



1200 West Algonquin Road  
Palatine, Illinois 60067-7398

847.925.6000  
harpercollege.edu

**Request for Bid**  
***Remove, Furnish and Install Theater Curtains***  
***Specification & Contract Document Number: Q00951***

**Bid Opening:** 11:00 a.m. Local Time on January 31, 2019

**Non-Mandatory Pre-Bid Meeting:** January 18, 2019 at 2:00 p.m., Local Time,  
Building W, Room W-219  
1200 W. Algonquin Road, Palatine, Illinois

**Deadline for any questions Regarding this project:** January 21, 2019 at 10:00 a.m. Local Time

**Return Bids To:** Harper College  
1200 W. Algonquin Road  
Palatine, Illinois 60067-7398  
Attn: Purchasing Department  
"A" Building, Room A-217

**Please mark the Return Envelope:** - Request for Bid Q00951  
- January 31, 2019  
- Remove, Furnish and Install Theater Curtains

**Bid Deposit:** None

**Performance Bond:**  
**Labor Payment Bond:** None

*Issued by: Aaron Thompson*  
*Purchasing Specialist*

***Please return the entire document intact.***

## LEGAL NOTICE

Official notice is hereby given that bids will be received in the Purchasing Department of William Rainey Harper College, Building "A", Room A-217, 1200 West Algonquin Road, Palatine, Illinois 60067 until January 31, 2019 at 11:00 a.m. local time at which time they will be publicly opened and read aloud for:

### **Remove, Furnish and Install Theater Curtains Specification & Contract Document Number Q00951**

Bidding documents are available on the Harper website at [www.harpercollege.edu](http://www.harpercollege.edu) or by contacting the Purchasing Department at [purchasing@harpercollege.edu](mailto:purchasing@harpercollege.edu).

A non-mandatory pre-bid meeting will be conducted on January 18, 2019 at 2:00 p.m. Local Time. Interested qualified firms will assemble in "W" Building, Room W-219 at 1200 W. Algonquin Road in Palatine, Illinois. The last day to submit questions is January 21, 2019 at 10:00 a.m. local time. Questions submitted after that date may not receive a written response. Questions should be addressed to Aaron Thompson at [athompso@harpercollege.edu](mailto:athompso@harpercollege.edu) with a copy to [purchasing@harpercollege.edu](mailto:purchasing@harpercollege.edu).

No bids may be withdrawn for a period of 90 days after the submission without the consent of the Board of Trustees. Any bid submitted unsealed, unsigned, fax transmission, email or received subsequent to the afore-mentioned date and time, may be disqualified and returned to the bidder.

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.

The College reserves the right to reject all bids or parts thereof, to waive any irregularities or informalities in bidding procedures and to award the contract in a manner best serving the interest of the College.

Any bid submitted unsealed, unsigned, fax transmission, email or received subsequent to the aforementioned date and time, may be disqualified and returned to the bidder.

HARPER COLLEGE  
Aaron Thompson  
Purchasing Specialist

**HARPER COLLEGE  
SECTION 1.0 GENERAL CONDITIONS**

**1.1 DEFINITIONS**

The following terms when used in the contract documents shall be defined as follows:

Bidder – The legal entity to which the contract is awarded by Harper College.

**1.2 INTENT OF THE CONTRACT DOCUMENTS**

The contract documents are complimentary, and what is called for by one shall be as binding as if called by all. The intention of the contract documents is to include in the contract price the cost of all materials, equipment, bonds, transportation and all other expenses as may be necessary for the complete performance of the contract according to the contract documents.

**1.3 SILENCE OF SPECIFICATIONS**

The apparent silence of specifications as to any detail or apparent omission from it as detailed description concerning any point shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship to be used.

**1.4 CONTRACT QUANTITIES**

- A. Specific Quantities: Where quantities are specifically stated in the contract documents, the bidder shall deliver and the College pay for only such quantities as therein stated.
- B. Requirements: Where quantities are stated in the contract documents in terms of requirements, the bidder shall deliver all such quantities as are ordered by the College within the contract period at the unit price that is proposed.
- C. Estimated Quantities: Where quantities are stated in the contract documents in terms of estimated quantities, the bidder shall supply that quantity as specified by the College within the limits of more or less than ten percent (10%) of the estimated quantity so specified, unless otherwise stated within the specification.

**1.5 NO USE OF COLLEGE'S NAME**

The bidder is specifically denied the right of using in any form or medium the name of the College for public advertisement unless the College has granted permission to the bidder to do so.

**1.6 NEW PARTS AND MATERIALS: TITLE**

Equipment and material must be of current date (latest model or supply) and meet specifications. This provision excludes the use of surplus, re-manufactured or used products, whether in part or in whole, except where specifications explicitly provide therefore. Further, the bidder warrants that it has lien free title to all equipment, supplies, or materials purchased under the terms of this contract.

**1.7 SUBLETTING OF CONTRACT OR CONTRACT FUNDS**

It is mutually understood and agreed that the bidder shall not assign, transfer, convey, sublet, or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm, or corporation, without the previous written consent of the College and in no case shall consent relieve the bidder from his obligations, or change the terms of the contract.

**HARPER COLLEGE**  
**SECTION 1.0 GENERAL CONDITIONS**

**1.8 HOLD HARMLESS**

The bidder agrees to indemnify, save harmless, and defend Harper College, its officers, officials, employees, volunteers and agents, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, or expenses, including court costs or attorney fees for or on account of any injury to any person, or any death at any time resulting from such injury or any damage to any property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract.

**1.9 GUARANTIES AND WARRANTIES**

All guaranties and warranties required shall be furnished by the bidder and shall be delivered to the College before the final voucher on the contract is issued.

**1.10 DELIVERY AND BILLING**

- A. Shipping: All materials shipped to Harper College must be shipped F.O.B. delivered designated location, Palatine, Illinois. If the delivery is made by truck, the bidder must make arrangements in advance in order that the College may schedule for receipt of the materials. The materials must then be delivered where directed. No deliveries will be accepted on Saturday, Sunday, or holidays.
- B. Packing Slips: All shipments or deliveries shall be accompanied by packing slips or delivery tickets and shall contain the following information for each item delivered:
  - 1. Purchase order number
  - 2. Name of the article and stock number
  - 3. Quantity ordered
  - 4. Quantity back-ordered
  - 5. Name of bidder
- C. Inspections: The College shall have the right to inspect any materials, components, equipment, supplies, services, or completed work specified herein. Any of the said items not complying with these specifications are subject to rejection at the option of the College. Any items rejected shall be removed from the premises of the College and/or replaced at the entire expense of the bidder.
- D. Invoices: Mail All Invoices to:

William Rainey Harper College  
Attn: Accounts Payable  
1200 W. Algonquin Road  
Palatine, IL 60067-7398

**1.11 TOXIC SUBSTANCES DISCLOSURES**

All bidders must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and covered by said Act.

**HARPER COLLEGE**  
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**1.12 "EQUAL EMPLOYMENT OPPORTUNITY"**

In the event of the bidder's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act of the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the bidder may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the bidder agrees as follows:

- A. That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- B. That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- C. That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.
- D. That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the bidder's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the bidder in its efforts to comply with such Act and Rules and Regulations, the bidder will promptly to notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.
- E. That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- F. That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.
- G. That it will include verbatim or by reference the provisions of paragraphs A through G of this clause in every performance subcontract as defined in Section 2.10 (b) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such sub-bidder; and that it will also so include the provisions of paragraphs A through G in every supply subcontract as

## **HARPER COLLEGE**

### **SECTION 1.0 GENERAL CONDITIONS**

defined in Section 2.10 (a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such sub-bidder. In the same manner as with other provisions of this contract, the bidder will be liable for compliance with applicable provisions of this clause by all its sub-bidders; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any sub-bidder fails or refuses to comply therewith. In addition, no bidder will utilize any sub-bidder declared by the Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

With respect to the two types of subcontracts referred to under paragraph G of the Equal Employment Opportunity Clause above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts:

Section 2.10. The term "Subcontract" means any agreement, arrangement or understanding, written or otherwise, between a bidder and any person (in which the parties do not stand in the relationship of an employer and an employee):

- a. for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, are utilized in the performance of any one or more contracts; or
- b. under which any portion of the bidder's obligation under any one or more contracts is performed, undertaken or assumed.

#### **1.13 NON APPROPRIATIONS**

The College reserves the right to terminate the whole or any part of this contract or to reject bids, in the event that sufficient funds to complete the contract are not appropriated by the College Board of Trustees.

#### **1.14 TERMINATION FOR DEFAULT**

The College reserves the right to terminate the whole or any part of this contract, upon written notice to the bidder, in the event of default by the bidder. Default is defined as failure by the bidder to perform any provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default and termination, the College may procure, upon such terms and in a manner as the Purchasing Department may deem appropriate, supplies or services similar to those so terminated. The bidder shall be liable for any excess cost for such similar supplies or services unless acceptable evidence is submitted to the Purchasing Department that failure to perform the contract was due to causes beyond the control and without the fault or negligence of the bidder.

#### **1.15 TERMINATION FOR CONVENIENCE**

The College may terminate this contract at any time upon a written notice to the bidder, should it be determined that these services are no longer required or if sufficient funds are not available to cover the estimated requirement. Payment for work performed prior to the effective date of termination shall be based upon an estimate of the services actually performed, and shall be mutually agreed upon by the College and the bidder. Such payment so made to the bidder shall be in full settlement for services rendered under this contract.

## **HARPER COLLEGE SECTION 2.0 INSTRUCTIONS TO BIDDERS**

The General Rules and Conditions which follow apply to all purchases and become a definite part of each formal legal notice, purchase order or contract issued by the Harper College, unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves of the conditions, requirements and specifications before submitting bids. Failure to do so will be at the bidder's own risk and the bidder will not secure relief on the plea of error.

### **2.1 DEFINITIONS:**

The following definitions shall apply wherever they appear in the contract documents.

College: Harper College

Owner: Harper College

Bid: The offer of the Bidder

Bidder: The individual, corporation, or partnership who submits a bid.

Contract Documents: Legal Notice, General Conditions, Instructions to Bidders, Supplementary or Special Conditions or Provisions, Detailed Specifications, drawings, addendum, etc.

### **2.2 GENERAL**

Bids shall be made in accordance with the instructions. Failure to execute bids as required may, at the discretion of the College, be cause for rejection.

### **2.3 FORMS**

Bids should be submitted on the forms provided by the College.

### **2.4 BLANKS & CORRECTIONS**

All blank spaces on any contract document shall be filled in with typewritten figures or printed in ink. Any erasures or corrections shall be dated and initialed.

### **2.5 SUBMISSIONS**

All bids shall be submitted in a sealed envelope to the office of the Purchasing Department, Harper College 1200 W. Algonquin Road, Palatine, Illinois, 60067, by the specified opening time of the bids. The sealed envelope shall carry the following information on the face: bidder's name, address, subject matter of the bid, date and hour designated for the opening of bids as shown in the notice.

Where bids are sent by mail or courier service, the bidder shall be responsible for their delivery to the Purchasing Department prior to the designated date and hour for opening. If delivery is delayed beyond the date and hour set for the opening, bids thus delayed will not be considered and will be returned unopened.

Bids transmitted by facsimile (fax) or e-mail will not be accepted.

No responsibility will be attached to the Purchasing Department or the College for the premature or nonopening of a bid not properly addressed and identified in the provided envelope, except as otherwise provided by law.

**HARPER COLLEGE**  
**SECTION 2.0 INSTRUCTIONS TO BIDDERS**

**2.6 EXAMINATION OF DOCUMENTS**

The bidder shall, before submitting his bid, carefully examine the specifications, project scope and work tasks to be accomplished, contract documents, bid, and insurance requirements. If his bid is accepted, he shall be responsible for, and the College will make no allowance for, any errors in his bid resulting from his failure or neglect to comply with these instructions.

**2.7 EXECUTION**

Bid shall be signed. If the Bidder is a corporation, the bid shall bear the name of the corporation, signed by an officer authorized to bind the corporation.

**2.8 WITHDRAWALS**

Bids may be withdrawn previous to the time of opening bids by written request. However, no offer shall be withdrawn within the ninety (90) calendar day period after the time set for the closing. Bidders withdrawing their bid prior to the time and date set for opening bids may still submit another bid if done in accordance with these instructions.

**2.9 WORDS AND FIGURES**

Where amounts are given in both words and figures, the words will govern.

**2.10 UNIT PRICES**

When unit prices are called for, bids shall include all unit cost items and alternates shown on the bids. When an error is made in extending total prices, the unit price will govern.

**2.11 TAXES**

Harper College does not pay Federal Excise Tax or State of Illinois Sales Tax. A copy of the tax exemption letter is available upon written request.

**2.12 NET PRICE**

Bid prices shall be net, including therein transportation and handling charges, F.O.B. Harper College, and shall further include all charges of whatsoever sort of labor and materials contained in the work or materials designated in the specifications and bids.

**2.13 INTERPRETATIONS**

Interpretations of meaning of any item in the contract documents shall be valid only if issued in writing by the owner or owner's representative designated in the contract documents.



**HARPER COLLEGE**  
**SECTION 2.0 INSTRUCTIONS TO BIDDERS**

**2.14 BID DEPOSIT**

When required on the cover sheet, all bids shall be accompanied by a bid deposit in the amount specified. Bid deposits shall be in the form of a certified check, cashier's check drawn on a responsible bank doing business in the United States and shall be made payable to Harper College. All bids not accompanied by a bid deposit, when requested, may be rejected. Bid bonds will be accepted unless otherwise indicated in the specification. Bid deposits of the two lowest bidders will be returned after acceptance by the College of a satisfactory performance bond where such bond is required. If the bidder fails to produce the bond by the completion of the contract the bid deposit may be forfeited.

**2.15 ALTERNATE EQUIPMENT OR MATERIALS**

- A) Bids shall be evaluated and considered on equipment and/or material complying substantially with the contract specification. If any bidder deviates from the contract specifications or provides a substitute for any required equipment and/or materials listed in the contract specifications, the bidder shall list such deviations and/or substitutions, including technical data when applicable in a letter attached to the bid or on a form that may be provided by the College with the documents.
- B) The College reserves the right to determine whether any deviations and substitutions listed by the bidder are within the intent of the contract specifications and will reasonable meet the service requirements of College.
- C) When brand names or part numbers are indicated, it is for the purposes of establishing description or quality standards and not meant to be restrictive.

**2.16 RESPONSIBILITY OF BIDDER**

No contract will be awarded to any person, firm or corporation that is in whole or in part, in an unsatisfactory manner, in any contract with Harper College, or who is a defaulter as to surety or otherwise upon any obligation to Harper College.

**2.17 COLLEGE'S RIGHT TO ACCEPT OR REJECT**

Harper College reserves the right to accept any bids, any part of a bid, or any combination of bids, which may be deemed to be in the best interest of the College. The Harper College further reserves the right to reject any or all bids.

**2.18 PROTEST PROCEDURE**

Any bidder wishing to file a protest regarding the bid process may do so by giving written notice to the College Purchasing Department within seven calendar days of the closing time and date. This notice should include the title of the requirement, the closing date and the nature of the protest.

Any disputes concerning a question of fact under this bid which is not disposed of by agreement shall be decided by the College. The decision of the College for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessary to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the College.

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**SECTION 2.0 INSTRUCTIONS TO BIDDERS**

**2.19 AWARDING THE CONTRACT**

The contract will be awarded to the lowest responsible and responsive bidder.

**2.20 REQUIRED AFFIDAVITS - CERTIFICATION OF COMPLIANCE**

The bidder is required to execute and submit with his proposal the Certification of Compliance affidavit found in the proposal section of these documents. Submission of the Certification of Compliance affidavit certifies that the bidder is in compliance with the following:

- A) The bidder certifies and affirms that the proposal was prepared independently for this project and that the pricing contains no fees or amounts other than for the legitimate execution of this work as specified, and that it includes no understanding or agreements in restraints of trade.
- B) The bidder certifies that he is not barred from bidding on this contract as a result of a conviction for violation of State of Illinois laws prohibiting bid-rigging or bid-rotating pursuant to Illinois Compiled Statutes, 720 ILCS 5/33E-1 et seq.
- C) The bidder certifies that he is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, pursuant to Illinois Compiled Statutes, 65 ILCS 5/11-42.1-1.
- D) The bidder agrees to provide a drug free workplace in accordance with the Illinois Drug Free Workplace Act, Illinois Compiled Statutes, 30 ILCS 580/1 et seq. (This requirement applies to employers having twenty-five (25) or more employees.)
- E) The bidder certifies that he has a written Sexual Harassment Policy in place in full compliance with Illinois Compiled Statutes, 775 ILCS 5/2-105(A)(4).

William Rainey Harper College, Community College District No. 512, confirms that it is in compliance with said statute.

Failure of the bidder to complete and return the Certification of Compliance affidavit may be considered sufficient reason for rejection of the bid.

**2.21 ALTERNATE AND MULTIPLE BIDS**

Unless otherwise indicated in these documents, the bidder may not submit alternate or multiple bids as part of this package. The submission of more than one bid within a single package may be cause for rejection of any or all of the bids of that bidder.

## **HARPER COLLEGE SECTION 3.0 SPECIAL CONDITIONS**

### **3.1 INSPECTION OF INSTALLATION / WORK SITE**

Prior to submission of the bid, the bidder shall inspect in detail the site/s of the proposed work and familiarize him/herself with the local conditions affecting the contract under which he will be obligated to operate in performing the work. In particular, the bidder shall review the work site in respect to adequacy of access. Any concerns by the bidder in respect to any of these items shall be brought to the attention of the College prior to the bid opening. Upon award of a contract, the contractor shall be responsible for, and the College will make no allowance for, any errors in his proposal resulting from his failure or neglect to comply with these instructions.

### **3.2 BASIS OF AWARD**

Bids will be canvassed on the basis of the price(s) as shown on the Proposal page. Bidders are cautioned to include in their proposal all related charges. The College reserves the right to make the award of contract on the base bid price only or in combination with any option or combination of options, whichever is considered to be in the best interest of the College. The College reserves the right to waive technicalities, or to reject any and all bids when, in the opinion of the Board of Trustees, the best interest of William Rainey Harper College will be served by such action.

### **3.3 METHOD OF PAYMENT**

The College will pay in accordance with the Local Government Prompt Payment Act. Invoices shall be sent to William Rainey Harper College, Attn: Accounts Payable, 1200 W. Algonquin Road, Palatine, Illinois, 60067-7398.

### **3.4 EXCEPTIONS TO SPECIFICATIONS / CORRECTIONS**

Any exceptions to these specifications shall be listed and fully explained on a separate page entitled "Exceptions to Specifications", prepared by the bidder on his firm's letterhead, to be attached to and submitted with these documents at the time of the bid opening. Each exception must refer to the page number and paragraph to which it pertains. The nature of each exception shall be fully explained. Bidders are cautioned that any deviations from or exceptions to these specifications may be cause for rejection of the bid.

All prices and notations must be typed in or written in ink. Mistakes may be crossed out, and corrections typed in or written in ink adjacent and dated and initialed in ink by the person signing the proposal.

### **3.5 INSURANCE REQUIREMENTS**

Upon notice of acceptance of proposal, the successful bidder shall, within ten (10) calendar days of said notice, furnish to the College a certificate of insurance evidencing coverage by the types of insurance in the amounts specified below. Such coverage shall be placed with a responsible company acceptable to the College, licensed to do business in the State of Illinois, and with a minimum insurance rating of A: VII as found in the current edition of A M Best's Key Rating Guide. Each policy shall bear an endorsement precluding the cancellation or reduction of said policies without providing Harper College at least thirty (30) days prior notice thereof in writing. All required insurance shall be maintained by the contractor in full force and effect until such time as the subject equipment has been approved and accepted by the College.

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SECTION 3.0 SPECIAL CONDITIONS**

**INSURANCE REQUIREMENTS** (Cont'd)

MINIMUM INSURANCE REQUIREMENTS:

General Liability	General Aggregate	\$1,000,000
	Products-Comp/Op Agg	\$1,000,000
	Personal Injury	\$1,000,000
	Each Occurrence	\$1,000,000
	Fire Damage (Any one fire)	\$50,000
Excess Liability	Each Occurrence	\$1,000,000
	Aggregate	\$1,000,000
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

The Contractor shall name William Rainey Harper College and William Rainey Harper College Foundation, their governing boards, officers, employees, agents and volunteers as Additional Insureds on ISO Endorsement CG 20 26 or its equivalent for general liability. Additionally, required is a Waiver of Subrogation Clause in favor of the additional insured which applies on the general liability, automobile liability and workers' compensation.

Contractor shall cause each subcontractor employed by contractor to purchase and maintain insurance of the type specified above. When requested by the College, contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor.

**3.6 INDEMNITY**

To the fullest extent permitted by law, the contractor shall indemnify and hold harmless Harper College, its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses including but not limited to legal fees (attorney's and paralegal's fees and court costs), arising out of or resulting from the performance of the contractor's work, provided that any such claim, damage, loss or expense ( i ) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, other than the work itself, including the loss of use resulting therefrom and ( ii ) is caused in whole or in part by any wrongful or negligent act or omission of the contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this paragraph. Contractor shall similarly protect, indemnify, and hold and save harmless Harper College, its officers, officials, employees, volunteers and agents from and against any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of contractor's breach of any of its obligations under, or contractor's default of, any provision of the Contract.



## **HARPER COLLEGE SECTION 4.0 SCOPE OF WORK**

Harper College is securing bids to replace the theater curtains and cyclorama curtain in Building L, room 109, also known as the Drama Lab. The bid includes the removal and disposal of the existing hardware and curtains, and for the installation of new hardware and curtains.

The vendor is responsible for providing all labor and equipment needed to remove and install the curtains. An onsite lift will not be provided. Work will have to be scheduled and conducted during the hours of 8:00 a.m.- 4:30 p.m. Monday – Friday. Installation must be completed no later than May 3, 2019.

The College is also seeking pricing for an alternate project. This includes the removal and disposal of the existing hardware and curtains, and for the installation of new hardware and curtains in the adjacent room 109D, known as the Dance Room.

The quantity and size of the existing curtains is an estimate. It is expected that perspective vendors attend the pre-bid meeting and take field measurements as needed to meet the requirements of the bid.

### **A. Drama Lab Curtains Specifications**

#### Fabric Specifications

1. The fabric should be a minimum 20 oz. weight
2. Flame Retardant
3. Synthetic Velour
4. Medium Grade Theater Curtain

#### Fabric Finish

1. Top finished with 3 ½" jute webbing reinforcement, with coated or anodized grommets, minimum 1' apart
2. Bottom minimum 4" hem with a chain pocket with coated steel jack chain
3. Sides minimum 3" hem
4. Box pleats with 50% fullness on 12" centers
5. No horizontal seams in fabric panels besides top and bottom finishing

#### Fabric Color

1. Black

#### Hardware For All Drapery

1. Replace existing carriers, one per top grommet; estimated total 334
2. Steel construction with 2 nylon wheels, black finish
3. Compatible with existing track

#### Drama Lab Panel Dimensions

1. 13 tall panels – 19' high x 11'6" wide
2. Two panels above doorways – 10' high x 10' wide

**HARPER COLLEGE  
SECTION 4.0 SCOPE OF WORK**

3. Two bi-parting panels Northeast Door – 7'10" high x 3'4" wide *Drapes are doubled with velour on both exposed sides.*
4. Two bi-parting panels Southeast Door – 7'10" high x 6' wide *Drapes are doubled with velour on both exposed sides.*
5. Two bi-parting panels South alcove storage
  - a. 1 at 7'10" high x 8'6" wide
  - b. 1 at 7'10" high x 5'6" wide

**B. Cyclorama Curtain for the Drama Lab Specifications**

The Cyclorama curtain is located behind the standard curtains.

Cyclorama Specifications

1. Off-white PVC projection surface
2. Minimum 7mil thickness
3. Flame Retardant
4. Medium Grade

Cyclorama Finish

1. Top and sides finished with minimum 3" welded hem and welded grommets – minimum 1' apart
2. Cord or webbing ties provided for each side grommet
3. Bottom minimum 4" hem with a pipe pocket

Existing Cyclorama

1. One cyclorama white vinyl 19' high x 30' wide with a pipe pocket

**C. Alternate - Dance Room Curtains**

The alternate project consists of removing and disposing the existing curtains and hardware in the adjacent room 109D, also known as the Dance Room. Next is the installation of new curtains and hardware.

Dance Room L 109D

1. Two panels velour 9' high x 19' wide

Fabric Color

1. Colors to be determined at a later time. Please provide your standard colors options with the bid.

## LIST OF REFERENCES

This list is required to consist of projects of similar size and complexity. The list of projects should be located as similar to this project as possible.

Name of Project (Owner) \_\_\_\_\_  
Location \_\_\_\_\_  
Total Contract Cost \_\_\_\_\_  
Date Completed \_\_\_\_\_  
Contact Person (Owner) \_\_\_\_\_  
Telephone (Owner) \_\_\_\_\_

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Name of Project (Owner) \_\_\_\_\_  
Location \_\_\_\_\_  
Total Contract Cost \_\_\_\_\_  
Date Completed \_\_\_\_\_  
Contact Person (Owner) \_\_\_\_\_  
Telephone (Owner) \_\_\_\_\_

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Name of Project (Owner) \_\_\_\_\_  
Location \_\_\_\_\_  
Total Contract Cost \_\_\_\_\_  
Date Completed \_\_\_\_\_  
Contact Person (Owner) \_\_\_\_\_  
Telephone (Owner) \_\_\_\_\_

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Name of Project (Owner) \_\_\_\_\_  
Location \_\_\_\_\_  
Total Contract Cost \_\_\_\_\_  
Date Completed \_\_\_\_\_  
Contact Person (Owner) \_\_\_\_\_  
Telephone (Owner) \_\_\_\_\_



**PROPOSAL**

The undersigned proposes, in accordance with the terms and conditions of these Specifications and Contract Document which this Proposal is a part, to Q00951 Remove, Furnish and Install Theater Curtains for Harper College at 1200 W. Algonquin Rd, Palatine, Illinois at the following prices of:

Item	A. Drama Lab L109 Theater Curtains	Quantity	Unit Price	Extended Price
1	Tall panels – 19’ high x 11’6” wide	13	\$	\$
2	Panels above doorways – 10’ high x 10’ wide	2	\$	\$
3	Bi-parting panels Northeast Door – 7’10” high x 3’4” wide (Drapes are doubled with velour on both exposed sides).	2	\$	\$
4	Bi-parting panels Southeast Door – 7’10” high x 6’ wide (Drapes are doubled with velour on both exposed sides)	2	\$	\$
5	Bi-parting panels South alcove storage			
	5a. 7’10” high x 8’6” wide	1	\$	\$
	5b. 7’10” high x 5’6” wide	1	\$	\$
6	List ancillary charges needed to complete the work			\$
		<b>Drama Lab Total</b>		<b>\$</b>

Item	B. Drama Lab L109 Cyclorama Curtain	Quantity	Unit Price	Extended Price
7	Cyclorama curtain that is located behind the standard curtains. (Complete Job)	1	\$	\$
8	List ancillary charges needed to complete the work			\$
		<b>Cyclorama Curtain Total</b>		<b>\$</b>
<b>Total Base Bid = Drama Lab Total + Cyclorama Curtain Total</b>		<b>Total Base Bid</b>		<b>\$</b>

Item	C. Alternate - Dance Room Curtains L 109D	Quantity	Unit Price	Extended Price
9	Panel velour 9’ high x 19’ wide	2	\$	\$
10	List ancillary charges needed to complete the work			\$
		<b>Alternate - Dance Room Total</b>		<b>\$</b>

**PROPOSAL (Cont'd)**

1. What is the lead time for the delivery and installation of the Curtains for Drama Lab Curtains Room?  
\_\_\_\_\_
2. What is the lead time for the delivery and installation of the Cyclorama Curtain for the Drama Lab?  
\_\_\_\_\_
3. What is the lead time required for the delivery and installation of the Alternate Dance Room Curtains?  
\_\_\_\_\_
4. Provide a copy of your standard colors for the Alternate Dance Room Curtains with the bid.  
Yes / No (Circle One)
5. Can you provide our own lift to access the curtains in the Drama lab? Yes / No (Circle One)

**PROPOSAL (Cont'd)**

The undersigned hereby acknowledges having received a full set of the Specifications and Contract Documents and Addenda Nos. \_\_\_\_\_ (None unless indicated)

**TO BE EXECUTED BY A SOLE PROPRIETOR**

Signature of Proprietor: \_\_\_\_\_

Doing Business As: \_\_\_\_\_

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

**TO BE EXECUTED BY A PARTNERSHIP**

Partnership Name: \_\_\_\_\_

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

Signatures and  
Addresses of all  
Members of the  
Partnership:

1) \_\_\_\_\_

2) \_\_\_\_\_

3) \_\_\_\_\_

4) \_\_\_\_\_

**TO BE EXECUTED BY A CORPORATION**

Corporate Name: \_\_\_\_\_

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

State of Incorporation: \_\_\_\_\_

Signed by: \_\_\_\_\_, President

Attest: \_\_\_\_\_, Secretary

Names of Officers of the Corporation:

President: \_\_\_\_\_

Vice-President: \_\_\_\_\_

Secretary: \_\_\_\_\_

Treasurer: \_\_\_\_\_

Corporate  
Seal

## 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 Anti-Trust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of bid rigging or bid rotating, or attempting to rig or rotate 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 sig.;
- (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.

### CERTIFICATION OF COMPLIANCE

The undersigned, being first duly sworn on oath, deposes and states that he has the authority to make this certification on behalf of the bidder,

\_\_\_\_\_  
(Name of Company)

- (A) That in connection with this procurement,
- (1) the prices in this bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
  - (2) the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder prior to opening directly or indirectly to any other bidder or to any competitor; and
  - (3) no attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition.
- (B) The undersigned further states,
- (1) he is the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above; or
  - (2) (a) he is not the person in the bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above, and as their agent does hereby so certify; and  
(b) that he has not participated, and will not participate, in any action contrary to (A)(1) through (A)(3) above.
- (C) The undersigned certifies that, pursuant to Illinois Compiled Statutes, 720 ILCS 5/33E-1 et seq., the bidder is not barred from bidding on this contract as a result of a conviction for violation of State of Illinois laws prohibiting bid-rigging or bid-rotating.
- (D) The undersigned certifies that, pursuant to Illinois Compiled Statutes, 65 ILCS 5/11-42.1-1, the bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue.
- (E) The undersigned certifies that the bidder agrees to provide a drug free workplace in accordance with the Illinois Drug Free Workplace Act, Illinois Compiled Statutes, 30 ILCS 580/1 et seq.
- (F) The undersigned certifies that the bidder has a written Sexual Harassment Policy in place in full compliance with Illinois Compiled Statutes, 775 ILCS 5/2-105(A)(4).
- (G) It is expressly understood that the foregoing statements, representations, and promises are made as a condition to the right of the bidder to receive payment under any award made hereunder.

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

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

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

**HARPER COLLEGE, ILLINOIS  
TAX COMPLIANCE AFFIDAVIT**

\_\_\_\_\_, being first duly sworn,

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

of \_\_\_\_\_.  
(Consultant)

The individual or entity making the foregoing Proposals or bid certifies that he is not barred from contracting with Harper College because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting such taxes, in accordance with the procedures established by the appropriate revenue act, The individual or entity making the Proposals or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, may have other serious legal consequences.

\_\_\_\_\_  
(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)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

SEAL

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

**BIDDER'S CERTIFICATION**

BID PROPOSAL

\_\_\_\_\_, as part of its bid on a contract for  
(Name of Bidder)

\_\_\_\_\_ to \_\_\_\_\_,  
(General Description of Item(s) bid on) (Name of Governmental Body)

hereby certifies that said bidder is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E or 33E-4 of Article 33E of Chapter 38 of the Illinois Revised Statutes.

By: \_\_\_\_\_  
Authorized Agent of Bidder

Subscribed and sworn  
before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Notary Public)

**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.***



**WILLIAM RAINEY HARPER COLLEGE**

**ACCEPTANCE OF PROPOSAL**

When the foregoing bid items as identified in the bid have been approved by the Harper College Board of Trustees, a copy of this executed document and/or a purchase order embodying this document language by reference will be forwarded to the successful bidder(s). If there is an omission in statement between the purchase order and the Harper College bidding document, the bidding document will prevail.

**Approved by the Board of Trustees on** \_\_\_\_\_

(Board of Trustees approval required for Contracts of \$25,000 or more)

**Total Amount of Contract:**

**\$** \_\_\_\_\_

**Purchasing Department  
William Rainey Harper College  
1200 W. Algonquin Road  
Palatine, Illinois 60067**

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

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

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

regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the BEP certified vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the College to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.

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

## UTILIZATION PLAN

**The Utilization Plan and Letter of Intent must be sealed and submitted with 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</u> <u>MBE/WBE</u>	<u>Description of Work</u>	<u>% of Total Bid</u>
<b>Total</b>				

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](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.