



REQUEST FOR QUALIFICATIONS (RFQ)

Due in the Purchasing Office on/before: Thursday, September 12, 2024, by 1:00 p.m.

08-24-003 - Qualification Based Selection of Engineering Services

Waubonsee Community College (Waubonsee) seeks statements of qualifications from qualified professional civil engineering service providers to provide complete engineering design services to support the college's current and future needs. These services include but are not limited to all aspects of infrastructure design, site investigation, renovation, remodeling, interior or exterior design, landscape planning, feasibility studies, coordination of surveying & support services, conducting bid meetings, and construction administration services. There is no guarantee any work will be assigned under this QBS selection.

RFP CONTENTS

❖ Executive Summary / History	Page 2
❖ Campus Profile / Demographics	Page 4
❖ General Information and Instructions	Page 5
❖ Scope of Work	Page 6
❖ Qualifications	Page 7
❖ Evaluation	Page 8
❖ Response Requirements and Format	Page 9
❖ Waubonsee Terms and Conditions	Page 11
❖ Insurance and Indemnity Requirements	Page 15
❖ All Forms (to be returned with proposal)	Pages 16-27

PROPOSED SCHEDULE

❖ RFQ issued	August 20, 2024
❖ MANDATORY review meeting	August 28, 2024, at 2:00 p.m., STC 106
❖ Last day for submittal of questions	September 6, 2024
❖ Final addenda issued	September 9, 2024
❖ Proposals due	September 12, 2024 by 1:00 p.m.
❖ First round of interviews	September 23 through October 4, 2024
❖ Second interview (if required)	To be Determined
❖ Board Approval	October or November 2024

*The RFQ documents and addenda may be downloaded from the Purchasing webpage at:
<https://www.waubonsee.edu/local-businesses-employers-and-vendors/bidrfprfi-opportunities>.*

Sugar Grove

Rt. 47 at Waubonsee Drive
Sugar Grove, IL 60554-9454
(630) 466-7900

Aurora Downtown

18 S. River St.
Aurora, IL 60506-4131
(630) 801-7900

Aurora Fox Valley

2060 Ogden Ave.
Aurora, IL 60504-7222
(630) 585-7900

Plano

100 Waubonsee Drive
Plano, IL 60545-2276
(630) 552-7900

QBS - REQUEST FOR QUALIFICATIONS CIVIL ENGINEERING

EXECUTIVE SUMMARY

The intent of this Request for Qualifications (RFQ) is to utilize the Qualification Based Selection (QBS) process to determine a civil engineer of record for Waubonsee Community College (Waubonsee). Waubonsee is seeking a full service, experienced educational design firm to provide engineering service needs.

Waubonsee will be completing our college strategic plan by the end of 2024 which may influence engineering design and construction administration services to implement the initiatives outlined in the newly created strategic plan as well as future initiatives not yet determined. This RFQ does not guarantee any amount of work and the successful firm will work with Waubonsee on an as needed basis.

Waubonsee Community College's most recent master planning process began in the early 2000's and resulted in the creation of the 2020 College Master Plan. The ongoing planning process identified the need for expanded facilities, which led to the creation of the Plano Campus, a new Aurora Downtown Campus and several additional buildings on the Sugar Grove Campus.

Funding for the expansion of the Sugar Grove Campus and the creation of two new campuses (Plano Campus and Aurora Downtown Campus) was achieved with the passage of two referenda, one for the issuance of bonds to provide funding for construction and the second for the operations and maintenance of the new facilities.

HISTORY OF WAUBONSEE COMMUNITY COLLEGE

Waubonsee Community College has been meeting the educational needs of our community since 1966. Established as a two-year public institution of higher learning, it came into existence in August 1966 when the electorate of 12 school districts in most of Kane and portions of Kendall, DeKalb, LaSalle and Will Counties voted to establish Community College District 516. Today, the district encompasses nearly 600 square miles and has an assessed valuation of approximately \$10.7 billion.

From the beginning, the college's philosophy has been that education is the cornerstone of a literate, democratic society; learning is a lifelong process; and the pursuit of knowledge must be supported by institutional policies demonstrating accessibility, service, quality, innovation and value.



With the objective of meeting the lifelong learning needs of the community, the college truly began taking shape in early 1967, as the college's first president assumed his duties and subsequently began assembling a staff, developing a multilevel curriculum and locating classroom space. However, the college still needed a name, and for that, the school called upon its community.

A district-wide naming contest was held in March of 1967. From among the 600 entries, the name suggested by both Susan Miller, of Aurora, and Patricia Ann Dillon, of Batavia, stood out and the Fox

**QBS - REQUEST FOR QUALIFICATIONS
CIVIL ENGINEERING**

Valley's community college officially became Waubonsee Community College. Waubonsee, meaning "early dawn" or "early day," was a Pottawatomie Native American chief who lived in the Fox River Valley during the 1800s.

Waubonsee Community College had a permanent name but had yet to locate to a permanent campus and so, when the college opened its doors for classes on Sept. 11, 1967, the doors were those of a variety of community facilities. The school's initial enrollment of 1,603 students — 403 full time and 1,200 part time — has grown steadily since that time, with the college currently serving more than 12,000 students each semester. Just a few months later, in December 1967, a successful bond referendum allowed the college to begin planning its first permanent campus.

The Sugar Grove campus, situated on a 243-acre tract of land north of Sugar Grove on Route 47, still serves as the college's main campus. In addition to classroom space, the facilities there also include conference rooms, specialized laboratories, a Student Center, café and coffee bar, library, bookstore, observatory, kiln/ceramics building, 375-seat auditorium, multipurpose event space, gymnasium, 120-workstation computer center, fitness center, tennis courts and two-mile nature trail.

A second campus opened in 1986 in downtown Aurora at the corner of Galena Boulevard and Stolp Avenue, but ceased operations in May 2011. In June 2011, the college moved its downtown campus to a new 132,000-squarefoot facility at 18 S. River St. The Aurora Downtown Campus remains the headquarters for Workforce Development, Adult Education, GED, English as a Second Language and the Adult Literacy Project, as well as the Illinois Small Business Development Center.

Waubonsee established its Aurora Fox Valley Campus (formerly Copley Campus) in January 1997 on the Rush-Copley Medical Center campus, adjacent to Route 34 in far east Aurora. College credit courses, community education programs, and training seminars for business and industry are held in the two-story building's eight classrooms.

Spring 2011 marked the beginning of courses at the college's fourth permanent campus, located in Plano, Illinois. Situated on a nine-acre site adjacent to the Lakewood Springs development, north of Highway 34 and west of Eldamain Road near Lake Plano, the Plano Campus offers complete associate degrees to area residents, along with noncredit learning opportunities. The new Aurora Downtown and Plano Campuses were among the many projects undertaken as part of the 2020 College Master Plan.

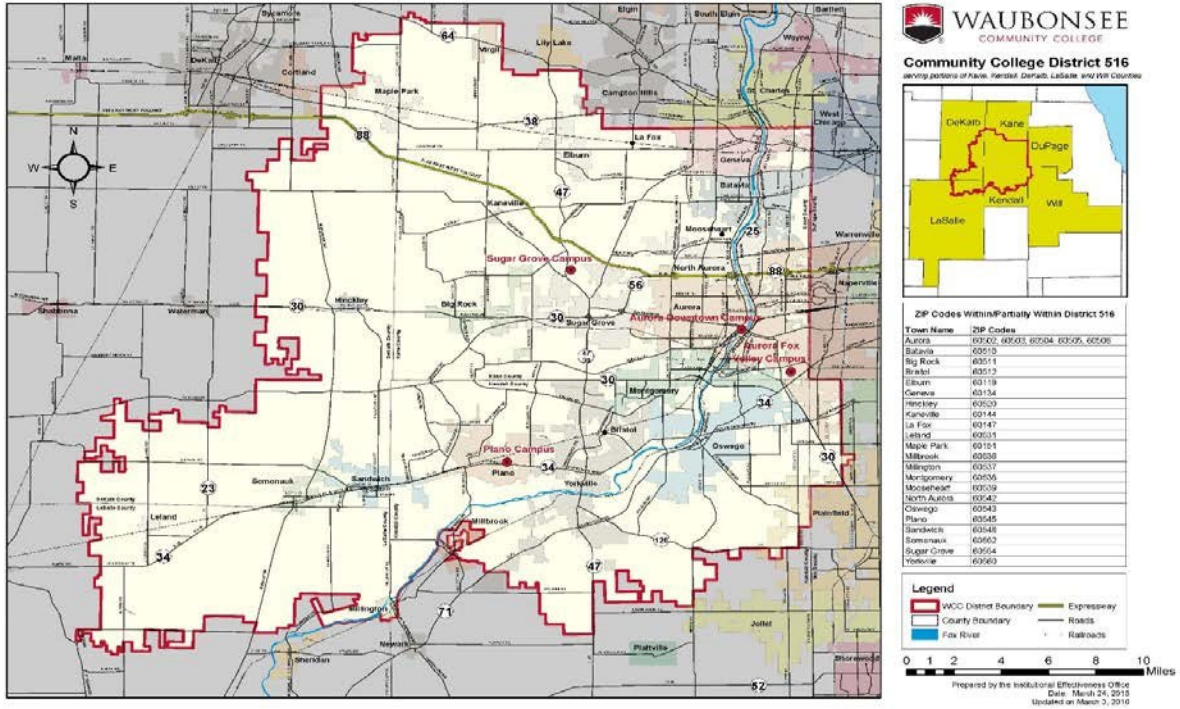
While Waubonsee is continually working to improve its campuses, the college also recognizes the need for other convenient course locations. Classes are held at nearly 40 other extension sites throughout the district. For those students who prefer to learn from home, Waubonsee offers a variety of distance learning options. Waubonsee has always been a leader in distance learning, from being a founding member of the Illinois Virtual Campus (IVC) to providing courses to students statewide through Illinois Community Colleges Online (ILCCO). Currently, the college offers nearly 200 online courses and is one of a handful of higher education institutions in Illinois to offer fully-accredited associate degrees to students in a distance learning format.

As the educational needs of Community College District 516 change, so too will Waubonsee Community College. What will always remain the same is Waubonsee's commitment to student success through quality teaching and learning experiences.

QBS - REQUEST FOR QUALIFICATIONS CIVIL ENGINEERING

CAMPUS PROFILE AND DEMOGRAPHICS

Waubonsee Community College District Map



Waubonsee Community College campus locations:

Sugar Grove Campus
 Route 47 at Waubonsee Drive
 Sugar Grove, IL 60554-9454
 630-466-7900

Aurora Downtown Campus
 18 S. River Street
 Aurora, IL 60504-7222
 630-801-7900

Fox Valley Campus
 2060 Ogden Avenue
 Aurora, IL 60506-4134
 630-585-7900

Plano Campus
 100 Waubonsee Drive
 Plano, IL 60545
 630-552-7900

A complete listing of the college's buildings and features can be viewed at the college's website located at www.waubonsee.edu.

GENERAL INFORMATION AND INSTRUCTIONS

College Information

1. Waubonsee Community College has four campuses. The main campus in Sugar Grove has 20 buildings situated on 243 beautiful tree-scaped acres. Each of the other three campuses is made up of a single multiple story building.
2. The total enrollment is approximately 12,000 credit students and 3,000 non-credit enrollments.
3. The college has approximately 1,019 employees.

Existing Records

Waubonsee Community College will provide the awarded firm with access to our complete inventory and history of existing facilities and conditions documentation. This information will include but will not be limited to:

1. Inventory and history of the physical plant and its features
2. Any and all design documents required to perform the services outlined in this RFP.
3. Existing topographic information where available
4. Existing site utility / water distribution studies

2018 Facilities Renovation and Space Utilization Plan

1. Waubonsee will provide the successful firm a copy of the 2018 Facilities Renovation Master Plan and any previous master plans required to perform the services outlined in this RFQ

Mandatory Review Meeting

1. **A MANDATORY Review Meeting will be at 2:00 p.m. Central at the Sugar Grove Campus, Student Center, Room 106.** The purpose of the meeting is to allow potential firms an opportunity to present questions and obtain clarification relative to any facet of the solicitation. Attendance at this meeting will be a prerequisite for proposal acceptance.

Instructions

1. Responses to this Request for Qualifications (RFQ) shall be submitted in a sealed envelope to the address below. **Envelopes must be clearly identified with the name of the RFQ and Due Date/Time.** Proposals received after the time and date specified in this RFQ will not be considered. RFQ's are not publicly opened.

**Waubonsee Community College
Finance Department c/o Purchasing
Dickson Center, DKN 228
Rt. 47 at Waubonsee Drive
Sugar Grove, IL 60554**

2. Respondents shall provide one (1) original and two (2) copies of their submittal. Please include one copy on a flash drive.

**QBS - REQUEST FOR QUALIFICATIONS
CIVIL ENGINEERING**

3. **Blackout Period** - Respondents may not contact any college employee to discuss this RFQ. **All correspondence or questions concerning the RFQ should be addressed to purchasing@waubonsee.edu.**
4. All questions must be submitted in writing and will be responded to by addendum. Do not expect an immediate answer. Include your email address and/or fax number for any necessary communication.
5. Answers to questions will be communicated in writing by addendum to the RFQ and provided to all prospective Responders by posting to <https://www.waubonsee.edu/businesses/purchasing/>.
6. Respondents will be responsible for checking the college's purchasing webpage for updates to the RFP and are required to acknowledge receipt of the addenda in the RFQ response. In such an event of a change, all Respondents will be afforded the opportunity to revise their proposals to accommodate the RFQ amendment.
7. The college reserves the right to amend any segment of the RFQ prior to its announcement of a successful Respondent and award of contract. If a change occurs in the college's requirements resulting in a decision to modify the RFQ's scope of work or statement of requirements, such change will be communicated in writing as an addendum to the RFQ. In the event of a change, all Respondents will be provided the opportunity to revise their proposals to accommodate the amendment.
8. **No proposal pricing to be accepted. Please do not include any pricing in your proposal.**
9. Proposals shall be prepared simply and economically, providing a straightforward description of the respondent's capabilities to satisfy the requirements of this RFQ. Emphasis should be on completeness and clarity of content, including all attachments and work samples. See the section on **Proposal Requirements and Format** for additional information.
10. There is no express or implied obligation for the college to reimburse firms for any expenses incurred in preparing proposals in response to this request.

SCOPE OF WORK

Waubonsee Community College (Waubonsee) seeks proposals from qualified professional civil engineering service providers to provide complete engineering design services to support the college's current and future needs. These services include but are not limited to all aspects of: infrastructure design, site investigation, renovation, remodeling, exterior design, landscape planning, feasibility studies, coordination of surveying & support services, conducting bid meetings, and construction administration services. There is no guarantee any work will be assigned under this QBS selection.

1. Working with college staff to design conceptual drawings and plans.
2. Working and serving on various college design committees.
3. Retaining all design documentation and record of services and making available to the college as required.
4. Provide suitable complete engineering design documents suitable for bid and complete construction of both new construction and renovation of existing facilities and infrastructure.
5. Expert design services and solid change order reduction management skills.
6. Ability to bid projects on behalf of the college.

**QBS - REQUEST FOR QUALIFICATIONS
CIVIL ENGINEERING**

7. Ability to give presentations to various groups at the college including Board of Trustees and senior level administration.
8. Ability to work with the college master planning firm if necessary.
9. Provide accurate cost assessment of projects and initiatives.
10. Integrate sustainability when practical into all designs.
11. Expert project management skills.
12. Full engineering construction administration abilities
13. Ability to work with regulatory agencies in order to procure appropriate permitting.

QUALIFICATIONS OF FIRMS

Minimum Qualifications

The awarded firm shall have a minimum of five years prior experience with college or university engineering services on a similar multiple-acre campus type environment. Municipal, corporate, or other relevant campus planning may be considered. The following must also be met:

1. Prequalified with the State of Illinois Capital Development Board. (Processing may take up to 30 days)
2. Registered to practice as a Professional Design Firm with the Illinois Department of Financial and Professional Regulation (IDFPR), for prime and/or subconsultant(s) (At time of discussion meeting).
3. Professional staff licensed or registered to practice as an Architect, Engineer, or Land Surveyor in the State of Illinois.
4. Registered with the State Board of Elections at time of proposal as required by 30 ILCS 500/20-160
5. Firm must register with the Secretary of State of Illinois and be in “Good Standing” where “Good Standing” is defined as having complied with all obligations of the State of Illinois to conduct business within the State, the firm’s registration with the Secretary of State is current and “Active”, and the firm is not subject to any form of sanction, suspension, or disciplinary censure by the State. “Active” status MUST be in place at the time of contract.

Preferred Qualifications

Provide information on a minimum of two representative or similarly-based projects. Please ensure to include:

1. Project name and location
2. Name, address and telephone number for project Owner, Owners project manager and/or Owner's contact person on the project.
3. Add name, address and telephone number of general contractor or construction manager.
4. Description of completed project(s) including:
 - a. Scope of Work
 - c. Initial project budget
 - d. Initial project schedule
5. Role and listing of services provided by team member.
6. Name, title and role of personnel used to perform services.
7. Project design and delivery method used.
8. Project start and completion dates.

**QBS - REQUEST FOR QUALIFICATIONS
CIVIL ENGINEERING**

9. Project cost versus budget.
10. Project performance history including:
 - a. Adherence to project schedules
 - b. Change order history
 - c. Listing of claims which impacted Owner
 - d. Resolution of claims

EVALUATION AND SELECTION

The college reserves the right to select the proposal most responsive to the college's needs.

1. The college reserves the right to reject all submissions, the right not to award the contract to the lowest and most responsive bidder, the right to require new proposals by re-issuing the original or amended scope of services, and the right to enter into negotiations with one or more respondents.
2. A selection committee consisting of college staff will review all proposals and make a determination based on the following factors:
 - Prior performance
 - Proximity to the college
 - Appropriate disciplines on staff
 - Qualifications of assigned staff
 - Appropriate prequalification profiles
 - Quality of consultants and experience
 - Inclusion of Illinois Business Enterprise Program professional firms
3. The college may invite one or more finalists to have key personnel who would be engaged in the provision of the services for an interview. These firms will be asked to meet with the college's civil engineering firm selection committee to present their qualifications in detail and to answer specific questions with respect to their proposal. The college will not be liable for expenses incurred in attending this interview.
4. The college may invite one or more finalists for a second interview with the college president, executive vice president of finance, and other senior administrative staff. The college will not be liable for expenses incurred in attending this interview.
5. The college will conduct contract negotiations with the firm whose qualifications are most responsive to the college's needs. Until the college acts formally to approve a contract, and until such contract is signed by both parties, the college is legally obligated in no respect. By this Request for Qualifications, the college has not committed itself to undertake the work set forth.
6. The college reserves the right to request additional information or clarifications and to allow corrections of errors and omissions. The college reserves the right to make those decisions after receipt of responses.
7. The college reserves the right to conduct any investigation of the qualifications of any firm that it deems appropriate.
8. The college anticipates recommendation of award to the Board of Trustees on October 16, 2024 or November 20, 2024.

**QBS - REQUEST FOR QUALIFICATIONS
CIVIL ENGINEERING**

RESPONSE REQUIREMENTS AND FORMAT

Firms shall provide a straight-forward, concise description of your firm's capability to satisfy the requirements of this RFQ and perform the work described in this RFP. Prepare your responses to this RFQ in the format and sequence specified below. Respond specifically to each item in the order as provided. Failure to comply may result in the college rejecting your proposal as non-responsive.

1. Proposals must include an original transmittal letter on the firm's business letterhead signed in ink by a representative authorized to contractually bind the firm to the proposal.
2. Proposals must include a copy of the RFQ's signed authorization of response form acknowledging any issued addenda.
3. Provide a brief description of your firm, including but not limited to the following:
 - a. Legal name of the firm including any current or prior d/b/a, and addresses of all offices.
 - b. History of the firm, number of years in business under current name and any past corporate names or affiliations.
 - c. Address of the office which will fulfill this agreement.
 - d. Name(s) of the principal(s) of the firm.
 - e. Name, telephone number, and email address of a representative of the firm (account manager / district manager) authorized to discuss the proposal.
 - f. Number of employees of the firm.
 - g. Federal ID number
 - h. Type of Operation (e.g. Individual, Partnership, Corporation, Government, Other)
 - i. Statement of whether there are any ongoing, pending, or potential legal actions against the firm.
 - j. Identify any conflict of interest that may arise as a result of business activities or ventures by your firm and associates of your firm, employees, or subcontractors as a result of any individual's status as a member of the board of directors of any organization likely to interact with the college.
4. Qualifications and Responsibilities of Key Personnel. The College expects that individuals within the selected firm will possess a high degree of experience and expertise in the practice of civil engineering plus an ability to interact with the College's Board of Trustees, senior administration, staff, faculty, and community stakeholders as may be required. As a result, the firm(s) and/or individual(s) must possess the following minimum attributes:
 - a. Team lead must be licensed to practice civil engineering in Illinois, with documentation provided thereof.
 - b. A significant number of individuals on staff team must be Civil Engineers and/or Illinois Professional Engineers, with documentation provided thereof.
 - c. Demonstrated experience in the design and planning of higher education projects.Explain the team selected. Describe team members professional qualifications and responsibilities assigned to the projects including their experience on similar assignments and their specific responsibilities on the proposed work. The submittal shall indicate possible sub-consultants that the firm may use to complete work. An overall Team Organizational Chart, and resumes and qualifications of all key personnel shall be included in this section of the submittal.
5. Qualifications of the firm's team on this project including relevant experience.
 - a. Please identify the abilities of your firm and the services you contract out.

**QBS - REQUEST FOR QUALIFICATIONS
CIVIL ENGINEERING**

6. Identify any consultants your firm will be teaming with on this proposal or partnering with in the future. Include their name, contact information, resumes, experience, and purpose.
 - a. Waubonsee Community College reserves the right to reject any consultant/subcontractor.
7. Proposed methodology for general campus design efforts and how your firm approaches design projects.
8. Three references pertinent to civil engineering design projects at similar institutions including a contact name, email address, and telephone number for organizations or businesses for whom you have performed similar work. The college would prefer references from other institutions of higher education.
9. Other information that your firm believes will enhance your response to this RFQ.
10. Provide a sample copy of your firm's agreement for these services, and a copy of your firm's Terms and Conditions.
 - a. Waubonsee Community College reserves the right to negotiate all agreements, terms and conditions.

**QBS - REQUEST FOR QUALIFICATIONS
CIVIL ENGINEERING**

WAUBONSEE COMMUNITY COLLEGE - STANDARD TERMS AND CONDITIONS

Legal Entity: Waubonsee Community College District 516, commonly known as Waubonsee Community College is described herein as “Buyer” or “Waubonsee”.

Seller: The “Seller” means any person, business or entity designated on this purchase order or contracted to provide “Deliverables.” Deliverables means the tangible and/or intangible personal property, product, service, software, information technology, telecommunications technology, apparatus, equipment, supplies, repairs, or other goods delivered pursuant to this purchase order, including items incident to the provision of services.

Limitation of Authority: All purchases shall be made in accordance with Illinois law. No officer or employee of Waubonsee not expressly authorized under Illinois law, shall make any purchase on its behalf, or enter into any contract of purchase, verbal or written, for any Deliverable of any kind or description, or accept any of them on approval or otherwise. Seller is directed to applicable Illinois law to verify the authority of any person purportedly signing on behalf of the Legal Entity. The Buyer will not be responsible for articles delivered and/or services performed for its account without a specific written purchase order that has been authorized by the Purchasing Manager.

Governing Law and Limitation of Liability: This Agreement shall be governed and construed in accordance with the law of Illinois without reference to its conflict of laws and/or provisions. It is the intent of the parties that arbitration and mediation shall not be a remedy or prerequisite required by this contract, and any reference to “arbitration” or “mediation” contained in any contract or agreement resulting from the execution of this Purchase Order is void and of no legal effect. The parties waive any right to demand a trial by Jury and agree that the venue for litigation arising from this Purchase Order or any Contract or Agreement entered into subsequent to the execution of this Purchase Order shall be in the Circuit Court for the 16th Judicial Circuit, Kane County, Illinois regardless of the place of business or residence of Seller. The parties agree that this venue is convenient for all of them and each consent to the personal jurisdiction of such court. In the event of any litigation the prevailing party shall have the right to recover its reasonable attorney’s fees and costs. Waubonsee shall not be liable to the Seller, or to any subcontractor, regardless of the form of action, for any consequential, incidental, indirect, or special damages, or for any claim or demand based on a release of information, or patent, copyright, or other intellectual property right infringement.

Indemnification: The Seller agrees to hold harmless and indemnify Waubonsee, its officers, agents, trustees and employees, and defend each of them, against any losses, damages, judgments, claims, expenses, costs and liabilities imposed upon or incurred by or asserted against Waubonsee, its officers, agents, trustees or employees, including reasonable attorneys' fees and expenses, arising out of the acts or omissions of Seller, its officers, agents or employees, resulting from or connected with Seller’s performance hereunder or failure to comply with any applicable law or regulation.

Bidding: Seller certifies that it is not barred from bidding on agreement/contract as a result of a conviction for either bid rigging or bid rotating under Illinois law. Waubonsee reserves the right to reject any and all bids, and waive any bid irregularities.

Purchases: A purchase order is required for all orders. Seller shall invoice Buyer for the goods at the time of final shipment unless otherwise provided for in this purchase order. Invoices shall show the purchase order number for each separate purchase order number issued. Failure to do so may result in a delay of payment. Packing slip shall be affixed to outside of package(s), listing contents of each package and notating an authorized purchase order number. Shipments without a purchase order will be rejected at the receiving dock.

Warranty:

1) Seller warrants that all Deliverables furnished hereunder will be free from defects in design, material, and workmanship, and will conform to applicable specifications, drawings, samples, and descriptions. This warranty is in addition to any warranties available under law, from the manufacturer, or any standard warranty of Seller.

**QBS - REQUEST FOR QUALIFICATIONS
CIVIL ENGINEERING**

- 2) At the time of delivery, no software shall contain any virus, timer, counter or other limiting design, instruction, or routine that would erase data or programming or cause the software or any hardware or computer system to become inoperable or otherwise incapable of being used in the full manner for which it was designed.
- 3) No Deliverable shall violate or infringe upon the rights of any third party, including, without limitation, any patent, copyright, trademark, trade secret, or other proprietary rights of any kind.

4) Seller warrants that it has full title to the Deliverables and has the right to grant to Waubonsee the rights and licenses contemplated herein without the consent of any third party.

Assignment: This purchase order may not be assigned, and no duty or right hereunder may be delegated, or monies payable hereunder, by Seller and Seller may not use any sub-contractor to perform hereunder, without the prior written consent of Buyer, which consent may be given or withheld at Buyer's sole discretion. Any assignment made without such consent shall be null and void.

Prices: Buyer accepts Seller's quote or bid prices as recorded on Seller's proposal and on this purchase order which shall not be changed prior to delivery or completion of services without Buyer's prior written agreement. Unless otherwise provided in this purchase order, the price includes all charges for freight and insurance. No separate charges, except those clearly recorded on Seller's proposal and on this purchase order can, or will be allowed. Seller represents that the price charged for the goods and services covered by this purchase order is commercially reasonable and is the lowest price charged by Seller to buyers of a class of purchasers similar to Buyer under conditions similar to those specified in this purchase order. All prices quoted are in U.S. dollars.

Cancellation:

- 1) In addition to all other rights and remedies provided for hereunder or under law (including without limitation, damages) Buyer may cancel all or any part of this purchase order:
 - a) if Seller breaches any of the terms, warranties or provisions hereof
 - b) upon the occurrence of any event entitling Buyer to reject the goods
 - c) if any insolvency proceeding is instituted by or against Seller
 - d) if Seller provides material false information to Buyer
- 2) Buyer, at Buyer's sole discretion, may cancel this purchase order at any time as to the goods not then delivered.
- 3) Buyer shall not be deemed to have canceled this purchase order unless it notifies Seller of its intent to do so in writing. Upon receipt of such notice Seller will immediately stop work and notify any other parties performing any part of the work to stop work and will protect property in Seller's possession in which Buyer has or may acquire an interest.
- 4) Unless Buyer exercises its right to cancel because of the events described in paragraph (1) above or because of other event or condition caused by or under the control of Seller, Seller may claim:
 - a) Reimbursement for actual out-of-pocket cost incurred by Seller as a result of such cancellation (exclusive of costs for materials that Seller can use on other orders) and
 - b) A reasonable profit on the work performed by Seller prior to cancellation. Such claim must be made within twenty (20) days of the notice of cancellation and the total amount of such claim shall not exceed the purchase price for the completed goods. In the event of cancellation Seller shall deliver to Waubonsee all material and information as may have been involved in the provision of services or Deliverables to the date of termination.

Taxes: Waubonsee Community College is exempt from Federal Excise and State Sales Taxes and such taxes shall not be included in prices. Federal Excise Tax Exception Certificate will be furnished upon request.

Articles or Services: Deliverables and/or services to be delivered or performed shall be in accordance with the terms, prices, delivery time, specifications, and conditions as recorded on Seller's proposal and as itemized on this purchase order. Stated delivery time must be adhered to. Buyer reserves the right to cancel this order if Seller does not make deliveries as specified on this order. No substitutions of articles or change of any nature shall be made without written authorization from the Buyer.

Inspection, Acceptance and Payment by Buyer: All Deliverables shall be received subject to Buyer's right to inspection and rejection. Those rejected as a result of inspection will be held for Seller's inspection at Seller's risk and, if Seller directs, will be returned at Seller's expense. Freight to and from original destination for excess

**QBS - REQUEST FOR QUALIFICATIONS
CIVIL ENGINEERING**

goods except for customary quantity variations recognized by trade practice, will be paid by Seller. Payment for Deliverables on an order prior to inspection shall not constitute acceptance.

Responsibility for Deliverables and Risk of Loss: All shipments are to be made "F.O.B. Destination" unless otherwise specified on Seller's proposal and on this purchase order and accepted by Buyer. Seller assumes and accepts that all risk of loss of goods covered hereby shall be borne by Seller until goods have been received and accepted by Buyer or received, installed, and accepted by Buyer, whichever is applicable. When articles are sold "F.O.B. Point of Origin" and the purchase order confirms this, Seller is to prepay shipping charge and record prepaid charges on invoice and attach the original receipt, freight bill or express receipt to the invoice.

OSHA: All equipment and material shall be in accordance with applicable OSHA Rules and Regulations in effect at the time of order.

MSDS: Seller shall forward any required material safety data sheet (MSDS) to Buyer on all products subject to this order.

Prevailing Wage: When a contract/order requires construction of Public Works as defined in the Illinois Prevailing Wage Act, including new structures, renovation, remodeling and expansion of existing structures, maintenance and repair of equipment on a construction site, transportation of equipment or materials to or from a construction site:

- 1) Seller and its subcontractors must pay prevailing wage to any laborers or workers working on the project. It is Seller's responsibility to determine the appropriate current prevailing wage rate.
- 2) Seller shall maintain a certified payroll which will be required prior to payment, and shall be required to submit a Wage Certification Form and maintain records in accordance with the Prevailing Wage Act [820 ILCS 130/1-12]
- 3) Prior to payment of the purchase price, Seller shall furnish lien waivers, releases, affidavits, and other documents as Buyer requires, keeping Buyer's premises lien free.


Bonds: For Public Works projects over \$50,000, the Seller shall furnish a Performance Bond and a Labor and Material Bond in an amount equal to the contract before commencing work. The surety on the bond shall be a company that is licensed by the Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investor Service, Standard & Poor's Corporation, or a similar rating agency.

Confidential Data: Seller shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all confidential data, whether in hard copy or electronically maintained or transmitted, received from, or on behalf of Waubonsee or its students. These measures will be extended by contract to all subcontractors used by the Seller. Unless authorized by Waubonsee, Seller may not copy, store, or transmit unencrypted confidential and sensitive data on non-Waubonsee-owned/leased computing devices, or other portable storage or computing devices. Seller shall destroy such data when they are no longer needed for the purpose for which they were released.

Non-Disclosure: Seller shall not announce this agreement and relationship in any press releases or other publications, or use Waubonsee's name or logo's in any marketing materials without prior written consent of Waubonsee.

- 1) All information that is obtained and work performed under this agreement and the Seller's Waubonsee Community College contract/order is considered sensitive, may or may not require use of sensitive and personal data and information and falls under one or more categories of information that is subject to protection from disclosure and misuse, including but not limited to: personal information and highly restricted personal information in connection with law enforcement sensitive data and information, the Privacy Act of 1974, 5 U.S.C. § 552a et. seq., the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g et seq. (FERPA), and personal information as defined under and governed by the Personal Information Protection Act, 815 ILCS 530 et seq.
- 2) Seller agrees to comply with all federal and state statutes, rules and regulations as identified in the Waubonsee Acceptable Usage Agreement (located at www.waubonsee.edu/it), understands that disclosure of any information, by any means, for a purpose or to an extent unauthorized herein, shall be grounds for

**QBS - REQUEST FOR QUALIFICATIONS
CIVIL ENGINEERING**

 immediate termination of the contract/order and this agreement, and may subject the offender to criminal and civil sanctions.

- 3) All source materials/data/information and resultant work products compiled or created and any information or portion of information derived therefrom are the property of the Waubonsee Community College and must not be used by Seller for any purpose other than the purpose outlined by the contract/order and this agreement.
- 4) Neither Seller, nor its officers, directors, agents, or employees shall divulge, sell, or distribute any information obtained from Waubonsee Community College or derived therefrom at any point in time to a third party, even after termination or expiration of a contract/order, except as may otherwise be required by law.
- 5) Seller shall notify each of its officers, directors, agents, and employees having access to the Waubonsee Community College information that such information may be used only for the purpose and to the extent authorized in this contract.

Insurance: During the term of this agreement, upon Buyer's request, Seller shall maintain, and require its subcontractors to maintain, insurance policies with limits acceptable to Buyer, to protect against claims that may arise from this purchase order. In addition, Seller and its subcontractors shall maintain Workman's Compensation insurance and Comprehensive Automobile Liability insurance coverage in amounts as required by Illinois law. Seller may be required to provide additional insurance as noted in the BID/RFP documents including but not limited to professional liability, E & O (Errors and Omissions), environmental liability and umbrella coverage. Waubonsee, its officers, agents, employees and assigns as will be named as Additional Insured thereunder on a primary and noncontributory basis and certificate holder for all work performed on Buyer's property.

Independent Contractor: Seller shall perform its obligations as an independent contractor of Waubonsee and nothing herein shall be deemed to constitute Seller and Waubonsee as partners, joint venturers, or principal and agent. Seller has no authority to represent Waubonsee and shall not represent that it or any of its subcontractors are in any manner agents or employees of Waubonsee.

License: Upon payment in full for software, Seller grants to Waubonsee a perpetual, non-exclusive, worldwide, irrevocable, fully paid right and license to install and use the software on all computing devices used by or for the benefit of Waubonsee. This license is subject to the limitation on the maximum number of end users or other limitations listed on Seller's proposal, but if none, this license shall be deemed to be enterprise-wide and the software may be used by all Waubonsee end users without any maximum number. Any Deliverable under this purchase order that may be subject to a copyright shall be considered a "work for hire" as defined by the U.S. Copyright Act and shall be owned by Waubonsee and Waubonsee shall be considered the author of such item. If a Deliverable shall not be considered a "work for hire" under the U.S. Copyright laws, Seller hereby irrevocably assigns all right, title, and interest in the Deliverable, including all intellectual property rights effective from the moment of creation of the Deliverable.

Smoke Free Campus: The policy of the Waubonsee Board of Trustees is to have a smoke free college environment. Smoking on college grounds and inside college facilities and college vehicles is prohibited. Smoking is only permitted inside private vehicles.

Affirmative Action/Equal Opportunity: Waubonsee Community College is an Affirmative Action/Equal Opportunity Employer and does not discriminate against any employee or service provider because of race, sex, color, age, religion, national origin, marital status, veteran's status, physical or mental disability or any other protected status under federal or state law.

Entire Agreement: This purchase order, together with any written documents incorporated by reference, constitutes the entire agreement between Buyer and Seller with respect to this transaction and supersedes all previous communications. Any additional or different terms by the Seller or Seller's acknowledgement are rejected by the Buyer unless expressly agreed to in writing by an authorized representative of the Buyer. This agreement shall be binding upon and inure to the benefit of all heirs, personal representative, successors and assigns of the Seller.

**QBS - REQUEST FOR QUALIFICATIONS
CIVIL ENGINEERING**

INSURANCE AND INDEMNITY REQUIREMENTS

1. **SAFETY:** The Contractor, its agents, employees, material men and its Subcontractors will perform all work on the project in a safe and responsible manner, and in compliance with all Federal, State and local safety requirements and standards.
2. **INDEMNIFICATION:** The work performed by the Contractor shall be at the risk of the Contractor exclusively. To the extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, affiliated companies of Owner, their partners, joint venturers, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorney's fees and costs, and consultants' fees and costs) which arise in whole or in part or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by Sub-Contractor or its agents.
3. **INSURANCE:** The insurance required shall be written for the duration of the Contract in amounts not less than the following minimum limits or as required by law whichever is greater. The Insurer must give the college at least 30 days prior written notice of cancellation and termination of the firm's coverage thereunder. All subcontractors the firm hires must comply with the same requirements.
 - a. **Errors and Omissions:** 1 million dollars
 - b. **Professional Liability:** \$2 million dollars
 - c. **Comprehensive General Liability** including Contractor's protective liability, Contractual liability, Completed Operations and Products liability. The latter shall be written for a period of one year from the date of acceptance by the Owner, to be renewed annually as long as the contract is in force. Minimum limits shall be as follows:
 - i. Not less than \$1 million dollars Each Occurrence, \$2 million Products/Completed Operations aggregate, \$1 million Personal and Advertising Injury limits, and \$2 million General Aggregate subject to a per project aggregate.
 - ii. Firm shall provide Waubensee Community College with a Certificate of Insurance and endorsement naming Waubensee Community College District No. 516, its officers, agents, employees and assigns as Additional Insured thereunder on a primary and noncontributory basis.
 - d. **Workman's Compensation** as required by all applicable laws including employer's liability in the amount of \$500,000.00 or as otherwise limited by law.
 - e. **Comprehensive Business Automobile Liability** including non-ownership and hired car coverage as well as owned vehicles. Minimum limits shall be as follows:
 - i. Written in the amount of not less than \$1,000,000 each accident and covering any auto.
 - f. **Umbrella Liability Insurance:** Written in the amount of no less than \$2,000,000 each accident.
4. **PROPERTY INSURANCE:** It is agreed that the Contractor shall purchase and maintain property insurance for its material left at the job site. Contractor waives all rights of subrogation against Owner for loss of, or damage to, Contractor's work, tools, machinery, equipment, materials or supplies.

TO BE RETURNED WITH RESPONSE

AUTHORIZATION OF RESPONSE

I HEREBY AUTHORIZE THIS PROPOSAL, ACKNOWLEDGING THAT I UNDERSTAND AND AGREE TO THE PROPOSAL INSTRUCTIONS AND SPECIFICATIONS. I WARRANT THAT ALL INFORMATION PROVIDED IN THE SUBMITTED PROPOSAL IS TRUE AND ACCURATE. I FURTHER WARRANT THAT FAILURE TO HAVE READ ALL THE PROVISIONS OF THIS SOLICITATION SHALL NOT BE CAUSE TO ALTER ANY RESULTING CONTRACT OR REQUEST ADDITIONAL COMPENSATION. BY SIGNING THIS DOCUMENT, I CERTIFY THAT THE FIRM IS NOT BARRED FROM BIDDING IN THE STATE OF ILLINOIS OR AT THE FEDERAL LEVEL.

Name of Company

Authorized Signature and Typed or Printed Name Date

Address

City State Zip Code

Telephone Number

Email Address

Proposals must be made in the official name of the firm or individual which business is conducted, stating official business address, and must be signed in ink by a person authorized to legally bind the person, partnership, company, or corporation submitting the proposal.

ADDENDA

This RFP is based on the following Addenda, the receipt of which is numbered as follows:

Addenda No. _____

TO BE RETURNED WITH RESPONSE

**QBS - REQUEST FOR QUALIFICATIONS
CIVIL ENGINEERING**

CONFLICT OF INTEREST DISCLOSURE AND NON-COLLUSION FORM

All Respondents are required to complete and sign this form. Completed form must be returned with Proposal no later than the advertised deadline Failure to return this completed form may result in disqualification.

Conflict of Interest Disclosure

Waubonsee Community College is requiring that all relationships with the college, its administrators, trustees, committee member, or any other employee of the college be disclosed in writing as a part of any proposal submitted. Contact regarding this Proposal with any employee of Waubonsee Community College during the pre-award period, except as noted in the solicitation, is strictly forbidden, and is considered sufficient grounds for dismissal from the RFP process.

Define the relationship with any Waubonsee Community College administrator, trustee, committee members, or their immediate family member, with which your company or any of its owners, officers, trustees, employees do business with, or for which there is an opportunity to influence a related college decision.

Respondent certifies that there is no known conflict of interest with any WCC administrator, trustee, committee member or employee of the college.

Non-Collusion Statement

The undersigned affirms that he/she is duly authorized to execute this contract and that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other Company, and that the contents of this Proposal as to prices, terms or conditions of said RFP have not been communicated by the undersigned, nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this Proposal.

The undersigned further affirms that this Proposal was prepared independently for this project and that it contains no fees or amounts other than for legitimate execution of this work as specified and that it includes no understandings or agreements in restraint of trade.

Firm Name: _____

By: _____
(Authorized Signatory)

Title

BUSINESS ENTERPRISE PROGRAM - MINORITIES, FEMALES, PERSONS WITH DISABILITY PARTICIPATION AND UTILIZATION PLAN

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) establishes a goal for 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 30% of the total dollar amount awarded to MBEs and FBEs, based on the availability of BEP certified vendors to perform or provide the anticipated services and/or supplies required by this solicitation. At least 50% of that total dollar amount should be awarded to WBEs.

The BEP participation goal is applicable to all bids or offers. In addition to the other award criteria established for this solicitation, Waubensee Community College (College) will award this contract to a Vendor that meets the goal or demonstrates good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the BEP certified vendor. If Vendor is a BEP certified vendor, the entire goal is met and no subcontracting with a BEP certified vendor 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. **Please read the guidelines carefully.** A format for the Utilization Plan is included in this section. Vendor should include any additional information that will add clarity to Vendor's proposed utilization of certified BEP vendors to meet the targeted goal. The Utilization Plan must demonstrate that Vendor has either: (1) met the entire contract goal; or (2) made good faith efforts towards meeting the entire goal. Any submission of good faith efforts by Vendor shall be considered as a request for a full or partial waiver. At the time of bid or offer, Vendor, or Vendor's proposed Subcontractor, must be certified with CMS 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 or not responsible, 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

**QBS - REQUEST FOR QUALIFICATIONS
CIVIL ENGINEERING**

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 place 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 finally awarded to Vendor unless Vendor's BEP Utilization Plan is approved by the College.**

3. **BEP Certified Vendor Locator References:** Vendors 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 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 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, regular dealer, or 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 the 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

**QBS - REQUEST FOR QUALIFICATIONS
CIVIL ENGINEERING**

(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 number 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 a 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

**QBS - REQUEST FOR QUALIFICATIONS
CIVIL ENGINEERING**

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 de 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 caused 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 will approve or deny a request for substitution or other change in the Utilization Plan within five business days of receipt of the request.
 - 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

**QBS - REQUEST FOR QUALIFICATIONS
CIVIL ENGINEERING**

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.

**QBS - REQUEST FOR QUALIFICATIONS
CIVIL ENGINEERING**

UTILIZATION PLAN PART 1: COMMITMENT AND SIGNATURE

_____(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 **Waubonsee Community College's Civil Engineering Request for Qualifications.**

We understand that all subcontractors/consultants 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, or a portion of the goal, and hereby requests a waiver (complete Demonstration of Good Faith Efforts checklist below).

Vendor's person responsible for compliance with this BEP goal (*please print clearly*):

Name:

Title:

Telephone:

Email:

*Note: Letters of Intent template may be found on the State of Illinois website,
<https://www2.illinois.gov/cpo/general/Documents/Letter%20of%20Intent%20Template%20v.14.1.pdf#search=letter%20of%20intent>*

**QBS - REQUEST FOR QUALIFICATIONS
CIVIL ENGINEERING**

UTILIZATION PLAN PART II: PARTICIPATION AGREEMENT

Instructions: The Prime Vendor is required to submit a separate, signed and **fully completed Participation Agreement** from each Business Enterprise Program (BEP) minority-owned, woman-owned or disadvantaged certified vendor. **Once signed and submitted with the bid/offer, this Participation Agreement, along with the other Parts of this Utilization Plan, will become a mandated part of the contract, if awarded.** The Prime Vendor shall not prohibit or otherwise limit the BEP/VSB certified vendor(s) from providing subcontractor quotes to other potential bidders/offerors.

Project Name: _____ **Project/Solicitation Number:** _____

Name of Prime Vendor: _____

Address: _____

City, State and Zip: _____

Telephone: _____ Fax: _____ Email: _____

Vendor's Contact responsible for compliance with this Participation Agreement: _____

Name of BEP Certified Vendor: _____

Type of Certified Vendor: _____ MBE _____ WBE _____ DBE

Address: _____

City, State and Zip: _____

Telephone: _____ Fax: _____ Email: _____

BEP Vendor's Contact responsible for compliance with this Participation Agreement:

Type of Agreement: _____ Services _____ Supplies _____ Both Services and Supplies

(a) Proposed % of Contract to be performed by the BEP/VSB Certified Vendor _____%
NOTE: The Prime Vendor must indicate the percentage of the estimated contract award that will be subcontracted to the certified BEP/VSB Vendor.

(b) Anticipated start date of the Certified BEP Vendor: _____.

(c) This participation agreement shall have a term of _____ to _____, with a total period of _____ years and _____ months, including renewals, change orders or extensions to the underlying contract.

(d) Description of work to be performed or goods/equipment to be provided by the BEP certified vendor. All Participation Agreements shall be subject to college's approval. Any changes involving or affecting the identified BEP certified vendor, scope(s) of work will not be permitted without notification to the college and BEP Compliance, in writing, and approval of the college. *(If more space is needed to fully describe BEP certified firm's proposed scope of work and/or payment schedule, attach additional sheets.)*

**QBS - REQUEST FOR QUALIFICATIONS
CIVIL ENGINEERING**

THE UNDERSIGNED PARTIES FURTHER AGREE that once signed and submitted with the bid/offer, this Participation Agreement, along with the other Parts of this Utilization Plan, will become a material part of the contract, and the BEP certified vendor will perform the scope of work for the percentage as indicated above. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost are completed.

Vendor (Company Name and d/b/a):

Certified BEP (Company Name and d/b/a):

_____/_____
Name (Signature) Date

_____/_____
Name (Signature) Date

Name (Print)

Name (Print)

Title

Title

**QBS - REQUEST FOR QUALIFICATIONS
CIVIL ENGINEERING****DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE GOAL AND REQUEST FOR
WAIVER**

If the BEP participation goal was not achieved, Vendor must provide document 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 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(s) could not be reached.
- Thoroughly investigate the capabilities of BEP certified vendors and not reject them as unqualified without documented reasons. The BEP certified vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids and proposals in Vendor's efforts to meet the goal.
- 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.

