

REQUEST FOR PROPOSAL
Emergency Restoration Services
Specification & Contract Document Number: Q00930

**Submission Deadline
for Proposals:**

Tuesday September 18, 2018, 2:00 p.m., Central Time.

**Deadline for any questions
regarding this project:**

Wednesday September 5, 2018, 11:00 a.m., Local Time.

Number of Copies:

Submit (5) Hard Copies of Proposals
One Marked "*Original*"
(2) Copies Pricing Proposals including Scenario (Submitted in a separately sealed envelope and clearly marked)
One additional copy the Proposal & Pricing on a flash drive

**Please Mark the
Return Envelopes:**

1. Emergency Restoration Services - Q00930
2. Due September 18, 2018 at 2:00 p.m. Local Time
3. Q00930

Return Proposals To:

Harper College Purchasing Department
"A" Building, Room A217
1200 W. Algonquin Road
Palatine, IL. 60067

Issued by: *Aaron Thompson*
Purchasing Specialist

PROPOSALS SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED

LEGAL NOTICE

Harper College will accept Proposals for Emergency Restoration Services Q00930 until 2:00 p.m., Local Time on Tuesday September 18, 2018.

Proposals shall be submitted to: Harper College Purchasing Department
"A" Building, Room A217
1200 W. Algonquin Road
Palatine, IL. 60067-7398

Interested parties may contact the Purchasing Department for the Request for Proposals documents. The deadline for any questions regarding this project will be Wednesday, September 5, 2018 at 11:00 a.m., Local Time. Questions should be addressed to Aaron Thompson athompso@harpercollege.edu with a copy to purchasing@harpercollege.edu.

Offers may not be withdrawn for a period of 90 days after closing date without the consent of the Board of Trustees.

Any responses submitted unsealed, unsigned, fax transmissions or received subsequent to the aforementioned date and time, may be disqualified and returned to the submitter.

Bidders shall comply with Business Enterprise Program: Participation and Utilization Plan developed by Harper College. There is a 20 percent aspirational goal on the contract.

Harper College reserves the right to reject all Proposals or parts thereof, to waive any irregularities or informalities in the Request for Proposals (RFP) procedures and to award the contract in a manner best serving the interest of the College.

Aaron Thompson
Purchasing Specialist

GENERAL PROCESSING AND SELECTION PROCEDURES

The following procedures are generally used in the selection of vendors to provide professional services:

1. The Selection Committee is formed to evaluate the Request for Proposals (RFP) responses.
2. The committee prepares a project description, criteria for selection and requirements for the specific contract. A Request for Proposals package is sent to interested parties and a legal notice of the intent to contract for services is published.
3. The committee receives written RFP responses. The RFP responses should include a resume of the firm, references from past and present clients, similar experience, the names and background of project personnel, a narrative or work plan describing their approach to the specific project, a project task schedule (as applicable), and any other submittals requested within the document.
4. The committee reviews and evaluates the RFPs based on the established selection criteria and a comparison of all RFP responses submitted. If necessary, the committee may request a meeting with one or more Respondents to clarify and/or expand on the response. In accordance with the requirements of the RFPs, the College may negotiate terms, conditions and fees with the successful Respondent.
5. The committee selects the RFP response which, based on the ability to meet the criteria, appears to be the most advantageous selection for the College, and subsequently recommends contract award to the Executive Vice President.
6. Harper College reserves the right to reject all Proposals or parts thereof, to waive any irregularities or informalities in the Request for Proposals (RFP) procedures and to award the contract in a manner best serving the interest of the College.
7. The contracts for \$25,000 or greater are presented for approval to the College Board of Trustees.

GENERAL INFORMATION

1. REQUEST FOR EMERGENCY RESTORATION SERVICES

Harper College is seeking proposals for an as needed Emergency Restoration Services contractor. The contractor will be required to respond to those events (losses) where services are needed for the immediate and initial response to emergency situations such as, but not limited to water/fire damage, mold remediation, biohazard clean up, sewage decontamination deodorization, vandalism cleanup, debris removal, etc. The contractor will not be responsible for any structural repair or construction.

2. PROPOSAL DUE DATE

Contractors are to provide four (4) printed proposals; one marked original, and one CD or flash drive copy. Proposals are due no later than 2:00 p.m. August, 27 2018. No email or fax proposals will be accepted.

All required forms and documents must be submitted in a sealed envelope, addressed to:

*Harper College
Purchasing Department, Room A217
1200 W. Algonquin Road
Palatine, Illinois 60067-7398*

Questions must be submitted in writing by Wednesday, September 5, 2018 at 11:00 a.m. Local Time.

Only questions submitted by email and received by the deadline will be responded to. Questions received by the deadline may be answered in the form of an addendum. Please direct any questions regarding this Request for Proposal (RFP) to: Aaron Thompson, athomps@harpercollege.edu with a copy to purchasing@harpercollege.edu.

3. GENERAL CONDITIONS

- 3.1. The vendor shall not use the College's name or any contract information for advertising purposes without the written consent of Harper College.
- 3.2. By submitting a proposal, the respondent acknowledges that he has read this RFP, understands it, and agrees to be bound by its requirements. Harper is not responsible for the accuracy of any information regarding this RFP that was gathered through a source different from the inquiry process described in the RFP.
- 3.3. Proposals not submitted in the format as instructed by this RFP may not be accepted. Addendums to this proposal, once filed, may be submitted in a sealed envelope only, and properly identified, prior to the opening.
- 3.4. Harper reserves the right to reject any or all proposal parts thereof, to waive any irregularities or informalities in procedures, and to award in a manner best serving the interests of Harper.
- 3.5. Any Purchase Order resulting from the RFP responses will incorporate the terms and provisions of said documents.

- 3.6. Harper College reserves the right to reject any or all proposals submitted and to request additional information from all vendors. Harper College reserves the right to negotiate any points of the contract, including cost. Any contract awarded will be made to the firm, based on evaluation of all responses, applying all criteria and oral interviews if necessary, that is determined to be the best qualified.
- 3.7. Upon review of submitted proposals, the top ranked vendor or vendors may be called upon to meet with key Harper College personnel for a more detailed interview or discussion.
- 3.8. Respondents are cautioned to read the information contained in this RFP carefully and to submit a complete response to all requirements and questions in the order requested.
- 3.9. Restrictions on Communications with Harper staff. For violation of this provision, Harper shall reserve the right to reject the proposal of the offending respondent. All questions concerning this RFP must be submitted via email attachment with the RFP number on the subject line. Questions asked via any means other than this method will not be accepted. No response other than via this method will be binding upon Harper.
- 3.10. Amendments to Proposals: Amendments or withdrawals of proposals will be allowed only if the amendment or withdrawal is received before the proposal due date. No amendment or withdrawals will be permitted after the due date, except as authorized by the College.
- 3.11. Harper will not be liable for any costs incurred by a respondent in responding to this RFP (including demonstrations), regardless of whether Harper awards a contract through this process, or cancels this RFP for any reason, or contracts for the work through some other process or issues another RFP.
- 3.12. All proposals and other material submitted will become the property of Harper and may be returned at Harper's option. Proprietary information, if included, should be identified in the proposal or supporting materials as such. Harper will have the right to use any materials or ideas submitted in the proposal without compensation to the respondent. Additionally, all proposals will be open to the public after the Purchase Order has been awarded. It is intended to keep proprietary information confidential.
- 3.13. Payment: Properly submitted invoices will be processed in accordance with the terms on the face of this Contract and as provided under the "Local Government Prompt Payment Act", 50 ILCS 505/1, et seq.
- 3.14. Term of Contract: The term of contract will be for three years, with an option for (1) one year renewal, upon mutual agreement. The initial contract term will be from November 1, 2018 – October 31, 2021.
- 3.15. Concealed Carry
The contractor/supplier acknowledges that firearms are prohibited on the College's campus except as provided in Section 65 of the Firearm Concealed Carry Act, 430 ILCS 66/65. The Contractor shall inform its employees and subcontractors of this prohibition and shall strictly enforce it when on the College's campus. The supplier/contractor further agrees to consult and comply with Harper College's Board Policies regarding the possession of firearms on campus.

3.16. Background Checks

The contractor agrees to conduct criminal background checks on each of its employees, as well as employees of its subcontractors, prior to sending them to the College. The College may request new background checks of any employee at any time. Such criminal background checks will be performed at Contractor's or Subcontractor's expense and at no additional cost to the College. If in the College's sole discretion objectionable information regarding any employee is discovered in the background check, such person shall not be allowed to continue working at the College. The minimum background check process shall include, but not be limited to, the following checks:

1. Social Security Number Trace
2. Federal, State and County Criminal Background Checks
3. National Sex Offender Registry

4. ESTIMATED TIMELINE

RFP Issued.....	August 24, 2018
Last Day to submit questions for a response 11:00 a.m. CST.....	September 5, 2018
Final Addendum Issued by	September 7, 2018
Proposal Submission Deadline 2:00 p.m. CST	September 18, 2018
Oral Interviews (Optional).....	Week of October 8, 2018
Board of Trustee Approval	November 14, 2018
Project Start Date (upon award and contract execution).....	November 19, 2018

No contact between the Evaluation Review Committee and Respondents shall be made during this time. No other questions or inquiries will be addressed other than as indicated.

NOTE: The College reserves the right to amend and/or change this schedule of RFP activities, as it deems necessary under the circumstances. The College and Contractor may amend this contract during the period of performance by mutual agreement.

CONTRACTOR REQUIREMENTS

Below are the requirements that the College is looking for in a contractor. Your responses in the RFP should be well organized, clear and concise.

- 4.1. Proposals: The College is looking for an emergency services contractor that will be able to perform all work required to restore College owned property damaged by water intrusion, fire or smoke, biological/trauma and/or mold. The contractor will not be responsible for reconstruction. Please provide background information on the company to include years in business and type of work completed.
- 4.2. Response Time: The contractor must be able to respond and prioritize the College within one (1) hour of the initial notification. The contractor shall be on-site within three (3) hours of the initial notification to determine the scope of work involved. The contractor shall provide an initial scope of work and projected price to the College within twenty-four (24) hours from the time the contractor arrives on site. Please indicate your ability and staffing levels to meet this requirement.

- 4.3. Equipment: The contractor must own a minimum of \$500,000 of the restoration equipment used in the performance of this contract. Examples of equipment that may be required are drying equipment, air scrubbers, moisture meters, etc. Please include an inventory list of your owned equipment with proposal. The listing shall include the type of equipment name of manufacturer, current value and office location of equipment.
- 4.4. Pricing Detail: Contractors shall provide a detailed pricing sheet with the RFP that will detail their hourly rates for labor and rental equipment. Rates requested, shall include Project Coordinator, Project Manager, Supervisor, Skilled Labor, General Labor, Field Technician, Dehumidification Technician, Mold Technician, Health, Safety Officer and anyone else needed for an emergency project. Hourly rates for rental equipment necessary a clean-up shall also be provided. Please provide detail on how your company will make sure the project costs you are using will be in line with the area market costs. If actual on-site services are determined by the contractor to require a change in scope of work, budget or time, affecting the original price quote, the contractor shall contact the College immediately upon such determination to receive approval for proceeding with the change of work.
- 4.5. Invoice Requirements: Unless otherwise agreed by the Board of Trustees in the original contract for services, all invoices for services rendered must be itemized by the name of the individual doing the work, the date of the work, the time expended by the individual, with a description of the work. In addition, all costs must be itemized with a description of the purpose for which the cost was incurred.
- 4.6. Contractor Qualifications: The contractor will outline their capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, and reliability which will assure good faith performance, as well as satisfactory reference verification. This criteria includes:
 - a. The experience of the firm and its record on engagements of a similar nature, including the ability to serve in a similar capacity for other Colleges or organizations.
 - b. Personnel to be assigned to the project, and their education, capabilities, qualifications and experience with similar projects; and other areas addressed in the Statement of Work herein.
- 4.7. Staffing: The contractor shall maintain the personnel resources necessary to manage staff and perform the work within this proposal.
- 4.8. Priority: Scenario - Contractor shall state how they will prioritize Harper College in case of national disaster as part of their response. See page 10 for the Restoration Services Scenario.

5. EVALUATION CRITERIA

The following criteria will be used in selecting the most responsive proposal:

- 5.1. Responsiveness to the RFP
- 5.2. Services to be provided
- 5.3. Qualifications and experience
- 5.4. Fees
- 5.5. References

6. CONTRACT

- 6.1. A proposed contract should accompany your proposal. The College reserves the right to reject all proposed contracts and submit a contract to successful contractor for consideration.
- 6.2. No final selection will be approved until all contract provisions have been agreed to.
- 6.3. The RFP and proposal as well as any clarifying documents will become part of the contract.
- 6.4. The term of the contract will be for three years, with an option for (1) one year renewal, upon mutual agreement. The initial term will be from November 1, 2018 – October 31, 2021.
- 6.5. The College may upon ten (10) days written notice to the contractor, terminate the contract, in whole or in part, for just cause, which shall include failure of the contractor to fulfill in a timely and proper manner the obligations under the contract.
- 6.6. Should the contractor fail to comply with the provisions of the contract, payment for portions of the contract will be withheld until such time as the contract terms have been implemented.
- 6.7. The contractor shall not enter into any subcontracts for any of the work contemplated under the contract without prior written authorization from the College.
- 6.8. In performing the contract, both parties agree to comply with all applicable state, federal, and local laws, rules and regulations.
- 6.9. The contractor shall function as an independent contractor for the purposes of the contract and shall not be considered an employee of the College for any purpose.
- 6.10. Nothing in the contract shall be interpreted as authorizing the contractor or its agents and/or employees to act as an agent or representative for or on behalf of the College or to incur any obligation of any kind on the behalf of the College.

7. CERTIFICATE OF INSURANCE

Contractors must supply a copy of a certificate of insurance evidencing general liability, worker compensation including a waiver of subrogation. If contract is awarded a certificate of insurance with the College and its agents will be required to be listed as additionally insured. Required limits are:

General Liability	General Aggregate	\$2,000,000
	Products-Comp/Op Agg	\$2,000,000
	Personal Injury	\$1,000,000
	Each Occurrence	\$1,000,000
	Fire Damage (Any one fire)	\$50,000
	Medical Exp (Any one person)	\$5,000
Excess Liability	Each Occurrence	\$2,000,000
	Aggregate	\$2,000,000
Automobile Liability	Bodily injury (each acc)	\$1,000,000
	Property damage (each acc)	\$1,000,000
Worker's Compensation	Statutory Limits	
	Each accident	\$500,000
	Disease-Policy limit	\$500,000
	Disease-Each employee	\$500,000
Pollution Liability	Each Occurrence	\$1,000,000

8. PROPOSAL REQUIREMENTS

The proposal shall be tabbed and laid out with each letter below representing a tabbed section and in this sequence:

- A. Response to Contractor Requirements:
 - 1. Qualifications
 - 2. Response Time
 - 3. Equipment – including inventory and locations
 - 4. Pricing Detail
 - 5. Point of Contact
 - 6. Staffing
- B. Certificate of Insurance
- C. Pricing Proposal:
 - 1. Include your hourly rates for labor and rental equipment for the three year term
 - 2. In addition complete the pricing scenario included in this RFP and include it in a separately sealed envelope
 - 3. Pricing proposals shall be submitted in a separately sealed envelope
- E. Proposed Contract
- F. References – including contact names, size and type of work performed

Restoration Services Scenario:

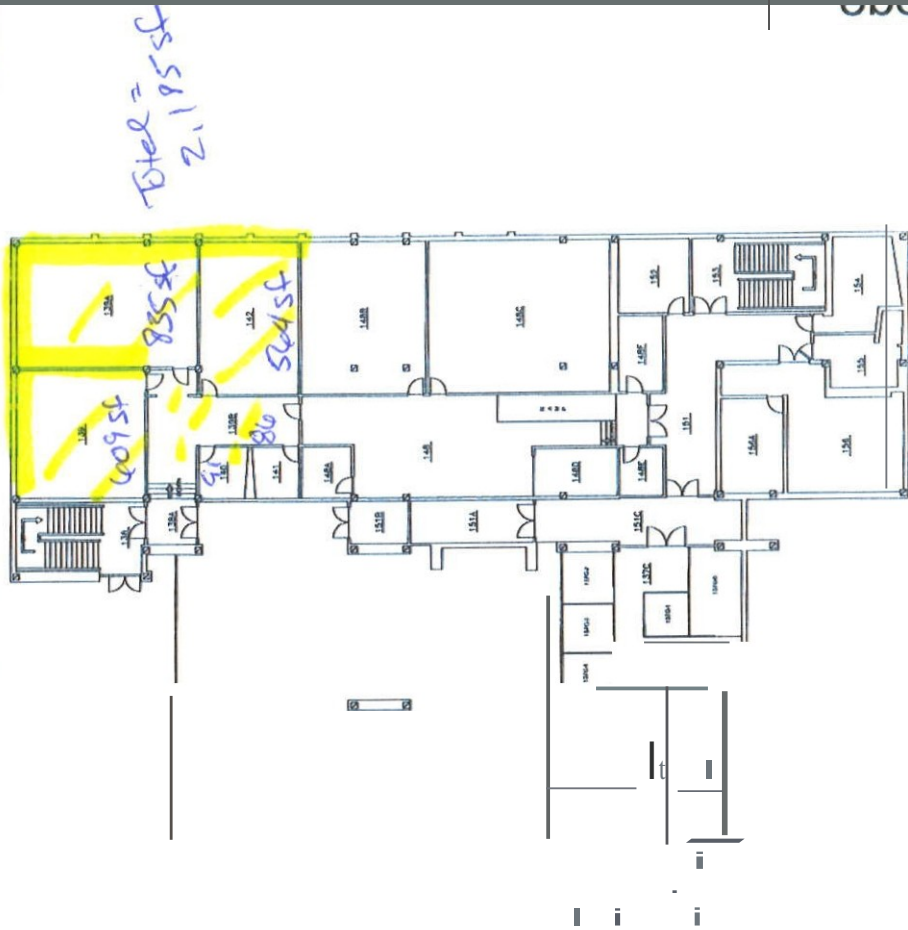
Due to heavy overnight spring rains, there was area wide flooding and water seeped into building A (three classrooms -- 139, 139A & 142; hallway and one office - total square feet approx. 2,185) and in building W (auditorium and back hallway -- total square feet approx. 1,350). (See floor plans.). Sump pumps were all working, rain infiltrated through foundations and miscellaneous sources. Harper maintenance started clean up ASAP. All equipment and furnishings were protected; however, there was approx. 6 inches of water in A139, A139 and A142. In W bldg. the back hallway to the auditorium and the auditorium also had about 6 inches of water. All water was pumped out and cleaned up ASAP; however, walls and carpets remained wet. A remediation contractor was called for water extraction and remediation. It took 48 hours for remediation of both spaces. Initial call was made at 6 a.m. on a Tuesday, June 2, 2018 at 6:00 a.m.

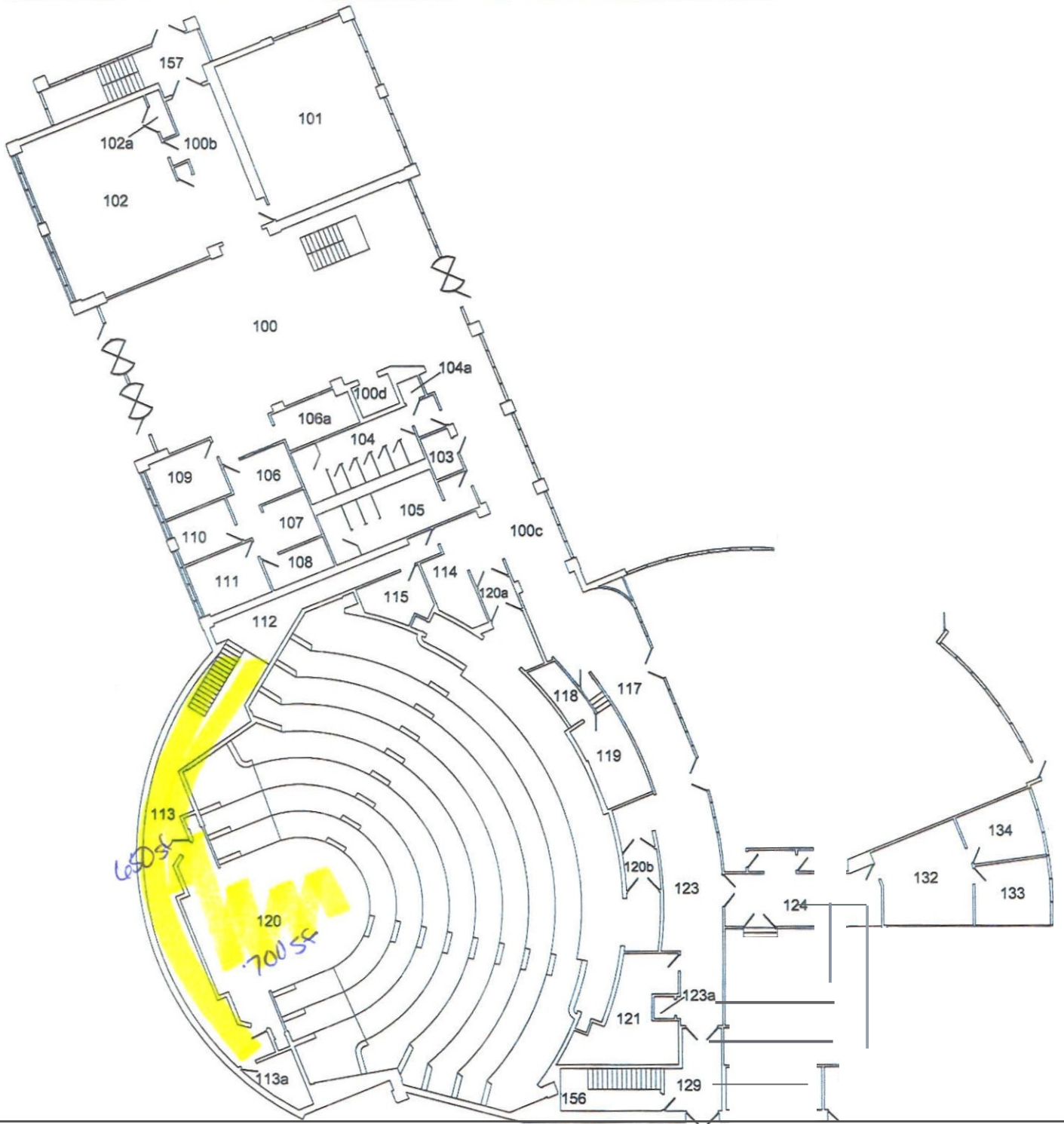
Assumptions:

1. Harper College will protect equipment and furnishings.
2. The contractor will clean up approximately 6 inches of water throughout the areas impacted.
3. Contractor will provide water extraction and remediation services requiring 48 hours of remediation of both spaces and the initial call is made at 6 a.m. Tuesday.

For this size of project answer the following questions:

1. How many employees would you bring out? List job title and pay rate.
2. How many hours would they need to spend on site? List number of hours and pay rate.
3. How long would the Project Mgr. be on site? List job title and pay rate.
4. How much equipment would you bring? List type of equipment, number of pieces, rental rate (per hour) and total of hours needed.
5. List any other supplies needed for such a project and associated costs.
6. List any other costs on the project.
7. What would be your total cost for cleanup of such a project?
8. State the time the College is guaranteed an initial response.
9. State the time your firm is guaranteed to be on site.





TO: Harper College
1200 W. Algonquin Road
Palatine, IL 60067
ATTN: Purchasing Department

FROM: Organization: _____
Address: _____
City, State, Zip Code: _____
Contact Person: _____
Telephone Number: _____
Facsimile Number: _____

AUTHORIZED NEGOTIATORS:

Name: _____ Phone #: _____

Name: _____ Phone #: _____

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

In submitting this proposal, it is understood that the College of Harper reserves the right to reject any or all Proposals, to accept an alternate Proposal, and to waive any informalities in any Proposal.

In addition to this document, Respondents shall furnish, with the proposal, all submittals as required herein.

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed.

_____ Partnership: State full names, titles and addresses of all responsible principals and/or partners on attached sheet.

_____ Corporation: State of Incorporation: _____

Please provide your Federal Employer Identification Number (F.E.I.N.):

Seal (affix seal below if applicable)

(List Name of Officers)

President _____

Vice-President _____

Secretary _____

Treasurer _____

CERTIFICATION OF COMPLIANCE

THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

1. That the undersigned has authority to make this certification on behalf of the bidder.

Name of Company

2. That the undersigned has read the contents, in regard to disqualification of certain bidders, which are contained on the following pages of the bid documents.

3. That the undersigned knows of his own knowledge that the bidder is not disqualified from bidding under the aforesaid sections.

Authorized Signature

Type or Print Name

Title

Instructions: This is to be completely filled out and executed by the chief officer or the bidder authorized to submit the certification.

DISQUALIFICATION OF CERTAIN BIDDERS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any state in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Antitrust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Antitrust Act and Clayton Act 15 U.S.C. Sec. 1 et seq.;
- (E) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (F) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (G) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (H) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

HARPER COLLEGE
TAX COMPLIANCE AFFIDAVIT

_____, being first duly sworn,

deposes and says: that he is _____
(Partner, Officer, Owner, Etc.)

of _____.
(Contractor)

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the College of Harper because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act, or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

SEAL

Failure to complete and return this form may be considered sufficient reason for rejection of the bid

HARPER COLLEGE

ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

_____, being first duly sworn,

deposes and says: that he is _____
(Partner, Officer, Owner, Etc.)

of _____.
(Contractor)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid rigging or bid rotating.

(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

Failure to complete and return this form may be considered sufficient reason for rejection of the bid

**HARPER COLLEGE
CONFLICT OF INTEREST FORM**

_____, hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the proposer, its owners and employees, and any official or employee of William Rainey Harper College.

Proposer further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if Proposer has not disclosed any actual or potential conflict of interest, William Rainey Harper College may disqualify the proposal.

(Name of Proposer if the Proposer is an Individual)
(Name of Partner if the Proposer is a Partnership)
(Name of Officer if the Proposer is a Corporation)

The above statements must be subscribed and sworn to before a notary public. Subscribed and Sworn to this ____ day of _____, 20__

Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

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 (DBE) (collectively, BEP certified vendor(s)). 30 ILCS 575

Contract Goal to be Achieved by Vendor: This solicitation includes a specific BEP participation goal of 20% of the total dollar amount awarded to MBEs and FBEs, with at least 50% of the total dollar amount awarded to FBEs.

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

- 5.3.3 The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the College to be reasonable and not excessive as compared with fees customarily allowed for similar services.
 - 5.4 BEP certified vendors who are performing on contract as second tier subcontractors may be counted in meeting the established BEP goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.
 - 5.5 A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.
 - 5.5.1 A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The BEP certified vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the College shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
 - 5.5.2 A BEP certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain BEP certified vendor participation. In determining whether a BEP certified vendor is such an extra participant, the College shall examine similar transactions, particularly those in which BEP certified vendors do not participate, and industry practices.
 - 5.6 A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.
- 6. **Good Faith Effort Procedures:** Vendor must submit Utilization Plans, subcontract documents, and/or Letters of Intent that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must document and explain within the Utilization Plan the good faith efforts it undertook to meet the goal. Utilization Plans are due at the time of and must be enclosed and sealed with the bid or offer submission. Copies of subcontract documents and/or Letters of Intent shall be due upon request.
- 7. **Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan. **After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract.** If Vendor did not succeed in obtaining BEP certified vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of BEP certified vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.

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

or eligibility of the BEP certified vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the College to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.

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

UTILIZATION PLAN

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

(Vendor) submits the following Utilization Plan as part of our bid or offer in accordance with the requirements of the BEP Program Status and Participation section of the solicitation for _____, Illinois

Reference Number Q_____. 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: _____

Signature of authorized representative of bidder:

Name: _____ Title: _____

Signature: _____

Telephone: _____ Email: _____

Notary: _____

BEP Utilization Plan

The following firms will be utilized to meet the goals of the BEP Program

<u>Name of Firm</u>	<u>Contract Value</u>	<u>Type of Firm MBE/WBE</u>	<u>Description of Work</u>	<u>% of Total Bid</u>
Total				

Enter the dollar value of the total bid amount including the sum of the all alternates and allowances:

Bid Package # _____ Total Bid Amount \$ _____

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

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

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

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