	Annual Costs				
2	Reporting Costs				
3	Implementation Services Costs (If applicable)				
4	Training Costs (If applicable)				
5	Additional Service Fees				
6	Other Costs				
	<b>TOTAL</b>	0	0	0	0

## Exhibit C - RESPONSE GRID

### Products & Services

Specification/Functionality	YES	NO	NOTES
A dedicated consultant will be provided along with ongoing support			
Prepare all legally required AAP Narratives and Reports and submit the required Veteran's report.			
Benchmarking by job group			
Benchmarking includes different sectors within the University (Athletics, Academic Programs, etc.			
The Consultant will review the University's current job group structure and related practices, if any, to ensure best practices are being			
Training will be provided to the University's staff to effectively work with the consultant.			
Provide support to the University in the event of an OFCCP audit.			
Be available to answer questions on reports and provide guidance when requested.			
Provide data to produce sector reports			
Statistical analysis of the following groups: Women, Minorities, Protected Veterans, Individual with Disabilities.			

### Technology/Software Platform:

Specification/Functionality	YES	NO	NOTES
Describe the software platform that is used to capture Affirmative Action data.			
Is the platform Cloud based?			
Does it allow the users to set up tables and run reports?			
What standard/ancillary reports are available?			



Does it allow to change relevant labor market without intervention?			
What is the process for creating and/or requesting custom reports?			