



**Request for Proposal on Strategic Planning and Continuous Improvement
Consulting Services
RFP #08-23-003**

**RESPONSES DUE: Monday, October 9, 2023, at 1:00 p.m. Central
RETURN RESPONSES TO: Purchasing@waubonsee.edu**

Waubonsee Community College has issued a request for proposal (RFP) for a qualified firm, or firms, to facilitate a strategic planning process and to assist the college in developing a new comprehensive strategic plan. The college encourages collaboration among various service providers that may have unique strengths and experiences in certain disciplines necessary for the successful completion of the project described in this RFP. The college, in its discretion, may select separate respondents for various components of this project.

All correspondence or questions concerning this RFP should be addressed to purchasing@waubonsee.edu.

I HEREBY AUTHORIZE THIS SUBMITTAL, ACKNOWLEDGING THAT I UNDERSTAND AND AGREE TO THE PROVISIONS OF THIS RFP. I WARRANT THAT ALL INFORMATION PROVIDED IN THE SUBMITTED BID 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. **Include this page with your response.**

Name of Company

Address	City	State	Zip Code
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Telephone Number	Email Address
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Authorized Official Signature	Date
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Official Print Name	Title
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Contact Name, phone, and email to discuss RFP submittal.

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REQUEST FOR PROPOSAL

Proposals for **Strategic Planning and Continuous Improvement Consulting Services, RFP Number 08-23-003**, will be received by Waubonsee Community College District 516, at the office of the Purchasing Manager, Dickson Center, Room 228, 4S783 State Route 47, Sugar Grove, IL 60554 until **1:00 p.m. Central, Monday, October 9, 2023**, at which time the respondents' names will be read publicly.

Any response received after the date and time stated above will be returned unopened. Waubonsee Community College (Waubonsee) shall not be responsible for responses that are not received at the specific office location indicated above by the stated deadline. Failure by a delivery service company or person to meet the deadline will not excuse the Respondent from the deadline requirement. It is solely the Respondent's responsibility to ensure that adequate time is allowed for timely, accurate delivery and that the Proposal is received as required.

No response shall be withdrawn for a period of ninety (90) days after the advertised close date without the consent of the college.

Respondents may download the RFP in addition to any future addenda from the college's Purchasing website at the following URL address: <https://www.waubonsee.edu/local-businesses-employers-and-vendors/bidrfprfi-opportunities>.

Under no circumstances shall failure to obtain clarifications and/or addenda relieve a Respondent from being bound by any additional terms and conditions in the clarifications and/or addenda, or from considering additional information contained therein in preparing a Proposal. Furthermore, failure to obtain any clarification and/or addendum shall not be valid grounds for a protest against award(s) made under this RFP.

SCHEDULE OF EVENTS

EVENT	DATE
Release RFP	September 14, 2023
Last Day to Submit Questions	Tuesday, October 3, 2023
Final Addenda Published	Wednesday, October 4, 2023
RFP Submittal Due	Monday, October 9, 2023 by 1:00 p.m.
Evaluation and Interviews	Date to be determined
Board Approval	To be determined
<i>Note: All dates are subject to revision by the college. Nothing herein binds or shall be construed to bind Waubonsee Community College to enter into any agreement with any party, including any Respondent hereto.</i>	

COLLEGE OVERVIEW

Waubonsee Community College (Waubonsee), located forty-five miles west of Chicago, Illinois, has served more than 330,000 students since its inception. As one of 48 public community colleges in the Illinois Community College System, Waubonsee is governed by a board of trustees composed of seven community members elected from the district at large and a student trustee selected by the student body. Waubonsee serves 22 municipalities, 12 public high school districts and nine private high schools in a five-county, 600-square-mile district. To proactively address student and community needs, Waubonsee has cultivated a learning-centered culture that values, and an infrastructure that advances, continuous quality improvement. Waubonsee has been a Hispanic-Serving Institution (HSI) since 2009, which means that at least 25% of our student body identifies as Hispanic/Latino.

Campus Locations

Main Campus

Waubonsee Community College Sugar Grove, Rte. 47 at Waubonsee Drive, Sugar Grove, Illinois 60554

Extension Campuses

Waubonsee Community College Plano Campus, 100 Waubonsee Drive, Plano, Illinois 60545

Waubonsee Community College Aurora Downtown Campus, 18 South River St. Aurora, Illinois, 60506

Waubonsee Community College Fox Valley Campus, 2060 Ogden Ave, Aurora, Illinois 60504



SCOPE OF SERVICES

Project Background and Purpose

Waubonsee Community College (Waubonsee)'s current [strategic plan](#) is focused on three pillars that support our students and our district: Student Equity and Success, Community Connections, and Employee and Organizational Excellence. With the arrival of the college's fifth president in January 2023, we are looking to engage a partner who can help us identify the changing needs and opportunities across our district and facilitate the adoption of a highly collaborative process for preparation of a new strategic plan. Additionally, we want to align other internal plans with this new process, and simultaneously examine our internal processes to identify efficiencies and duplication.

We intend to engage as many internal and external stakeholders as possible, including students, employees, alumni, parents and families, community members, and employers to identify strengths and areas of opportunity for the college as we look to the future. We are envisioning a partnership with an overall approach to strategic planning that includes sub-teams working simultaneously on the projects outlined below so that they are aligned with the new plan as it is launched. Our goal is to have the strategic plan in place by August 2024, and to have the process improvement work substantially underway at that time as well. The Technology Plan and Campus Master Plan can be completed at a later date, as long as they are included in the discussion/development of the strategic plan.

We are looking for a partner or partners in this process who has expertise in the following areas:

- **Developing a Strategic Plan:** Will include a documentation review, qualitative and quantitative feedback mechanisms, and a focus on the future workforce and education needs of the college's district. The plan needs to include clear milestones, success metrics, and accountability to ensure transparency and clarity around the work to be done.
 - The plan must also build off two prior Community Needs Assessments that focused on changing program and service expectations, prioritizing resources to support the community, and identifying new programs and services that align with our mission.
- **Continuous Process Improvement:** Because both learning and work have transitioned into a hybrid format, we want to review our internal processes for efficiency and effectiveness. We anticipate that this will require a dedicated team from our partner to work with multiple departments across the college. We would like to choose an appropriate process improvement methodology and then have training across campus to support continued implementation after this partnership engagement. At the time of the release of this RFP, the college is prioritizing work to document existing "as-is" processes.
- **Strategic Enrollment Management (SEM) Plan:** We launched a [SEM Plan](#) for the first time in late 2022. This three-year plan needs to be evaluated to best understand whether it integrates with the new Strategic Plan or if it would benefit from remaining a stand-alone plan that was

updated and aligned to the Strategic Plan.

- **Technology Master Plan:** The new era of hybrid workforces and learning experiences necessitates technology updates and improvements. We offer courses on four campuses and in five different modalities including variations of online, flex, and hybrid formats. The technological infrastructure to support all the varieties of teaching and learning needs to be robust and seamless, both in terms of physical and human capital, so that students and faculty can learn and work anywhere, anytime. Our employees' experience should also be seamless whether they are working at the office, from home, or remotely.
- **Campus Master Plan:** Because our former master plan was created pre-pandemic, rethinking how we use space is critical for addressing the needs of students and employees as well as the amenities offered by a modern college campus. While this would normally be done after the development of a strategic plan, and in coordination with an architectural/engineering firm, we are looking for creative solutions or partnerships that will allow us to create a new master plan that aligns with the new strategies identified in the planning process. While college leadership has asserted that the existing plan (the Facilities Renovation and Space Utilization Report) is no longer current, it may still be a valuable resource for preparation of the new Campus Master Plan.

GENERAL REQUIREMENTS

Information

1. Request for Proposal (RFP) documents may be downloaded from the Purchasing Webpage at: <https://www.waubonsee.edu/local-businesses-employers-and-vendors/bidrfprfi-opportunities>.
2. **RFP is not binding on Waubonsee.** This RFP is not a binding offer by the college and acceptance of the terms of this RFP by any Respondent shall not create a binding contract with the college. Waubonsee reserves the right to negotiate the terms and conditions of any agreement that may result from this Request for Proposal process, including the terms set forth herein and in any proposal. Any future contract that may be awarded must comply with college procurement requirements.
3. **Proposals Shall Constitute an Offer.** A proposal submitted in response to this RFP shall constitute an offer of the Respondent. The signature of a person who is legally authorized to execute contractual obligations on behalf of the Respondent shall indicate acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the Respondent of all terms and conditions as set forth herein, unless the response specifically indicates otherwise. A Respondent shall identify clearly and thoroughly any variations between its proposal and the RFP in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of any contract that may result from this RFP, except as outlined or specified in the RFP.
4. The college reserves the right to reject or accept any or all responses, to extend the due date, to waive technicalities in the documents or repost prior to award of the Contract.
5. Respondents may not contact any college employee directly to discuss this RFP. All correspondence or questions concerning the RFP should be addressed to

purchasing@waubonsee.edu.

6. All questions will be responded to by addendum and posted to the college's website. Do not expect an immediate answer.
7. Proposals may be withdrawn by written request from Respondent prior to the date and time established for the opening.
8. All late proposals will be rejected.
9. All proposals must be signed by a duly authorized representative of the firm; all unsigned proposals will be rejected.
10. Proposal prices must be good for a period of ninety (90) days from the date of opening.
11. 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.
12. The college's payment terms are net 30 days.
13. Invoices are paid monthly for work completed or as negotiated in the executed contract.
14. Waubonsee Community College is sales tax exempt. A certificate of tax exemption will be provided to approved Vendors.
15. Waubonsee Community College encourages the participation of qualified businesses owned by minorities, females, and persons with disabilities in contracts the college awards. This policy shall be furthered by complying with the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/0.01 et seq. and by cooperating with the Illinois Business Enterprise Council.
16. Vendors selected through this process will remain on the pre-qualified list for five (5) years from date of approval. Any Vendor may be rejected on the basis of subsequently discovered information or poor Vendor performance.
17. Vendors selected through this process must provide the college with a certificate of insurance. If the coverage period shown on the Vendor's current certificate of insurance ends during the duration of the project, the Vendor must, prior to the end of the coverage period, file a new certificate of coverage with Waubonsee showing that coverage has been extended.
18. All responses will become the property of Waubonsee Community College. All materials received or created by the college are considered **public records** and subject to disclosure to third parties in accordance with the Freedom of Information Act (FOIA). These records include but are not limited to submittals, agreement documents, contract work product, or other information submitted by a Vendor to the college.
 - a. If the Respondent requests that the college withhold their trade secrets, commercial information, or financial information from disclosure to a third party in response to a FOIA request, the Respondent must include in its submittal:
 - i. A written notification specifically identifying such information consistent with reasonable and lawful justification.
 - ii. A statement that disclosure of such information will cause competitive harm to the Respondent.
 - b. Any content not so marked by the Respondent at the time of submittal will be presumed to be open to public inspection. Entire RFP response document sets may not be reasonably considered to be confidential and proprietary.

PROPOSAL CONTENT, EVALUATION CRITERIA, FORMAT

Prepare your Response to this RFP 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.

Proposal Content

TAB 1: Transmittal Letter and Required Forms

Include the following:

1. Transmittal Letter - signed by an individual authorized to legally bind the Respondent, to include:
 - a. Statement referencing all addenda issued by the college.
 - b. Statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.
2. Complete and return the following pages from this RFP with your submittal. Failure to do so may result in rejection of RFP response.
 - a. Cover page with RFP Authorization and Signature
 - b. FORM B – Certifications
 - c. FORM C – Conflict of Interest Disclosure and Non-Collusion Affidavit
 - d. FORM D – Minimum of three (3) references from projects similar in scope as provided in this RFP. Preference is for higher education clients.

Tab 2: Company Information

Include the following:

1. General information
 - a. Name of company, primary contact person, address, email address, and telephone and fax number of the firm.
 - b. Brief overview of your organization, including general information about your firm, including the size of the organization, location of offices, years in business, number and position titles of staff.
2. Provide an organization chart and resumes of lead and/or team lead responsible for the success of the engagement and staff that are expected to provide the services.
3. Specify the location of the individuals or team that would provide the services.
4. Provide a description of the services to be provided.

Tab 3: FORM A – Questionnaire

1. Provide answers to the questions found in Form A -Questionnaire, see pages 12 and 13.
2. The college realizes all firms may not be able to address all areas identified in this RFP and ask that they prepare their responses for the areas they are qualified to address.

Tab 4: Proposed Methodology

1. Provide a brief statement of qualifications/executive summary including an understanding of the college's intent and objectives and how your proposed plan will achieve those objectives.
2. Provide a work plan including timeline, milestones, and tasks that you or your firm are

proposing. Include a proposed methodology to secure input (including from the Board and college stakeholders), responsibilities for the college, you/your firm and key decision points.

Tab 5: Business Enterprise Program

1. FORM E – Waubonsee Community College Business Enterprise Program, Minorities, Females, Persons with Disability Participation and Utilization Plan
2. Waubonsee Community College encourages the participation of qualified minorities, females, and persons with disabilities owned businesses in public contracts and commits to the economic development of disadvantaged business enterprises and the award of contracts to businesses owned by minorities, females, and persons with disabilities for services to the extent provided by the Business Enterprise for Minorities, Females and Persons with Disabilities Act ("Act"), 30 ILCS 575.
3. This solicitation contains an aspirational goal of 20% to include businesses owned and controlled by minorities, females and persons with disabilities in the procurement and contracting/subcontracting processes.
4. Respondent must describe its plan for BEP participation and commitment to achieving meaningful technical and financial goals. Respondent must complete and submit the forms that are attached to this RFP to provide evidence of Respondent's proposed BEP participation in some aspect of the contract.

Tab 6: Cost Proposal / Professional Fees

Please provide a detailed, all-inclusive, not-to-exceed cost for proposed services including the proposed number of hours and proposed staffing. Provide hourly rates and rates for services not previously considered but may be required to complete these services.

Evaluation Criteria

All acceptable proposals will be evaluated by a Waubonsee Community College selection committee based upon the criteria listed in this RFP. Any decision of this committee is subject to the Board of Trustees' approval.

1. The college reserves the right to:
 - a. Accept or reject any or all proposals.
 - b. Select the proposal most responsive to the college's needs.
 - c. Award the contract to the firm who will best serve the interests of the college at the college's sole discretion.
 - d. Require a firm to submit any evidence of its qualifications as the college may deem necessary and to consider any evidence available such as financial, technical, and other capabilities, including performance experience with past and present users.
 - e. Request additional information or clarifications and to allow corrections of errors and omissions.
 - f. Waive minor irregularities or variations to specifications in the process.
 - g. Conduct any investigation of the qualifications of any firm that it deems appropriate.
2. A selection committee from the college will review all proposals and make a recommendation.

Some factors may include:

- a. Professional capacity to take on the work.
 - b. Proposed fee structure.
 - c. Ability to perform within time and budget constraints.
 - d. Evaluation of potential work plans.
 - e. Previous work experience and performance with similar institutions.
 - f. Recommendations by references.
 - g. Other pertinent information submitted.
3. The committee may elect to interview one (1) or more firms. Interviews may be conducted in person or by telephone/video conference call. If interviews are held, final adjustments in the evaluation scoring may be made following the interview.
 4. The college will not be liable for expenses incurred in attending this interview.
 5. At the college's discretion, the college may invite one (1) or more finalists for a second interview. The college will not be liable for expenses incurred in attending this interview.
 6. The college will conduct contract negotiations with the firm whose proposal is deemed 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 Proposal, the college has not committed itself to undertake the work set forth.
 7. In accordance with the requirements of the RFP, the college shall negotiate final terms, conditions, and fees with the successful Respondent(s). If terms and conditions cannot be agreed upon, the college reserves the right to terminate the award and begin negotiations with the next highest ranked Respondent.

Proposal Format and Submission

1. Waubonsee Community College's Purchasing Manager will receive proposals until **Monday, October 9, 2023, at 1:00 pm. Central.**
2. Each copy of the Response must be bound, tabbed, and organized, and shall include all information as stated in this document.
3. **Submit three (3) hard copies of the Response and one (1) USB drive** with a PDF version of the Response.
4. **Submission to be sent** in a sealed opaque envelope or box delivered to:
Waubonsee Community College
Attention: Theresa Larson, Purchasing Manager
Dickson Center, Room 228
4S783 State Route 47
Sugar Grove, Illinois 60554
5. Respondents mailing or shipping a Response should allow sufficient time for delivery to ensure timely arrival. Any proposal received after the closing date / time will be immediately disqualified.
6. Firms shall provide a straight-forward, concise description of your firm's capability to satisfy the requirements of this RFP and perform the work as described.

7. The Response should be concise, well organized, and demonstrate the Respondent's qualification. The Response may be no longer than 30 pages on 8 ½" x 11" paper, exclusive of the cover letter, tabs, exhibits, and pictures.

Forms begin on next page.

FORM A – Questionnaire

The college realizes all firms may not be able to address all areas identified in this RFP and ask that they prepare their responses for those areas they are qualified to address.

Questions Related to the Development of a Strategic Plan:

1. Provide an overview of your proposed planning process, including roles, responsibilities, timeline, and outcomes.
2. Have you worked with other higher education institutions and specifically community colleges? How would partnering with us be similar to, or different from other projects?
3. Do you have business partnerships with specialty consultants and manage subcontractors or is your team entirely internal?
4. Given Waubonsee's dedication to student success and community enrichment, how do you incorporate trend analysis and environmental scanning to help us craft a strategic plan that is forward-thinking, sustainable, and dynamic?
5. Waubonsee is deeply committed to its mission, vision, and values. Can you describe your approach to aligning the new strategic plan with Waubonsee's existing mission, vision, and values?
6. Waubonsee has a strong commitment to inclusivity and diversity. How would you ensure that these values are reflected and promoted during the strategic planning process?
7. Can you share examples of innovative strategies or frameworks that you have implemented in community colleges similar to Waubonsee to foster growth and innovation?
8. What change management model do you use? How do you see that model being integrated throughout this work?
9. What is your philosophy of stakeholder engagement? What ideas do you have to engage both internal and external stakeholders in this conversation?
10. When facilitating sessions, how do you balance the potentially competing needs of ensuring full participation, building consensus, and navigating conflicts?
11. How would you help us to determine the number of strategic initiatives to accomplish without taxing capacity limitations?
12. What do we, as organizational leaders in this partnership, need to commit to doing to be successful in our strategic planning process?
13. What are the most common challenges you've seen organizations like ours struggle with during the strategic planning process?

Questions Related to the Review and Evaluation of Current Processes for Improvement:

1. How will you assess the processes across a variety of different departments to identify gaps and opportunities for improvement?
2. Which process methodology do you use or recommend to your clients? Do you provide training in that methodology?
3. How do you deal with stakeholders who are resistant to change?
4. How do you define milestones and success as they relate to process improvement?
5. How do you engage stakeholders on processes that are cross-functional and impact students and/or employees?
6. What specific metrics and tools do you propose to use in evaluating the current processes at Waubonsee to identify areas for improvement?
7. Since this work will be done in conjunction with the development of a new strategic plan, how will you help us to align those processes?

8. Could you provide case studies of similar community colleges where you have facilitated streamlining processes and improving efficiency?
9. How would you assist Waubonsee in ensuring continuous improvement post-implementation, particularly in adapting to the rapidly evolving educational landscape?

Questions Related to Strategic Enrollment Management:

1. How would you approach the development of a strategic enrollment plan, or the revision of the existing plan, that harmonizes with Waubonsee's mission and goals?
2. What elements or components would you recommend be a part of a well-defined, competitive strategic enrollment plan?
3. Considering Waubonsee's dedication to student success, what strategies would you recommend for enhancing student retention and graduation rates, with a specific focus on our minoritized populations where we see significant gaps as compared to our White students?
4. What strategies would you recommend to enhance retention/graduation rates for adult students (age 25 and over), and part-time students? What measure or metrics might be employed to document progress toward improving those outcomes?
5. How would you integrate financial aid strategies into the enrollment management plan at Waubonsee to promote accessibility and affordability?
6. Could you provide examples where you have assisted institutions like Waubonsee in leveraging technology to enhance student outcomes?
7. Could you share examples of successful marketing and recruitment strategies implemented in community colleges similar to Waubonsee?

Questions Related to the Technology Master Plan:

1. Since this work will be done in conjunction with the development of a new strategic plan, how will you help us to be poised to develop a Technology Master Plan once the new strategic plan is complete?
2. How can the process analysis piece of this project align with technology planning in the future? Do you have examples of how you've done that work with other clients?
3. Given the pace of technological advancements, how do you plan to help the college identify a process for prioritizing technology investments that are sustainable and future-proof?
4. Cybersecurity and data privacy are vital in the current digital age. How would you approach these aspects in the development of a technology master plan for Waubonsee?
5. Most of our technical resources are already working at or over capacity. How would you assist us in developing and implementing reasonable metrics for success while also supporting efficiency and realistic workloads impacted by multiple projects?

Questions Related to the Campus Master Plan:

1. Since this work will be done in conjunction with the development of a new strategic plan, how will you help us to be poised to develop a Campus Master Plan once the new strategic plan is complete?
2. Waubonsee is known for its vibrant community and inclusive environment. How would you approach campus master planning in a way that fosters community engagement and inclusivity?
3. Can you share examples of how you have integrated technology and innovation into campus master planning in community colleges similar to Waubonsee?
4. Community input is vital for Waubonsee. How would you engage various stakeholders, including the local community, in the development of the campus master plan?
5. After the pandemic, hybrid work and learning has become a way of life for employees and students. How do you see campus spaces reflecting that shift while still supporting collaboration and engagement?

FORM B – Certifications

All Bidders are required to complete and sign this form.

Respondents are cautioned to carefully read these certifications prior to signing below. Signing this page shall constitute a warranty by the undersigned that all of the statements, certifications and information set forth within these certifications are true, complete and correct as of the date signed. The undersigned is notified that if the college learns that any of the following certifications were falsely made, any contract entered into with the undersigned shall be subject to termination.

1. Human Rights Act. To the extent required by law, Contractor shall abide by the Illinois Human Rights Act, 775 ILCS 10/0.01 et seq.
2. Drug Free Workplace. To the extent required by law, Contractor shall abide with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 et seq.
3. Sexual Harassment Policy. Contractor represents by the signing of this agreement that it has a written sexual harassment policy that is in accordance with 775 ILCS 5/2-105 (A) (4).
4. Non-debarment. By executing this agreement Contractor certifies that it has not been barred from public contracts in the State of Illinois for violating either 33E-3 or 33E-4 of the Public Contracts Act, 720 ILCS 5/33E-1 et seq.
5. Fair Employment Practice: Company is in compliance with all State and Federal laws regarding Fair Employment Practice as well as all rules and regulations.

Authorized Official Signature

Date

FORM C – Conflict of Interest Disclosure and Non-Collusion Statement Form

Conflict of Interest Disclosure

Waubonsee Community College (Waubonsee) 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 regard to this Bid with any employee of Waubonsee during the pre-award period, except as noted in the solicitation, is strictly forbidden and is considered sufficient grounds for dismissal from the IFB/RFP process.

Define the relationship with any Waubonsee 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.

Bidder 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 affirms that he/she is duly authorized to execute this contract and that this company, corporation, firm, partnership or individual has not prepared this Bid in collusion with any other Bidder, and that the contents of this Bid as to prices, terms or conditions of said Bid 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 Bid.

The undersigned further affirms that this Bid 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

FORM D – References for Work Performed

Company or Organization:				
Street Address:				
City:		State		Zip Code
Contact Name:				
Contact Phone:				
Contact Email:				

Company or Organization:				
Street Address:				
City:		State		Zip Code
Contact Name:				
Contact Phone:				
Contact Email:				

Company or Organization:				
Street Address:				
City:		State		Zip Code
Contact Name:				
Contact Phone:				
Contact Email:				

Use additional pages as necessary.

WAUBONSEE COMMUNITY COLLEGE

FORM E: 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, 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 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 (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 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.

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.)*

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

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 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.

