

**WAUBONSEE COMMUNITY COLLEGE  
REQUEST FOR QUALIFICATIONS (RFQ)**

**04-22-002  
CONSTRUCTION MANAGEMENT SERVICES**

**For**

**NEW CAREER & TECHNICAL EDUCATION FACILITY**

**RFQ Number:** 04-22-002

**RFQ Issued:** Monday, April 11, 2022

**Mandatory Pre-proposal Meeting:** Monday, April 18, 2022 at 2:00 p.m.,  
Student Center, STC 106

**Submittals Due:** Thursday, April 28 at 2:00 p.m. Central

**Submit Responses To:** Waubonsee Community College  
Purchasing, DKN 259  
4S783 State Route 47  
Sugar Grove, IL 60554

**Questions/Clarifications:** **Direct all questions to the Purchasing Manager.** The College respectfully requests that respondents refrain from speaking with anyone at the college regarding this RFP. Direct questions via email to:  
  
**Theresa Larson, Purchasing Manager**  
[tlarson@waubonsee.edu](mailto:tlarson@waubonsee.edu)

*Firms intending to submit a response to this RFP should read this document in its entirety when planning to submit a proposal.*

## **LEGAL NOTICE – REQUEST FOR QUALIFICATIONS**

Waubonsee Community College has issued a Request for Qualifications (RFQ) for Construction Management Services for a new Career & Technical Education (CTE) Facility at the Sugar Grove, Illinois campus. A mandatory preproposal meeting will be held on Monday, April 18, 2022 at 2:00 p.m. at Waubonsee Community College, Student Center - Room STC 106, 4S783 State Route 47, Sugar Grove Illinois. Qualification submittals will be received until Thursday, April 28, 2022 at 2:00 p.m. Central. Responses to this Request for Qualifications shall be submitted in a sealed envelope with the name of the RFQ and Due Date/Time, and delivered to Waubonsee Community College, Finance Department c/o Purchasing, Dickson Center, DKN 259, 4S783 State Route 47, Sugar Grove, IL 60554. A copy of the RFQ is available on the college website: [waubonsee.edu/businesses/purchasing](http://waubonsee.edu/businesses/purchasing). All questions are to be directed to Purchasing at [purchasing@waubonsee.edu](mailto:purchasing@waubonsee.edu). Waubonsee Community College reserves the right to reject any or all submittals. Late submittals will not be considered. The college encourages women and minority business firms to submit Qualifications and for Firms to utilize women and minority businesses for supplies, equipment and services.

**Waubonsee Community College  
New Career & Technical Education Facility  
Request for Qualifications - Construction Management Services**

Waubonsee Community College (“Waubonsee”) is seeking qualification statements from Construction Managers to provide pre-construction services, construction phase services and occupancy phase services associated with the development of a new Career & Technical Education (CTE) Facility at the Sugar Grove, Illinois campus.

**1 INTRODUCTION**

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.

**2 PROJECT DESCRIPTION**

The proposed new Career & Technical Education Facility will be located near the south entrance to Waubonsee Community College’s Sugar Grove Campus and is envisioned to house approximately 106,000 gsf of space within a three-story building. Site development will include the extension of a new water main from the campus core along with other required utilities that are located nearby. Parking, pedestrian walkways, and landscaping to support the proposed new facility will also be incorporated into the project. Waubonsee has retained Demonica Kemper Architects (DKA) as the Architect for the project, and a conceptual planning process has been completed. No state funding or Capital Development Board participation is anticipated, however, open bidding requirements under the Illinois Public Community College Act will apply to the project.

The primary programs to be accommodated within the proposed new facility will include:

- Automotive Technology
- Auto Body Repair
- Computer-Aided Design
- Machine Tool Technology
- Welding Technology

A Preliminary Project Timeline has been established as follows:

- |                                   |                    |
|-----------------------------------|--------------------|
| • Complete Program Confirmation   | June 15, 2022      |
| • Complete Schematic Design       | September 15, 2022 |
| • Complete Design Development     | January 15, 2023   |
| • Complete Construction Documents | June 30, 2023      |
| • Start Construction              | September 1, 2023  |
| • Substantial Completion          | November 30, 2024  |

The current construction cost associated with this project has been estimated at approximately \$53,000,000.

The project is not anticipated to achieve LEED certification; however, sustainable design strategies will be incorporated into the project where feasible. The CM will be expected to

work with DKA throughout the entire process to assist in achieving the project's sustainability goals.

### 3 RFQ PROCESS

#### 3.1 Pre-Proposal Conference

A mandatory pre-proposal conference will be held at **2:00 pm on Monday, April 18, 2022 at Sugar Grove Campus, Student Center, Room 106**. A brief presentation will be made by Waubonsee and DKA to outline the project scope followed by an opportunity to ask questions related to the project.

#### 3.2 RFQ Submission Requirements

Respondents to this proposal shall submit six (6) hard copies and one electronic copy on flash drive of their submittal containing all requested information. Responses must be received by **no later than 2:00 pm Central on April 28, 2022** at Waubonsee Community College, Dickson Center, Room 259, 4S783 State Route 47, Sugar Grove, IL 60554. Attention: Ms. Theresa Larson, Purchasing Manager. Please mark the submission with (1) Proposal Due Date and Time, (2) Project Name. No fax copies or email submissions will be accepted. Submittals will not be returned to Respondents.

#### 3.3 Anticipated RFQ Submission Schedule

- Distribution of RFQ Monday, April 11, 2022
- Mandatory Pre-Proposal Conference Monday, 18, 2022 at 2:00 p.m.
- Deadline for Receipt of Written Questions Monday, April 25, 2022
- Submission Deadline Thursday, April 28, 2022
- Interviews Tuesday, May 3, 2022
- Board Approval Wednesday, May 18, 2022

#### 3.4 Black-Out Period

Upon issuance of the RFQ, no firm shall contact any Waubonsee officers or employees regarding this project, except during the Pre-Proposal Conference. Any other questions regarding this RFQ shall be made via email and shall be directed to Ms. Theresa Larson, [tlarson@waubonsee.edu](mailto:tlarson@waubonsee.edu). During this black-out period, any violation of this provision shall be cause for disqualification of the violating firm's proposal.

#### 3.5 Negotiations

Waubonsee reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this RFQ. Waubonsee may require the RFQ and the Respondent's entire Qualification response be made an integral part of the resulting contract. This implies that all responses, supplemental information, and other submissions provided by the Respondent during discussions or negotiations will be held by Waubonsee as contractually binding on the successful Respondent.

#### 3.6 Notice of Unacceptable Responses

When the Selection Committee determines a firm's RFQ response to be unacceptable, such Respondent shall not be afforded an additional opportunity to supplement its RFQ Response.

#### 3.7 Confidentiality

Waubonsee shall examine the Statements of Qualifications to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the contract, all responses, documents, and materials submitted by the Respondent pertaining to this RFQ will be considered public information and will be made available for inspection, unless otherwise determined by Waubonsee. All data, documentation and innovations developed as a result of these contractual services shall become the property of Waubonsee. Based upon the public nature of these RFQ's, a Respondent must inform Waubonsee, in writing, of the exact materials in the offer which cannot be made a part of the public record in accordance with the Illinois Freedom of Information Act.

**3.8 Reserved Rights**

Waubonsee reserves the right at any time and for any reason to cancel this RFQ process or any portion thereof, to reject any or all submittals, or to accept alternates submittals. Waubonsee reserves the right to waive any immaterial defect in any RFQ response. Unless otherwise specified by the Respondent, Waubonsee has ninety (90) days to accept.

**3.9 Incurred Cost**

Waubonsee will not be liable in any way for any costs incurred by Respondents in replying to this RFQ.

**3.10 Costs / Fees**

Respondents shall not include any costs and/or fees associated with the RFQ. Should the Respondent be chosen, during the second step of the selection process the college may request the Construction Manager's proposed fee and its price for fulfilling the general conditions at that time. If the RFQ contains cost and/or fees at step one of the selection process, the RFQ will not be considered responsive and may be rejected by the college.

**3.11 Modifications or Withdrawal of RFQ**

Respondent may modify or withdraw its RFQ from consideration if such a request is made in writing with the signature of the Respondent and received by Waubonsee Community College prior to the due date and time for submission of the RFQ.

**3.12 Post Submission of Proposal**

Prior to contract award, the college will notify Respondent if it objects to any persons or entities proposed to furnish and perform the work. If the college objects to any such person or entity, the Respondent may, at his option, withdraw its proposal or submit an acceptable substitute person or entity.

**3.13 Selection Process**

**3.13.1** The **Selection** Committee shall meet to review all submissions received and accepted, and shall identify and short list no less than three (3) and no more than five (5) Firms with the highest scores.

**3.13.2** After the shortlisted Firms have been notified, the Selection Committee will conduct individual Firm presentations/interviews and shall rate each Firm in accordance with the guidelines in the RFQ.

**3.13.3** The Selection Committee shall tabulate and make a recommendation to the college's President.

- 3.13.4 The college's President may require an in-person interview with the recommended Firm.
- 3.13.5 Upon approval by the college's President, the college will notify the successful Firm of selection and proceed into negotiations. If negotiations are unsuccessful, the college reserves the right to proceed to the next ranking Firm or to reject any and all Firms.
- 3.13.6 Successful negotiations will be approved by the college's Board of Trustees prior to contracting.

**3.14 Initial Screening / Shortlisting (100 Total Points)**

- Completeness of Overall Submission** (10 Points)
- Construction Management Experience** (20 Points)
- Key Project Personnel** (15 Points)
- Management Approach** (15 points)
- Information and Communication System** (10 points)
- Insurance & Bonding** (5 points)
- Financial Capability** (5 Points)
- Scheduling and Cost Control** (15 Points)
- Business Enterprise Program Participation and Utilization Plan** (5 points)

**3.15 Presentation Interviews (100 Total Points)**

After the Selection Committee short lists, the top ranked Firms, Presentations/Interviews will be scheduled.

With the beginning of Presentations/Interviews, a new ranking procedure is established. The Firm with the highest point total in Part IV shall be ranked the number one Firm. The Top Firm(s) shall be recommended for selection as Construction Manager.

- 3.15.1 **Knowledge of the Site and Local Conditions:** (15 Points)  
Demonstrate knowledge of Waubensee Community College, local codes and ordinances, contractors, subcontractors and suppliers. Indicate the Firm's ability to deliver quality workmanship in an effective and timely manner.
- 3.15.2 **Proposed Project Staff and Functions:** (25 Points)  
Identify the following key staff positions and names of the actual staff members to be assigned to those positions for this project: Project Executive, Project Manager, Project Superintendent, Project Engineer, MEP Specialist, Field Manager(?). Describe their individual abilities and

experiences and indicate the function of each within the organization and their proposed duties and responsibilities.

- 3.15.3 Overall Approach and Methodology:** (25 Points)  
Demonstrate verbally and/or graphically the plan for this project, documenting the services to be provided and showing the interrelationship of all parties.
- 3.15.4 Cost Control/Value Engineering:** (20 Points)  
Demonstrate knowledge and experience in the evaluation of building systems, construction techniques and the recommendations of materials to create an optimum value in meeting the design requirements.
- 3.15.5 Scheduling this Project:** (20 Points)  
As a part of the project approach, propose a scheduling methodology for effectively managing and executing the work in the optimum time. Describe procedures for scheduling and for compliance controls. Identify any current projects and the projected versus the actual schedule.

#### **4 SCOPE OF CONSTRUCTION MANAGEMENT SERVICES**

The Construction Manager's (CM) scope of work shall include all or part of the following list of services. Prior to awarding a contract for these services, Waubonsee reserves the right to modify this scope of work in order to adequately address their needs.

##### **4.1 Pre-construction Phase Services**

###### **4.1.1 Administration**

The CM shall participate in a Kick-Off Meeting/Team Building Session to outline the goals and objectives of the entire program and establish the working relationship and responsibilities of each team member. (Owner, A/E, CM). The CM shall attend and participate in all design phase team meetings. The CM shall prepare a site logistics and utilization plan for review by Waubonsee.

###### **4.1.2 Estimating**

The CM shall provide detailed project estimates at the following stages of document completion:

- 100% Schematic Design
- 100% Design Development
- 50% and 95% Construction Documents

Estimates should provide quantities and unit prices for each item of work where applicable.

###### **4.1.3 Scheduling**

Develop a detailed CPM master project schedule in cooperation with Waubonsee and DKA immediately upon award. This schedule shall include all work required from Schematic Design through Occupancy and should be developed using a nationally recognized computerized scheduling program. The schedule should be updated at minimum at 100% Schematic Design, 100% Design Development, 50% and 95% Construction Documents, and at one-month intervals throughout the duration of the project.

#### **4.1.4 Value Engineering/Constructability Reviews**

Provide value engineering and constructability reviews in conjunction with the above project estimates. Make recommendations including relative cost implications, suggestions regarding alternative products and construction methods, and economic comparisons to ensure the cost effectiveness of each component of the project. Perform a preliminary 3D coordination of major building systems at 50% construction documents, and recommend potential changes for incorporation into construction documents.

#### **4.1.5 Safety**

Campus safety is a priority for Waubonsee; a zero-tolerance policy is expected for incidents impacting the health, safety and welfare of campus students, faculty, employees and visitors, and construction workers. The CM must maintain an EMR below 1.0 throughout the duration of the project. Develop a project specific safety plan to be incorporated into all bidding documents.

#### **4.1.6 Purchasing**

In conjunction with Waubonsee and DKA, the CM shall prepare, develop and distribute all bid packages including project specific general and supplementary conditions items. The CM and DKA will conduct pre and post bid meetings with trade contractors to ensure that all bids are complete and fully responsive. The CM will receive and analyze contractor bids and make award recommendations to Waubonsee. Waubonsee will award contracts and purchase orders as recommended by the CM. CM will prepare and issue contracts to awarded Contractors, collect signatures, certificates of insurance and bonds on behalf of the college.

### **4.2 Construction Phase Services**

#### **4.2.1 General Administration**

Maintain a competent and sufficient number of full-time field staff to administer the work of the project and to coordinate and supervise the work. The CM shall conduct weekly meetings with the project team and all trade contractors. Prepare and distribute meeting minutes to all parties.

#### **4.2.2 Trade Contractor Supervision/Coordination**

Strictly supervise and coordinate the efforts of all trade contractors and suppliers to ensure that cost, quality, safety and all other goals of the project are met or exceeded. The CM will be responsible to manage BIM coordination services for all major bid packages.

#### **4.2.3 Logistics**

Manage shipping and receiving of materials and equipment and coordinate storage of materials, including any materials and equipment purchased by the college and stored offsite.

#### **4.2.4 Schedule**

Solicit and incorporate trade contractor input into the project schedule. Manage all trade contractors to ensure milestone and final completion dates are met. Develop recovery schedules when critical path or milestone dates are or may be negatively impacted. Provide two-week look ahead



schedules at weekly OAC meetings. Update the overall schedule monthly for incorporation into monthly report.

#### **4.2.5 Quality Control**

Develop a project specific quality control plan, and incorporate into all trade contracts. Inspect all materials and installations to ensure that the plans, specifications and quality control goals of the project are being met or exceeded. Maintain a Quality Control Log to track quality issues as they are identified. Log should track dates items are identified, corrected and trade contractor responsibility.

#### **4.2.6 Safety**

Monitor and enforce project specific Safety Program. No awards will be acceptable, without discussion, to trade contractors with an EMR exceeding 1.0. Ensure compliance with all local, state and federal safety regulations through an OSHA Partnership Program (if possible). Incorporate appropriate information into monthly reports.

#### **4.2.7 Reporting/Communication**

Implement a web-based project management control system for all project communications. Provide free, unlimited access to Waubonsee and the design team, and free, limited access to all awarded trade contractors. On monthly basis prepare a detailed project report updating Waubonsee with pertinent cost, schedule, safety, quality and other pertinent project facts. Maintain a daily log of all construction activities and a photographic log of the project's progress. Develop and maintain computerized information management systems to monitor costs, requests for information, change order status, submittals, and all other project information. CM may attend board meetings as required.

#### **4.2.8 Project Accounting**

On monthly basis, gather all trade contractor and supplier invoices and summarize into overall project billing in a format acceptable to Waubonsee and DKA. Review, negotiate and recommend action regarding all trade contractor change order requests prior to submission to DKA and Waubonsee for review. Continuously incorporate changes into overall project budget to maintain an accurate estimate of total project costs. Obtain and maintain appropriate insurance certificates from all trade contractors and suppliers. Coordinate the submittal of all required waivers of lien and Certified Payroll reports from the trade contractors to Waubonsee.

#### **4.2.9 Requests for Information/Submittals**

Prior to the start of construction, prepare a master submittals log for review and approval by the DKA. Manage all RFIs and submittals at the CM's field office. Review and forward to DKA and/or Waubonsee all trade contractor requests for information and submittals. Maintain a date sensitive computerized log of all such documents indicating current status of each item.

#### **4.2.10 General Conditions**

The CM shall be responsible for the performance and administration of all general conditions work on the project, exclusive of trade contractor work.

#### **4.2.11 Permits/Inspections**

Coordinate all necessary inspections associated with local, state and federal permits for the new facility.

#### **4.2.12 Self Performance**

The Construction Manager will **not** be allowed to self perform any portion of the work.

#### **4.2.13 Prevailing Wage Monitoring**

The Construction Manager shall maintain records of payroll submitted by subcontractors and/or trade contractors or specialty contractors of wage classifications and related wage rates. The Construction Manager shall coordinate with the subcontractors and/or trade or specialty contractors to provide accurate records, assist in wage disputes, and consult on show-cause meetings in order to resolve issues at the lowest level.

The Construction Manager shall obtain monthly all certified payroll and maintain records. The Construction Manager shall verify consistency with monthly progress payment applications and negotiate timely disputes for payment by the college.

### **4.3 Occupancy Services**

#### **4.3.1 Punchlist**

Implement an electronic punch list system, with electronic access by the DKA and Waubonsee. Coordinate the final punchlist incorporating items from DKA and Waubonsee. Administer completion of all items therein with responsible trade contractors.

#### **4.3.2 O&M Manuals/As-Builts**

Prepare and turn over to Waubonsee all O&M manuals, in a PDF and printed format, for all equipment. Throughout the project maintain an accurate set of record documents for Waubonsee incorporating all aspects of the construction. The final record documents shall be submitted by the trade contractors to the CM for review, then forwarded to DKA for a final compliance check. Maintain and turn over a photographic log of all construction following rough-in and prior to final finish installation.

#### **4.3.3 Training/Start up**

Coordinate equipment training for appropriate Waubonsee staff to ensure a smooth transition to building operation. Administer and video tape start up and testing of all equipment by manufacturer's representatives.

#### **4.3.4 Warranty**

Obtain appropriate guarantees and warranties from all applicable trade contractors and suppliers. Provide copies of same to Waubonsee. Enforce provisions of warranties and guarantees with appropriate parties.

## **5 PROJECT STAFFING REQUIREMENTS**

- 5.1** The construction manager shall provide minimum project staffing according to the following:

- 5.1.1 **Project Executive (part-time)** - Individual should have an industry relevant college degree, and at least 10 years of management experience with projects of similar scope, size, and complexity.
- 5.1.2 **Project Manager (full-time)** – Individual should have an industry relevant college degree, and at least 10 years of project management experience with projects of similar scope, size, and complexity.
- 5.1.3 **Project Superintendent and/or Field Manager (full time)** - Individual should have an industry relevant college degree, and/or at least 15 years of superintendent experience with projects of similar scope, size, and complexity. Required to be on project site full-time once construction begins.
- 5.1.4 **Project Engineer (full time)** - Individual should have an industry relevant college degree, and at least 5 years of project engineer experience with projects of similar cope, size, and complexity.
- 5.1.5 **MEP Specialist (part time)** – Individual should have an industry relevant college degree, and at least 10 years of MEP experience with projects of similar scope, size and complexity.
- 5.1.6 Other staff as necessary to administer estimating, building information modeling, quality control, site safety, purchasing, accounting, clerical and other duties as required.

## 6 TECHNICAL PROPOSAL SUBMISSION REQUIREMENTS

The proposer shall submit the following information in the order and format indicated below.

### 6.1 Cover Letter

Provide a cover letter introducing your firm and your Statement of Qualifications.

### 6.2 Authorization

Submittals must include a signed Authorization of Response form, completed Conflict of Interest and Non-collusion Form, and the Business Enterprise Program Plan and Utilization Form. See Appendix A.

### 6.3 Company Overview

For the office responsible for this project, provide an overview of the company detailing the history of the company, the ownership structure, the total number of professional staff and breakdown by positions, a list of available services, the average annual percentage of work completed as a construction manager in the past ten years, and the average annual percentage of work completed on active campuses in the past ten years. Provide the name, phone number and email contact of the person authorized to discuss the statement of qualifications. Include a list of all work currently in progress, identifying the client, project name, construction value, percentage complete, estimated completion date, and assigned Project Superintendent.

### 6.4 Construction Management Experience

Provide examples of projects completed within the past ten years which you feel best represent your firm's ability to adequately provide CM services for the project proposed by Waubensee. Include project size and description, location, type of construction management used (CM-Agency versus CM At-Risk), design phase involvement, specific accomplishments, final cost estimate versus actual final cost, and CM's assigned project team. Include the name and phone number for

the client and A/E firm(s) associated with each project as a reference. (Five examples minimum).

**6.5 Key Project Personnel**

- 6.4.1 Provide an organizational chart of the project staff identifying personnel listed in Section 5 above.
- 6.4.2 Provide resumes, credentials, educational experience, relevant project experience and 3 references for project staff to be assigned to this project. At a minimum include personnel listed in Section 5 above.
- 6.4.3 Provide a staffing plan indicating the estimated percentage of time for each member of the project staff on a monthly basis during preconstruction and construction phase services.

**6.6 MANAGEMENT APPROACH**

Provide your approach to the following CM services:

- 6.6.1** Cost Estimating/Value Engineering (specifically highlight MEP/FP/T trades)
- 6.6.2** Constructability Review
- 6.6.3** Schedule (include a project schedule example)
- 6.6.4** Site Logistics
- 6.6.5** Quality Control
- 6.6.6** Safety (including EMR since 2012)
- 6.6.7** Partnering/Teamwork
- 6.6.8** Communications Management
- 6.6.9** Purchasing / Bidding (with specific reference to open bidding under Illinois Procurement Code and Illinois Business Enterprise Program)
- 6.6.10** Building Information Modeling

**6.7 INSURANCE & BONDING**

- 6.6.1 Provide insurance carrier information, carrier A.M. Best Rating and limits for the following coverages: general liability, auto liability, workers compensation, excess liability, and professional liability. Provide a reference name and phone number. Indicate the cost to provide insurance coverage as a percentage of construction cost. Include a current insurance certificate.
- 6.6.2 Provide surety information and rating for payment and performance bonds. Indicate your company's single and aggregate limit of bonding capacity as well as instances of bonding company utilization by CM in the past five years. Indicate the cost to provide a payment and performance bond as a percentage of construction cost. Include a letter from your surety.
- 6.6.3 Address your company's approach to trade contractor payment and performance bonding. Indicate the anticipated cost of trade contractor payment and performance bonding as a percentage of construction cost.

**6.8 OTHER PERTINENT INFORMATION**

Include all other pertinent information that the proposer would like Waubensee Community College to consider. Address any contracts that your company failed to perform or litigation involving your company in the past five (5) years, including any current litigation.

**6.8 FINANCIAL**

Provide financial references and a copy of your most recent audited financial statement.

**6.9 REFERENCES**

Provide a minimum of five (5) current references for the company from clients and architects for similar projects in higher education.

**BUSINESS ENTERPRISE PROGRAM PARTICIPATION AND UTILIZATION PLAN**

Complete the attached Business Enterprise Program Participation and Utilization Plan.

The Board of Trustees sets an aspirational goal to award twenty percent (20%) of the total dollar amount for professional services contracts including insurance services, investment services, information technology services, accounting services, architectural and engineering services, and legal services to qualified businesses owned by minorities, females, and persons with disabilities.

# APPENDIX A

## **AUTHORIZATION OF RESPONSE**

I HEREBY AUTHORIZE THIS SUBMITTAL, ACKNOWLEDGING THAT I UNDERSTAND AND AGREE TO THE SUBMITTAL INSTRUCTIONS AND SPECIFICATIONS. I WARRANT THAT ALL INFORMATION PROVIDED 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.

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Name of Company

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Typed or Printed Name Authorized Signature Date

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Address

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City State Zip Code

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Telephone Number Fax Number

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Email Address

Submittals 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.

## **ADDENDA**

This RFQ is based on the following Addenda, the receipt of which is numbered below:

Addenda No. \_\_\_\_\_

# CONFLICT OF INTEREST DISCLOSURE AND NON-COLLUSION FORM

Completed form must be returned with RFQ submittal no later than the advertised deadline.

Failure to return this completed form may result in disqualification of Bid.

## **Conflict of Interest Disclosure**

Waubonsee Community College is requiring that any and 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 bid submitted. Contact in regards to this RFQ 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 RFQ 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 does business with, or for which there is an opportunity to influence a related college decision.

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

## **Non-Collusion Statement**

The undersigned Firm or agent, being duly sworn, on oath says that he/she has not, nor has any other member, representative, nor agent of the Firm, company, corporation, or partnership represented by him/her entered into any combination, collusion, or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to such bidding.

He further states that no person, persons, firms, or corporation has, have or will receive directly or indirectly any rebate, fee, gift, commission, or thing of value on account of such sale.

Firm Name: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signatory)

\_\_\_\_\_ Title

## **WAUBONSEE COMMUNITY COLLEGE 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 20% 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, Waubonsee 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 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 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](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 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, 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 (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 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 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 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 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 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.

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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 \_\_\_\_\_ (Project Name).

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, 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>*

## 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.)*

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**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 were 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

## UTILIZATION PLAN PART III: 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](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(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.

**GOOD FAITH EFFORTS CONTACT LOG**

Use this Log to document all contacts and responses (telephone, email, fax, etc.) regarding the solicitation of BEP certified vendors within the specific scope of work selected. It is not necessary to show contacts with BEP certified vendors who are identified on the Letter(s) of Intent. Keep and submit copies of all emails sent and received from prospective BEP Vendors. Include a copy of the commodity list or scope of work you solicited prospective BEP Vendors to perform. Duplicate this Log as necessary; do not limit your contacts to the number of spaces shown.

<b>Certified BEP VendorName</b>	<b>Name of Person Contacted</b>	<b>Date</b>	<b>Contact Method</b>	<b>Scope of Work Solicited / NIGP Commodity / Service Code(s)</b>	<b>Reason Agreement Was Not Reached</b>