

REQUEST FOR PROPOSAL

Tree Maintenance Services

RFP #04-24-001

Due by 2:00 p.m. on April 24, 2024

RFP CONTENTS

Section 1	Statement of Work	Page	1
Section 2	Current Conditions	Page	1
Section 3	Schedule	Page	1
Section 4	Scope of Work	Page	2
Section 5	General Requirements	Page	3
Section 6	Evaluation	Page	6
Section 7	Proposal Requirements/Format	Page	6
Appendix A	Insurance and Indemnity	Page	8
All Forms (to be returned with proposal)		Pages	9-22

The Request for Proposal (RFP) schedule can be found on page 1. The RFP documents and addenda may be downloaded from the Purchasing webpage at: <https://www.waubonsee.edu/local-businesses-employers-and-vendors/bidrfprfi-opportunities>.

1 Statement of Work

- 1.1 Waubonsee Community College has issued a request for proposal (RFP) for tree maintenance services at all four campuses from qualified firms (also referred to as Contractor, Respondent, Company, and Vendor). The college intends to contract for three years with the option to renew for two additional one-year periods.

2 Current Conditions

- 2.1 Waubonsee Community College is located forty-five miles west of Chicago, Illinois, and has served more than 350,000 students since its inception. 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.
- 2.2 In December of 2023, Waubonsee Community College achieved national recognition as a Tree Campus Higher Education institution for the 13th consecutive year. Tree Campus Higher Education is a program established in 2008 by the Arbor Day Foundation that honors colleges and universities for promoting healthy trees and engaging students and staff in the spirit of conservation.
- 2.3 To obtain this distinction, Waubonsee Community College met the five core standards for effective campus forest management, including the establishment of a tree advisory committee, evidence of a campus tree care plan, dedicated annual expenditures for its campus tree program, an Arbor Day observance, and the sponsorship of student service-learning projects.
- 2.4 The college is committed to promoting sustainability and improving the environment. Receiving the Tree Campus Higher Education recognition is evidence of this commitment.

3 Schedule

- 3.1 **Contract** - The contract dates will be June 1, 2024 through May 31, 2027. Two optional additional one-year periods.
- 3.2 Purchase order(s) will be issued to the awarded Contractor for each scheduled job. No work can begin prior to award of orders and the college has received certificates of insurance.
- 3.3 **RFP Proposal Schedule** -

EVENT	DATE
Release RFP	April 3, 2024
Last Day to Submit Questions	April 17, 2024
Last Addendum issued	April 19, 2024
RFP Submittal Deadline	April 24, 2024, by 2:00 p.m.
Board Approval	May 15, 2024
Begin services	June 1, 2024

4 Scope of Work

- 4.1 The contract dates will be June 1, 2024 through May 31, 2027
- 4.2 **Annual Expenditure** - The college has an average annual expenditure for tree maintenance of \$100,000. This estimate however should not be construed to be a minimum or maximum dollar amount spend for the current or future fiscal years.
 - 4.2.1 Waubonsee Community College does not guarantee the dollar amount or how many times this contract may be utilized during the life of the contract.
- 4.3 **Services** - The Contractor shall furnish all labor, tools, equipment, materials, and supervision necessary to perform pruning, removal of trees, stump grinding and application of plant health products and shall be responsible for the efficient, effective, economical services on an as needed, as called basis. Included with this would be the watering, clean up and disposal and/or recycling of generated green waste along with other certified tree arborist services.
 - 4.3.1 Contractor will perform scheduled and emergency tree maintenance for all campus locations. It is the Contractor's responsibility provide adequate personnel and equipment to permit the timely completion of each project.
 - 4.3.2 Rapid response is required for emergency situations. All emergency services must be approved in writing by the Building and Grounds Manager prior to any work commencing. Emergency tree care response must be prompt and must commence within **thirty-six (36) hours** of request by the college.
 - 4.3.3 Contractor shall comply with and perform all tree maintenance services in accordance with all applicable federal, state, and local laws, rules, regulations, ordinances, codes, and manufacturer's instructions and shall obtain any licenses or permits required.
 - 4.3.4 Contractor must meet the requirements of the American National Standards, Z133-1-2006, entitled "Safety Requirements for Arboricultural Operation."
 - 4.3.5 Structural pruning, crown raising, and crown cleaning must be in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices), the ANSI A300.
 - 4.3.6 Contractor shall provide estimates for work when requested. If Waubonsee deems such quote to be unreasonable, the college reserves the right to request quotes from other Contractors for such service. All work, repairs, services, and installations must have a scope of work. The scope of work must be itemized in the quote to Waubonsee.
 - 4.3.7 Contractor will provide college with MSDS sheets.
 - 4.3.8 **It is the Contractor's responsibility to examine the site and field verify conditions under which the work is to be done. No allowance will be made for extra expense on the account of error.**
- 4.4 **Independent Contractor** - The Contractor shall be an independent Contractor and in providing services hereunder shall not be deemed to be the agent of the college. All persons performing work hereunder for the Contractor shall be employees of the Contractor and not the college. All services provided hereunder shall be the sole responsibility of the Contractor and shall be performed by the Contractor under the exclusive direction, supervision, and control of the Contractor. The Contractor shall be fully responsible to the College for the acts and omissions of

persons directly and/or indirectly employed by the Contractor.

- 4.5 **Invoices** - All invoices must include detailed billing. No additional surcharges for tools and equipment required to perform services will be accepted. Waubonsee reserves the right to independently purchase and/or provide all parts, material, supplies, or equipment required to complete any service or repair work.
 - 4.5.1 The college will not pay for any trip charges and/or service charges.
 - 4.5.2 Invoices are paid monthly for work completed or as negotiated in the executed contract.
 - 4.5.3 The college's payment terms are net 30 days.

- 4.6 **Insurance** - The Vendor shall comply with the attached "Insurance and Indemnity Requirements" as part of this contract (Appendix A). Proof of said coverage must be submitted to the college prior to commencing operations.
- 4.7 **Cleaning and Waste Disposal**
 - 4.7.1 Contractor shall be responsible for all cleaning required for work under the Contractor's jurisdiction as well as for keeping all work areas, passageways, ramps, stairs, and all other areas of the premises free of accumulation of surplus materials, rubbish, debris, and scrap which may be caused by the Contractor's operations.
 - 4.7.2 Remove rubbish, debris, and scrap promptly upon its accumulation and in no event later than the end of each workday. Waste materials, including hazardous materials removed from the site shall be managed by the contractor and disposed of in accordance with all applicable laws, regulations, codes, rules, and standards.
 - 4.7.3 No burning of rubbish or debris will be allowed at the site.
 - 4.7.4 Spillages of oil, grease or other liquids which could cause a slippery or otherwise hazardous situation or stain a finished surface shall be cleaned up immediately.
 - 4.7.5 If rubbish and debris is not removed, or if surfaces are not cleaned as specified above, WCC reserves the right to have said work done by others and the related cost(s) will be deducted from monies due the Contractor.

- 4.8 **Damage to Public and/or Private Property**
 - 4.8.1 Extreme care shall be taken by Contractor to safeguard all existing facilities, site amenities, utilities, irrigation systems, windows, and vehicles on or around the job site. Damage done to public and/or private property by the Contractor, shall be the responsibility of the Contractor and shall be repaired and/or replaced by Contractor at no additional cost to the College.
 - 4.8.2 The Contractor shall use all means to protect existing objects, structures, and vegetation. In the event of damage, the Contractor shall immediately make all repairs, , to the approval of the College, at no additional cost to the College.

5 General Requirements

- 5.1 **Experience** - Firms involved in providing services under this project require a minimum of five years' experience.
- 5.2 **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.

- 5.3 **RFP is not binding on WCC** - This RFP is not a binding offer by WCC and acceptance of the terms of this RFP by any Respondent shall not create a binding contract with WCC. WCC 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.
- 5.4 **Award** - The college reserves the right to award this project to one vendor or split the award based on the best interests of the college. 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. Late proposals will be rejected.
 - 5.4.1 The college will conduct contract negotiations with the firm or firms 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.
 - 5.4.2 Purchase order(s) will be issued to the awarded Contractor for each scheduled job. No work can begin prior to award of orders and the college has received certificates of insurance.
- 5.5 **Blackout Period** - Respondents may not contact any college employee directly to discuss this RFP. All correspondence or questions concerning the RFP should be addressed by email to **Theresa Larson, Purchasing Manager, purchasing@waubonsee.edu**. All questions will be responded to by addendum and the addendum will be posted to the college's Bid webpage.
- 5.6 Proposals may be withdrawn by written request from Respondent prior to the date and time established for the opening.
- 5.7 All proposals must be signed by a duly authorized representative of the firm; all unsigned proposals may be rejected.
- 5.8 All proposal prices must be good for a period of ninety (90) days from the date of opening.
- 5.9 The price proposed is the full purchase price, including all materials and labor, service costs, delivery to destination, rigging expenses, balancing provisions no matter what the cause for imbalance, and includes all transportation and handling charges, premiums on bonds, patent royalties and all other overhead charges of every kind and nature. Unless otherwise specified, prices shall remain firm for the contract period. List all costs individually on a separate sheet.
- 5.10 Proposals shall be prepared simply and economically, providing a straightforward description of the respondent's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content, including all attachments and work samples.
- 5.11 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.

5.12 Waubonsee belongs to the following consortiums and Group Purchasing Organizations: E&I (Educational and Institutional Cooperative Purchasing); Sourcewell; OMNIA; Midwest Higher Education Compact Consortium, and the Illinois Public Higher Education Cooperative. If you have pricing agreements with any of these organizations, pricing should minimally reflect these discounts. The college expects to be provided with the best available pricing.

5.13 All work for this contract is to be performed by the selected firm's own staff. Subcontracting any portion of this project will not be allowed without written authorization from the college.

5.14 **Business Enterprise Program (BEP): Business Enterprise Program Participation and Utilization Plan**

Waubonsee Community College will make every effort to use and/or contract with small, minority-owned, and/or women-owned businesses in the procurement process. This solicitation contains a goal to include businesses owned and controlled by minorities, females, and persons with disabilities in the college's procurement and contracting processes in accordance with the State of Illinois' Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575). Because these goals vary by business ownership status and category of procurement, we urge interested businesses to visit the State of Illinois Commission on Equity and Inclusion (CEI), Business Enterprise Program (BEP) web site to obtain additional details. To qualify, prime vendors or subcontractors must be certified as BEP vendors prior to contract award. Go to <https://cei.illinois.gov/business-enterprise-program/get-certified.html> for complete requirements for BEP certification. For applicable projects, vendors may be asked to submit a utilization plan and letter of intent that meets or exceeds the identified goal. If a vendor cannot meet the goal, documentation, and explanation of good faith efforts to meet the specified goal may be required within the utilization plan.

5.15 **Confidentiality & Proposal Ownership** - All proposals to the RFP will become the property of Waubonsee Community College and will not be returned.

5.15.1 Public Records Act: 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 bid or proposal submittals, agreement documents, contract work product, or other information submitted by a vendor to the college.

5.15.2 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:

- A written notification specifically outlining and identifying such information.
- A statement that disclosure of such information will cause competitive harm to the Respondent.

5.15.3 Any content not so marked by the Respondent at the time of submittal will be presumed to be open to public inspection.

6 Evaluation Process

6.1 The college will select the proposal most responsive to the college's needs and award the

contract to the firm who will best serve the interests of the college at the college's sole discretion.

- 6.2 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, and financials.
- Request additional information or clarifications and to allow corrections of errors and omissions.
 - Waive minor irregularities or variations to specifications in the process.
 - Conduct any investigation of the qualifications of any firm that it deems appropriate.
- 6.3 A selection committee consisting of the staff from the college will review all proposals and make a final determination. Determination factors may include:
- Completeness of the proposal.
 - Professional capacity to take on the work.
 - Ability to perform within time and budget constraints.
 - Services and Equipment.
 - Approach, Work Plan.
 - Previous work experience and performance with similar institutions.
 - Proposed costs and fee structure.
 - Recommendations by references.
 - Other pertinent information submitted.
- 6.4 The college may invite one or more finalists to have key personnel who would be engaged in the provision of the services meet and/or discuss the proposal. The college will not be liable for expenses incurred in attending this interview.
- 6.5 At the college's discretion, the college may invite one or more finalists for a second interview. The college will not be liable for expenses incurred in attending this interview.

7 Proposal Requirements and Format

7.1 Proposal Requirements

- 7.1.1 Responses must be received by the college no later than the due date and time except as revised by addenda.
- 7.1.2 All required forms may be found at the end of this RFP.
- 7.1.3 The college will only accept an electronically submitted responses. Proposal to be submitted in Adobe PDF format and emailed to Purchasing@Waubonsee.edu. Title the email as follows: **Tree Maintenance Services RFP – INSERT YOUR COMPANY NAME.**
- 7.1.4 Any risks associated with an electronic submittal are borne by the Proposer.
- 7.1.5 Waubonsee's e-mail system will typically allow documents up to 20 Megabytes.

7.2 Proposal Format

- 7.2.1 Firms shall provide a straight-forward, concise description of your firm's capability to satisfy the requirements of this RFP and perform the work described in this RFP.
- 7.2.2 Prepare your responses 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.

7.3 Proposal Information and Forms to be Included.

7.3.1 Submit Authorization form.

7.3.2 Submit Hourly Rates and Unit Pricing Form

7.3.3 Submit Certification form.

7.3.4 Submit Conflict of Interest and Non-collusion form.

7.3.5 Submit State of Illinois Business Enterprise Participation and Utilization form.

7.3.6 Firm Information – Provide a brief description of your firm, including but not limited to the following:

- Number of employees and length of service for the following:
 - Certified Arborists
 - Tree Crew Leader
 - General Tree Care Worker
 - Grounds Person
 - Plant Healthcare Specialist
 - Years in Business
 - Number of Employees
 - Own Equipment
 - Professional Organizations

7.3.7 Key management and personnel to be assigned to this account. Provide appropriate background information for each such person and identify his or her responsibilities.

7.3.8 Statement of whether there are any ongoing, pending, or potential legal actions against the firm.

7.3.9 Provide a minimum of three (3) education client references for similar services performed, preferably services performed for community colleges or other educational institutions.

Appendix A – Insurance and Indemnity Requirements

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

PROPERTY INSURANCE: It is agreed that the Contractor shall purchase and maintain property insurance for its material left at the job site. Contractor waives all rights of subrogation against Owner for loss of, or damage to, Contractor's work, tools, machinery, equipment, materials, or supplies

TO BE RETURNED WITH PROPOSAL

AUTHORIZATION FORM

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

Telephone Number Email Address

Authorized Official Signature Date

Official Print Name Title

Contact Name, phone, and email of individual authorized to discuss RFP submittal if different from above.

Acknowledgement of Addenda (if any)

I acknowledge having received addenda # _____.

HOURLY RATES AND UNIT PRICING

Type	Number on Permanent Employ	Hourly Rate	
ISA Certified Arborists		\$	
ISA Certified Utility Arborists		\$	
ISA Certified Tree Workers		\$	
Tree Inventory Data Collection Specialist		\$	
Technical Support for Inventory Software		\$	
Size	Service	Service	Service
DBH	Tree Removal	Tree Pruning	Stump Removal/Site Restoration
0"-6"	\$	\$	\$
7"-12"	\$	\$	\$
13"-18"	\$	\$	\$
19"-24"	\$	\$	\$
25"-30"	\$	\$	\$
31"-36"	\$	\$	\$
37" OR >	\$	\$	\$
Emergency Response Which Includes - Crew Lead, (2) Workers, (1) Chip Truck/Aerial Rig, Chipper <i>(Cost per Hour)</i>	\$	\$	\$
Cost percentage increase for additional Year 2 and Year 3		Year 2	Year 3
		%	
Tree Inventory Software			
Initial Fees	\$		
Annual Recurring Fees	\$		

CERTIFICATIONS

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

Respondents are cautioned to carefully read these certifications prior to signing below. Signing this page shall constitute a warranty by the undersigned that all 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 with the undersigned shall be subject to termination.

1. Prevailing Wage Act. To the extent required by law, Contractor shall not pay less than the prevailing wage as established pursuant to an Act Regulating the Wages of Laborers, Mechanics, and Other Workman employed under Contract for Public Workers 820 ILCS 130/1 et seq. Our company certifies that it is eligible for bidding on public contracts and has complied with section 11a of the Prevailing Wage Act, 820 ILCS 130.01-12.
2. 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.
3. 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.
4. 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).
5. 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.
6. Fair Employment Practice: Company follows all State and Federal laws regarding Fair Employment Practice as well as all rules and regulations.
7. Our company has an Equal Employment Opportunity and Affirmative Action Program which complies with Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and the Rehabilitation Act of 1973.
8. Our company certifies that it is eligible for bidding on public contracts and is not in violation of either paragraph 33E-3 or 33-E-4 of Public Act 86-150, 720ICLS 5 with regards to bid rigging/bid rotating.

Authorized Signatory: _____ *Date:* _____

CONFLICT OF INTEREST DISCLOSURE AND NON-COLLUSION FORM

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

Conflict of Interest Disclosure

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

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

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

Non-Collusion Statement

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

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

Firm Name: _____

By: _____
(Authorized Signatory)

Title

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

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minorities (MBE), female (FBE, also referred to as WBE), or persons with disabilities (DBE) (collectively, BEP certified vendor(s)). 30 ILCS 575.

Contract Goal to be Achieved by Vendor: This solicitation includes a specific **BEP** participation goal of 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 BEP 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 based on race, color, national origin, sexual orientation, or sex in the performance of this contract. Failure by Vendor to conduct 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 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 if 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 fulfills its responsibilities by 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 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 amend its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the College.** Unauthorized changes or substitutions, including performing the work designated for a BEP certified vendor with Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be caused to terminate the contract, and/or seek other contract remedies or sanctions.
 - 7.3. If it becomes necessary to substitute a BEP certified vendor or otherwise change the Utilization Plan, Vendor must notify the College in writing of the request to substitute a BEP certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The College will approve or deny a request for substitution or other change in the Utilization Plan within five business days of receipt of the request.
 - 7.4. Where Vendor has established the basis for the substitution to the College's satisfaction, it must make good faith efforts to meet the contract goal by substituting a BEP certified vendor. Documentation of a replacement BEP certified vendor, or of good faith efforts to replace the BEP certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non- BEP certified vendor or Vendor may perform the work.
 - 7.5. If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the College to modify the Utilization Plan and must make good faith efforts to ensure that BEP certified vendors have a fair opportunity to submit a bid or offer on the new scope of work.
 - 7.6. A new BEP certified vendor agreement must be executed and submitted to the College within five business days of Vendor's receipt of the College's approval for the substitution or other change.
 - 7.7. Vendor shall maintain a record of all relevant data with respect to the utilization of BEP

certified vendors, including but without limitation, payroll records, invoices, canceled 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 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>

TO BE RETURNED WITH PROPOSAL

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 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, 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.

TO BE RETURNED WITH PROPOSAL

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.

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

END OF DOCUMENT