

REQUEST FOR PROPOSAL**Construction Manager Services for the Business and Social Sciences Center (Buildings I & J)****Specification & Contract Number Q01119**

Pre-Proposal Meeting: July 11, 2023, at 3:00 p.m. Central Time in Building W, Room W-218
Harper College, 1200 W. Algonquin Road, Palatine, IL 60067

**Deadline for any questions
Regarding this project:** July 12, 2023, 4:00 p.m. Central Time

Proposal Deadline July 28, 2023, at 2:00 p.m. Central Time

Number of Copies: Submit (2) Hard Copies of Proposals
One marked "**Original**"
One additional copy the Proposal & Pricing on a flash drive
(2) Copies of the Pricing (Separate Sealed & Marked Envelope)

**PLEASE MARK THE
RETURN ENVELOPES:**

1. Construction Manager Services for the Business & Social Sciences Center (Buildings I & J)
2. July 28, 2023, at 2:00 p.m. Central Time
3. Q01119

RETURN PROPOSALS TO: William Rainey Harper College
Purchasing Department
Building "A", Room A217
1200 W. Algonquin Road
Palatine, IL 60067

ISSUED BY: *Jewell Jackson*
Manager of Purchasing

PROPSALS SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED

LEGAL NOTICE

Harper College will accept Proposals for **Construction Manager Services for the Business and Social Sciences Center (Buildings I & J), Specification and Contract Number Q01119**, until 2:00 p.m. Central Time on **July 28, 2023**.

Proposals shall be submitted to: William Rainey Harper College
Purchasing Department
Building 'A', Room A217
1200 W. Algonquin Road
Palatine, IL 60067-7398

Interested parties may contact the Purchasing Department for the Request for Proposals documents.

A non-mandatory pre-submission meeting for any questions regarding this project will be conducted on July 11, 2023, at 3:00 p.m. Central Time in Building W, Room W-218 at Harper College, 1200 W. Algonquin Road, Palatine, Illinois 60067. Questions should be addressed to Jewell Jackson at purchasing@harpercollege.edu. The last day to submit questions is July 12, 2023, at 4:00 p.m. Central Time. Questions received after this time may not receive a written response.

Offers may not be withdrawn for a period of 90 days after closing date without the consent of the Board of Trustees.

Any responses submitted unsealed, unsigned, fax transmissions or received after the deadline to submit proposals, may be disqualified, and returned to the submitter.

Bidders shall comply with Business Enterprise Program: Participation and Utilization Plan developed by Harper College. There is a 30 percent aspirational goal on the contract.

Harper College reserves the right to reject all Proposals or parts thereof, to waive any irregularities or informalities in the Request for Proposals (RFP) procedures and to award the contract in a manner best serving the interest of the College.

Jewell Jackson
Manager of Purchasing

REQUEST FOR PROPOSALS (RFP)

GENERAL PROCESSING AND SELECTION PROCEDURES

The following procedures are generally used in the selection of vendors to provide professional services:

1. The Evaluation Committee is formed to evaluate the RFP responses.
2. The committee prepares a project description, criteria for selection and requirements for the specific contract. A Request for Proposals package is e-mailed to interested parties and a legal notice of the intent to contract for services is published.
3. The committee receives written RFP responses. The RFP responses should include a resume of the firm, references from past and present clients, similar experience, the names and background of project personnel, a narrative or work plan describing their approach to the specific project, a project task schedule (as applicable), and any other submittals requested within the document.
4. The committee reviews and evaluates the RFPs based on the established selection criteria and a comparison of all RFP responses submitted. If necessary, the committee may request a meeting with one or more Respondents to clarify and/or expand on the response. In accordance with the requirements of the RFPs, the College may negotiate terms, conditions and fees with the successful Respondent.
5. The committee selects the RFP response which, based on the ability to meet the criteria, appears to be the most advantageous selection for the College, and subsequently recommends contract award to the Executive Vice President.
6. Harper College reserves the right to reject all Proposals or parts thereof, to waive any irregularities or informalities in the Request for Proposals (RFP) procedures and to award the contract in a manner best serving the interest of the College.
7. The contract is presented for approval to the College Board of Trustees.

GENERAL INFORMATION

REQUEST FOR PROPOSALS (RFPs)

A. REQUEST FOR PROPOSALS

A.01 General:

A.01.1 Definition:

Request for Proposals (RFP) is a method of procurement permitting discussions with responsible Respondents and revisions to responses prior to award of a contract. Proposals will be opened and evaluated in private. Award will be based on the criteria set forth herein.

A.01.2 Familiarity with Conditions:

Respondents are advised to become familiar with all conditions, instructions and specifications governing this RFP. Once the award has been made, failure to have read all the conditions, instructions and specifications of this Request for Proposals, and any subsequent contract, shall not be cause to alter the original contract or request additional compensation.

A.02 Discussion of Proposals:

A.02.1 All Respondents are advised that in the event of receipt of an adequate number of RFPs, which in the opinion of the Selection Committee requires no clarification and/or supplementary information, such RFP responses may be evaluated without discussion. Hence, Proposals should be initially submitted on the most complete and favorable terms which Respondents are capable of offering to the College.

A.02.2 The Selection Committee may conduct discussions with any Respondent who submits acceptable or potentially acceptable Proposals. Respondents shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of responses. During the course of such discussions, the Selection Committee shall not disclose any information derived from one Qualification response to any other Respondent. The Selection Committee reserves the right to request the Respondent to provide additional information during this process. Neither the Selection Committee nor any other member of Harper's staff will conduct debriefings regarding the RFP process.

A.02.3 During discussions, the Respondent shall be prepared to cover the following topics:

A.02.3.1 The specific services to be provided;

A.02.3.2 Proposals of the Respondent, including work on similar projects, experience of personnel, etc;

A.02.3.3 The working relationship to be established between the College and the Respondent, including, but not limited to, what each party should expect from the other.

A.03 Negotiations:

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

- A.04 Notice of Unacceptable Responses:
When the Selection Committee determines a firm's RFP response to be unacceptable, such Respondent shall not be afforded an additional opportunity to supplement its RFP Response.
- A.05 Confidentiality:
The Purchasing Department shall examine the Proposals to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the contract, all responses, documents, and materials submitted by the Respondent pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Purchasing Department. All data, documentation and innovations developed as a result of these contractual services shall become the property of the College. Based upon the public nature of these RFP's, a Respondent must inform the College, in writing, of the exact materials in the offer which cannot be made a part of the public record in accordance with the Illinois Freedom of Information Act.
- A.06 Proposed Timeline:
- | | |
|--|-------------------------|
| RFP Issued..... | June 29, 2023 |
| Pre-Proposal Meeting..... | July 11, 2023 |
| Last Day to submit questions for a response..... | July 12, 2023 |
| Final Addendum Issued..... | July 17, 2023 |
| RFP Deadline | July 28, 2023 |
| Oral interviews..... | week of August 14, 2023 |
| Approval by Harper College Board of Trustees | October, 2023 |

B. TERMS AND CONDITIONS

- B.01 Authority:
This Request for Proposals is issued pursuant to applicable provisions of Harper College's Purchasing Policy.
- B.02 Errors in Proposals:
Respondents are cautioned to verify their RFP response prior to submission. Negligence on the part of the Respondent in preparing the RFP response confers no right for withdrawal or modification of the RFP response.
- B.03 Reserved Rights:
Harper College reserves the right at any time and for any reason to cancel this Request for Proposals process or any portion thereof, to reject any or all submittals, or to accept alternate submittals. The College reserves the right to waive any immaterial defect in any RFP response. Unless otherwise specified by the Respondent, the College has Ninety (90) days to accept. The College may seek clarification from a Respondent at any time and failure to respond promptly is cause for rejection. The College may require submission of best and final offers.
- B.04 Incurred Costs:
Harper College will not be liable in any way for any costs incurred by Respondents in replying to this RFP.
- B.05 Award:
Award shall be made by the Harper College Board of Trustees to the responsible Respondent whose Proposals are determined to be the most advantageous to the College,

taking into consideration price and the evaluation criteria set forth herein. Harper College reserves the right to accept the RFP response as a whole or for any component thereof if it appears to be in the best interest of the College.

B.06 Evaluation Considerations:

Evaluation Criteria are shown below. The Selection Committee shall consider the following when judging the ability of Respondents to meet the requirements of this Request for Proposals.

B.06.1 Compliance with Request for Proposals [Mandatory]. This refers to the adherence to all conditions and requirements of the Request for Proposals.

B.06.2 Quality of Response.

B.06.2.1 Clearly demonstrated understanding of the work to be performed.

B.06.2.2 Completeness and reasonableness of the Respondent's plan/Proposals for accomplishing the tasks.

B.06.2.3 Level of creativity demonstrated by the Respondent's proposed methodologies for meeting the requirements of this Request for Proposals.

B.06.3 Services to be Provided. This refers to the exact type and nature of the Respondent's proposed services and how they accomplish the objectives of the project, as well as the ability to rapidly respond to the College's needs, as defined in the Evaluation Criteria set forth herein.

B.06.4 Schedule. This refers to the Respondent's proposed delivery schedule. The schedule shall be a critical element of this contract.

B.06.5 Proposals of the Consultant. Respondent's capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, and reliability which will assure good faith performance, as well as satisfactory reference verification. These criteria includes:

B.06.5.1 The experience of the firm and its record on engagements of a similar nature, including the ability to serve in a similar capacity for other Colleges or organizations.

B.06.5.2 Personnel to be assigned to the project, and their education, capabilities, qualifications and experience with similar projects; and

B.06.5.3 Other areas addressed in the *Statement of Work* herein.

B.06.6 Costs (Price). This refers to the proposed contract fee. (Please note that price is only one factor for consideration of award). **Pricing will be submitted within a separate sealed envelope so marked.**

B.06.7 Acceptability of Proposals:

The Offer shall be evaluated solely in accordance with the criteria set forth herein. The Proposals shall be categorized as follows:

- A. Acceptable;
- B. Potentially Acceptable; that is reasonably susceptible of being made acceptable; or
- C. Unacceptable.

B.07 Budget:

B.07.1 When requested, Respondent shall propose a not-to-exceed amount for complete execution of this project as detailed in the Specifications or Statement of Work herein.

B.07.2 If proposing costs which may include alternate programs or services not covered in the base bid pricing, the Respondent, when offering such alternative services must provide a detailed explanation of additional optional services to be offered.

B.08 Contract Period:

As required in the specifications shown herein.

B.09 Taxes:

The College is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, Federal Excise Tax, and Municipal Retailer's Occupation Tax. (Tax Exemption I.D.# E9997-8571-06)

B.10 Hold Harmless Clause:

The Respondent agrees to indemnify, save harmless and defend Harper College, its agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the negligent conduct of Harper College, its agents, servants, or employees or any other person indemnified hereunder.

B.11 Insurance Requirements:

Respondents shall maintain for the duration of this contract and any extensions thereof insurance issued by a company or companies qualified to do business in the State of Illinois, as enumerated in Harper College's insurance requirements. **Please state your professional liability coverage if applicable.**

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

MINIMUM INSURANCE REQUIREMENTS:

General Liability	General Aggregate	\$2,000,000
	Products-Comp/Op Agg	2,000,000
	Personal Injury	1,000,000
	Each Occurrence	1,000,000
Excess Liability	Each Occurrence	1,000,000
	Aggregate	1,000,000
Automobile Liability	Bodily injury (each acc)	1,000,000
	Property damage (each acc)	1,000,000
Worker's Compensation	Statutory Limits	
	Each accident	500,000
	Disease-Policy limit	500,000
	Disease-Each employee	500,000

Contractor shall cause each subcontractor employed by contractor to purchase and maintain insurance of the type specified above. When requested by the College, contractor shall furnish copies of certificates of insurance evidencing coverage for each subcontractor. William Rainey Harper College shall be named as an additional insured.

- B.12 Meetings:
Respondent may be required to meet with various College and outside officials as required, throughout the project.
- B.13 Equal Employment Opportunity:
Respondent shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended, and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Respondent shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. Furthermore, the Respondent shall comply with Public Act 98-107 which requires nearly any party that contracts with a community college to post employment of vacancies with the state's job board IllinoisJobLink.com. Additionally, the Respondent shall comply with the Harper College Fair Employment Ordinance.
- B.14 Responsibility & Default:
- B.14.1 The awarded Respondent shall be required to assume responsibility for all items listed in this Request for Proposals. The successful Respondent shall be considered the sole point of contact for purposes of this contract.
- B.14.2 Time is of the essence and shall be considered in awarding this contract. If delivery of acceptable items or rendering of services is not completed by the time promised, the College reserves the right, without liability, in addition to its other rights and remedies, to terminate the contract by written notice effective when received by the Respondent, as to stated items not yet shipped or services not yet rendered and to purchase substitute items or services elsewhere in such a manner as the Purchasing Department may deem appropriate, and charge the Respondent with any or all losses incurred. The College shall be entitled to recover its attorney's fees and expenses in any successful action by the College to enforce this contract.

- B.15 Payments:
B.15.1 The Respondent shall furnish the College with itemized invoices as required as determined through negotiations with the Selection Committee.
- B.15.2 All payments to be made in accordance with applicable provisions of the "Local Government Prompt Payment Act." 50 ILCS 505/1, *et seq.*
- B.16 Consultant Responsibilities:
The selected Respondent will be required to assume responsibility for all services offered in this Request for Proposals. The College will consider the selected Respondent to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. Sub-contracts will be permitted only upon specific, written permission of the College.
- B.17 Interpretation or Correction of Request for Proposals:
B.17.1 Respondents shall promptly notify the Purchasing Department of any ambiguity, inconsistency or error, which they may discover upon examination of the Request for Proposals. Requests for interpretation of specifications may be made in writing, and directed to the Purchasing Department. All such requests must be delivered in a timely fashion.
- B.17.2 Interpretations, corrections and changes to the Request for Proposals will be made by addendum. Interpretations, corrections, or changes made in any other manner will not be binding.
- B.18 Law Governing:
Any contract resulting from this RFP shall be governed by and construed according to the laws of the State of Illinois, without regard to conflict of law principles.
- B.19 Compliance with Laws:
The Respondent shall at all times observe and comply with all laws, ordinances and regulations of the federal, state, local and College policy, which may in any manner affect the contract.
- B.20 Termination for Lack of Funding:
The College reserves the right to terminate the whole or any part of this contract, upon written notice to the Respondent in the event that sufficient funds to complete the contract are not appropriated by the Harper Board of Trustees; provided that in the event of such termination, the Respondent shall be paid promptly for all services rendered by the Respondent through the effective date of termination.
- B.21 Addenda:
B.21.1 Addenda are written instruments issued by the Purchasing Department prior to the date of receipt of Proposals, which modify or interpret the RFP by addition, deletions, clarifications or corrections.
- B.21.2 Prior to the receipt of Proposals, addenda shall be distributed to all who are known to have received a complete RFP if required.
- B.21.3 After receipt of Proposals, addenda shall be distributed only to applicants who submitted Proposals and those Respondents shall be permitted to submit new or amended Proposals as detailed within the addenda.

B.21.4 Each Respondent shall ascertain, prior to submitting a Proposal that all addenda issued have been received and, by submission of a Proposal, such act shall be taken to mean that such Respondent has received all addenda and that the Respondent is familiar with the terms thereof and understands fully the contents of the addenda.

B.21.5 Respondents shall acknowledge receipt and understanding of the addenda in their response.

B.22 Regulatory Compliance:

When applicable Respondent represents and warrants that the goods and services furnished hereunder (including all labels, packages and container for said goods) comply with all applicable standards, rules, and regulations as applicable including the Occupational Safety and Health Act as amended with respect to design, construction, manufacture or use for their intended purpose of said goods or services. Respondent shall furnish applicable "Material Safety Data Sheets" in compliance with the Illinois Toxic Substances Disclosure Act and shall otherwise comply with the requirements of said act for materials and supplies covered by the act.

B.23 Guarantees and Warranties:

All guarantees and warranties required shall be furnished by the Respondent and shall be delivered to the Purchasing Department before final voucher on the contract is issued.

B.24 Right to Protest

Any bidder wishing to file a protest regarding the RFP process may do so by giving written notice to the Manager of Purchasing within seven calendar days of the closing time and date. This notice should include the title of the requirement, the closing date, and the nature of the protest. Any disputes concerning a question of fact under this RFP which is not disposed of by agreement shall be decided by the College. The decision of the College for the determination of such appeals shall be final and conclusive.

B.25 Contracting with Minority Firms and Women Business Enterprise

The College has an aspirational goal of spending 30% of its budgeted expenditures with firms owned by minorities, females or persons with disabilities as required by Illinois Statute. Respondents to this request for proposals shall comply with the provisions of the Business Enterprise program and shall submit the appropriate Utilization Plan forms and/or Demonstration of Good Faith efforts checklist with their responses. The directory of BEP certified vendors can be found at the following website (<https://cms.diversitycompliance.com/>).

B.26 Freedom of Information Act

Harper College is a public body and subject to the Freedom of Information Act, 5 ILCS 140/1 (FOIA). Any information submitted to Harper College by the respondent/bidder is subject to disclosure to third parties in accordance with FOIA.

If the respondent/bidder intends for Harper College to withhold trade secrets, commercial information or financial information from disclosure to a third party in response to a FOIA request, **the respondent/bidder must specifically mark information that is proprietary, privileged or confidential and would cause competitive harm if released at the time of the proposal/bid is submitted to Harper College.** 5 ILCS 140/7(1)(g). Any content not so marked by the bidder/respondent at the time of the proposal/bid submission will be presumed to be open to public inspection. The respondent/bidder may be required to substantiate the basis for its claims at a later time.

Notwithstanding timely notice received from a respondent/bidder, Harper College reserves the right, in its sole discretion and subject only to applicable law, to withhold or release the subject information in response to a FOIA request.

It is unacceptable for a proposal/bid to be marked proprietary, privileged and/or confidential in its entirety. A proposal/bid marked as such may be deemed non-responsive by Harper College.

C. PROPOSALS (RFP Response)-FORM AND CONTENT

C.01 Submission of Proposals:

C.01.1 To be considered, Proposals must be delivered directly to the Harper College Purchasing Department on or before the date and time specified in the Request for Proposals. Delivery methods are solely the responsibility of the respondent.

C.01.2 Each Respondent shall submit the number of Proposals as enumerated on the cover page herein, one of which shall be the original.

C.01.3 Proposals (RFP Response) may be submitted in a sealed envelope, addressed as follows:

William Rainey Harper College
Purchasing Department
Building "A", Room A217
1200 W. Algonquin Road
Palatine, IL 60067-7398

Late Proposals (RFP Responses) are grounds for rejection at the owner's discretion.

C.02 Form of Proposals:

The Proposals form included with this RFP shall be completed in full and signed by an officer, partner or principal with authority to execute contracts.

C.03 Proposals of Respondents (Statement of References):

C.03.1 Complete the enclosed "References" form. Provide references of organizations who have utilized similar services. A minimum of three references or as stated are requested; however, a Respondent may list more.

C.03.2 Provide background information on your firm, including, but not limited to, the age of the business, the number of employees and other data that will permit the College to determine the capability of the Respondent to meet all contractual requirements.

C.03.3 List the abilities, qualifications, licenses and experience of the persons who would be assigned to the engagement and their experience on similar contracts.

C.03.4 Describe your involvement in engagements of similar size and scope, providing references where appropriate.

C.03.5 Provide a complete listing of personnel to be assigned to the contract, including a personnel utilization breakdown of the work specified. Include detail by task and personnel if possible.

C.03.6 Provide a listing of all sub-Respondents who will be utilized in the execution of this project. Respondents shall provide the same information for each sub-Respondent that is provided for the Respondents, as detailed in Sections C.03.1 through C.03.5 above.

C.03.7 Identify the names of any and all persons and entities associated with the Respondents who may pose a potential conflict of interest with any activity of this specific project. Please provide details and reasons for any such conflict. (Respondents are subject to disqualification on the basis of any potential for conflict of interest as determined by the College.)

C.04 Items to be Submitted:

C.04.1 References and Qualifications: See Section C.03.

C.04.2 Narrative Response:

The Narrative Response shall include:

C.04.2.1 Work Overview: State in succinct terms your understanding of the proposed project.

C.04.2.2 Work Plan: Describe in narrative and/or outline form your detailed work plan which indicates your firm's methodology for execution of this contract including a summary of the methodology to be used to perform the work specified, and a synopsis and review of other areas or considerations not addressed in the Statement of Work herein, which the Respondents believes to be essential to the effective execution of the project.

C.04.2.3 **Pricing will be submitted within a separate sealed envelope so marked.**

C.04.2.4 Terms and Conditions: List any terms and conditions which may apply to this contract that are not included in this RFP.

C.04.2.5 Implementation Schedule: Provide a complete schedule for implementation of the project including all significant milestones.

C.04.2.6 Additional Information and Comments: Include any other information which may be requested in the "Statement of Work" herein, or which you believe to be pertinent to the College's requirements.

C.05 CHANGES and INVOICING

C.05.1 Changes in Scope

Unless otherwise agreed by the Board of Trustees in the original contract for professional services, any change in scope of services that increase the agreed contract price for professional services and/or for costs to be expended by the professional in an amount in excess of \$25,000 must be approved by the Board of Trustees. Any change in the scope of services that increase the agreed contract price for professional services and/or for costs to be expended by the professional in the amount of \$25,000 or less, may be approved by the College President or his designee.

C.05.2 Invoicing Requirements

Unless otherwise agreed by the Board of Trustees in the original contract for professional services, all invoices for professional services rendered must be itemized by the name of the individual doing the work, the date of the work, the time expended by the individual broken down into 10ths of an hour, with a description of the work. In addition, all costs must be itemized with a description of the purpose for which the cost was incurred.

Unless otherwise agreed by the Board of Trustees in the original contract for professional services, fee and cost invoices must be provided to the College on a monthly basis.

C.05.3 Termination for Default

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

C.05.4 Termination for Convenience

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

C.05.5 Conflict of Interest

It shall be a breach of ethical standards for any employee of the College to participate directly or indirectly in procurement when the employee knows that:

- The employee has financial interest pertaining to the procurement.
- A business or organization in which the employee has a financial interest pertaining to the procurement is involved in the procurement.
- Any other person, business, or organization with which the employee is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

Employees who violate this standard will be subject to discipline in accordance with applicable State, County and local codes. Upon discovery of an actual or potential conflict of interest, an employee shall promptly disqualify themselves and withdraw from further participation in the transaction involved.

D. STATEMENT OF WORK

D.01 Purpose:

Harper College is seeking qualified Construction management Firms to provide complete Construction Management Services for the new Business and Social Sciences Center to replace the existing center (Buildings I and J) located at the main campus. The College may elect to complete other projects with the selected firm.

D.02 Mission Statement

Harper College enriches its diverse communities by providing quality, affordable, and accessible education. Harper College, in collaboration with its partners, inspires the transformation of individual lives, the workforce, and society.

D.03 Background

William Rainey Harper College is one of forty-eight (48) community colleges in the State of Illinois that make up the Illinois Community College System. Harper College's credit full-time equivalent (FTE) enrollment of 8,043 (FY22). Harper College is the third largest community college in the state.

William Rainey Harper College is a comprehensive community college located in Palatine, Illinois, 30 miles northwest of Chicago, serving High School Districts 211, 214, and Unit District 220. Established in 1966, Harper College serves more than 23,000 credit students each year from 23 suburban communities.

Harper College has long distinguished itself through its innovations in curriculum, teaching practices, and support services. Harper is committed to reducing gaps in student achievement and increasing program completion, transfer, and graduation rates. To aid in accomplishing these objectives, the College has a four-year student success focused Strategic Plan. We continue to implement new initiatives aligned with the Strategic Plan to help students achieve their educational goals.

Harper College awards seven Associate degrees, numerous transfer options and many certificate programs to meet specific needs of the community and area industry. Further information about Harper College can be found on its website at www.harpercollege.edu.

D.04 History

In 2021, the College updated the Campus Master Plan (https://www.harpercollege.edu/leadership/planning/master_plan.php) to address the space and programmatic needs of the College and prioritize associated capital investment through 2030. The College identified several common themes which include sustaining the Harper spirit, support growth, allow flexibility, reflect the 21st Century Workplace. The replacement of the existing Business and Social Science Center was identified as a priority to support strategic initiatives.

D.05 Sustainability

Harper College seeks to combat global warming and contribute to a sustainable future for its facilities by reaching net-zero emissions by 2053. In 2010, the College became a signatory to the American College and University Presidents' Climate Commitment, now known as the Climate Leadership Network, a carbon-reduction based organization. Harper reports carbon emissions and tracks progress of the College's Climate Action Plan annually through the Second Nature reporting platform. It is the college's requirement to achieve LEED silver certification on all projects. LEED Commissioning will be contracted through a third-party commissioning firm.

D.06 Location

The Business and Social Sciences Center is planned to be sited adjacent to the existing Business and Social Sciences Center (Buildings I and J) on the east side of the main campus located at 1200 West Algonquin Road in Palatine Illinois. The 2021 Campus Master Plan has identified the need for this Building.

D.07 Objectives

The 2021 Campus Master Plan has identified the need to replace the Business and Social Sciences Center (Buildings I and J) with new and Improved classrooms, laboratories, and offices to replace those existing in Buildings I and J and provide additional facilities for new and expanded programs. The recent master Plan update has identified the following objectives for the new building:

D.07.1 Total Project Budget: \$78,000,000

D.07.2 Estimated Construction Budget: \$62,000,0000

D.07.3 Program: Review recently completed programming analysis prepared by Architect.

D.07.4 Prepare a program analysis report containing the project scope of work supplemented by all other information necessary to form a complete basis for the project design, including field verification, construction options, site analysis, cost estimate and project timeline.

D.07.5 Existing Business programs will include Business Administration and Accounting.

D.07.6 Existing Social Science programs will include Anthropology, Early Childhood Education, Economics, Geography, History, Political Science, and Psychology.

D.07.7 Additional programs will include Child Care Center, Regional Entrepreneurship and Innovation Center (IDEAShop), the Small Business Development Center, and Drone program.

D.07.8 Include connecting links to the Career and Technical Education center and the Health Careers Center.

D.07.9 Demolition and site restoration is to be included in overall project costs.

D.07.10 Project Delivery Method: Construction Manager (CM) at Risk. The A/E will assist in the selection of the CM firm.

D.08 Scope of Work

The Architectural firm of FGM Architects of Chicago has been selected for this project. After the Construction Manager has been selected, the selected CM will need to coordinate with FGMA and their consultants.

D.09 Type of Contract

The successful Construction Manager will be required to enter into an Agreement for Construction Management at Risk Services immediately and will be required to execute terms on a modified version of AIA Document A121 as the form of agreement (attached).

D.10 Scope of Construction Management Services

The construction manager's scope of work shall include but not be limited to the following list of services:

D.10.1 Pre-construction Phase Services

D.10.1.1 Administration: The construction manager shall facilitate a Kick-Off Meeting/Team Building Session to outline the goals and objectives of the entire program and establish the working relationship and responsibilities of each team member (Owner, A/E, CM). The CM shall attend and participate in all design phase team meetings. The CM shall prepare a site logistics and utilization plan for review by the Owner.

D.10.1.2 Estimating: The construction manager shall provide detailed project estimates at the following stages of document completion:

D.10.1.2.1 100% Schematic Design

D.10.1.2.2 50% Design Development

D.10.1.2.3 100% Design Development

D.10.1.2.4 50% and 75% Construction Document

D.10.1.2.5 Estimates should provide quantities and unit prices for each item of work where applicable.

D.10.2 Quality Control

Develop a written, project specific quality control/quality assurance plan detailing the specific measurable goals to be achieved by the plan.

D.10.3 Scheduling

Develop a detailed Critical Path Method (CPM) master project schedule immediately upon award. This schedule should be developed using a nationally recognized computerized scheduling program. The schedule should be updated at one-month intervals during the pre-construction phase.

D.10.4 Value Engineering/Constructability Reviews

Provide constructability and value engineering reviews in conjunction with the above estimates.

D.10.5 Safety

Develop a project specific safety plan to be incorporated into all bidding documents.

D.10.6 Purchasing

Prepare and develop all bid packages including project specific general and supplementary general conditions items. Coordinate the distribution of bid packages to potential bidders through Purchasing and the printer designated by Harper College. The CM *will* hold all trade contracts. The CM will participate in the pre-bid meeting and conduct post bid meetings with trade contractors to ensure that all bids are complete and fully responsive. The CM will review and analyze contractor bids and make award recommendations to owner. The Owner will award contracts and assign to the CM upon award by the Colleges Board of Trustees. The CM will identify, order, and coordinate long lead items to be incorporated into the project.

D.11 Construction Phase Services

D.11.1 General Administration

Maintain a competent and sufficient number of full-time field staff to administer the work of the project and coordinate and supervise the work. The CM shall conduct weekly meetings with the project team and all trade contractors. Prepare and distribute meeting minutes for all parties. During early phases of the project, conduct MEP coordination meetings as necessary to facilitate effective use of interstitial spaces.

D.11.2 Trade Contractor Supervision/Coordination

Supervise and coordinate the efforts of all trade contractors and suppliers to ensure that cost, quality, safety and all other goals of the project are met or exceeded.

D.11.3 Schedule

Solicit and incorporate trade contractor input into the project schedule. Manage all trade contractors to ensure milestone and final completion dates are met. Develop recovery schedules when critical path or milestone dates are or may be negatively impacted. Update the overall schedule monthly for incorporation into monthly report.

D.11.4 Quality

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

D.11.5 Safety

Monitor and enforce project Safety Program. Ensure compliance with all local, state and federal safety regulations. Incorporate appropriate information into monthly reports.

D.11.6 Reporting/Communication

On monthly basis prepare a detailed project report updating owner with cost, schedule, safety, quality and other pertinent project facts. Maintain a daily log of all construction activities and a photographic log of the projects progress. On a monthly basis, hold an informational meeting for user groups and other owner personnel to provide with an overall update of the projects progress. Develop and maintain computerized information management systems to monitor costs, requests for information, change order status, submittals and all other project information.

D.11.7 Project Accounting

On monthly basis, gather all trade contractor and supplier invoices and summarize into overall project billing in a format acceptable to owner. Make appropriate payments to trade contractors and suppliers. Review, negotiate and recommend action regarding all trade contractors change order requests prior to submission to architect and owner for review. Continuously incorporate changes into overall project budget to maintain an accurate estimate of total project costs. Obtain appropriate insurance certificates from all trade contractors and suppliers.

D.11.8 Requests for Information/Submittals - Review and forward to architect and/or owner all trade contractor requests for information and submittals. Maintain a date sensitive computerized log of all such documents indicating current status of each item.

D.11.9 General Conditions

The Construction Manager shall be responsible for the performance and administration of all general conditions work on the project.

D.11.10 Permits/Inspections

Secure all necessary local, state and federal permits, inspections and certificates of occupancy for the new facility.

D.11.11 Self-Performance

The Construction Manager can self-perform any trade work up to 10% of the total construction contract amount including general conditions, provided they are the lowest responsible bidder for bid package(s).

D.12 Occupancy Services

D.12.1 Punchlist

Prepare the final punch list incorporating items from the Architect and Owner. Administer completion of all items therein with responsible trade contractors.

D.12.2 O&M Manuals/As-Builts

Prepare and turn over to owner O&M manuals for all equipment. Throughout the project maintain an accurate set of as-built documents for the owner incorporating all aspects of the construction.

D.12.3 Training/Start up

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

D.12.4 Warranty

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

D.12.5 Commissioning

Manage independent commissioning agent to complete commissioning of project.

D.13 Professional Services Milestone Schedule:

RFP Issued.....	June 29, 2023
Pre-Proposal Meeting.....	July 11, 2023
Last Day to submit questions for a response.....	July 12, 2023
Final Addendum Issued.....	July 17, 2023
RFP Deadline	July 28, 2023
Oral interviews.....	week of August 14, 2023
Approval by Harper College Board of Trustees	October, 2023

D.14 Project Services Milestone Schedule:

Programming	November 2022 – June 2023
Board Meeting	June 2023
Schematic Design (6 Months).....	June 2023 – December 2023
Board Meeting SD Approval	December 2023
Design Development (6 Months)	January 2024 – June 2024
Construction Documents (8 Months)	June 2024 – February 2025
Bidding & Procurement (3 Months).....	March 2025 – May 2025
Phase 1 - New Construction (20 Months)	June 2025 – February 2027
Phase 1 - Move-in (8 Months)	February 2027 – September 2027
Phase 2 - Demolition (4 Months)	September 2027 – December 2027
Phase 3 – Site Restoration (6 Months).....	January 2028 – June 2028
Closeout & Final Completion	July 2028 – September 2028

D.15 Selection Criteria:

The College will evaluate Proposals and select a Construction Management Firm whose proposal conforms to the RFP and is most qualified to provide the services for the project. All firms will be evaluated equally based on the following evaluation factors:

- D.15.1 Content of Proposal Construction Manager’s project execution plan, strength of project team, schedule and technical competence as a construction manager, including safety, cost and quality controls.
- D.15.2 Construction Manager’s experience providing construction management services to community college clients.
- D.15.3 Construction Manager’s experience with LEED certified projects, especially for community college clients.
- D.15.4 Business Enterprise Program Participation
- D.15.5 Construction Manager’s presentation during the Owner’s interview, addressing additional evaluation information and clarification.

D.16 Other Criteria

- D.16.1 If any portion of this job is to be sub-contracted, firm must disclose this information in this document. If this information is not disclosed, firm may be immediately disqualified. Firm is responsible for all work done by sub-contractor(s) and all actions of sub-contractor(s) while on Harper College premises.
- D.16.2 Firm shall name Harper College as additional insured on all certificates of liability insurance.
- D.16.3 Firm principal certifies that the firm is not barred from bidding at the state of Illinois or the federal level.

D.16.4 The firm and its employees shall not be an employee of the College. It is agreed that the firm and its employees will act hereunder as an independent contractor and acquires no rights to tenure, workers' compensation benefits, unemployment compensation benefits, medical and hospital benefits, sick and vacation leave, severance pay, pension benefits or other rights or benefits offered to employees of the College. The parties agree that the firm and its employees will not act as the agent, representative or employee of the College.

Submission of statements of qualifications indicates Construction Manager's acceptance of the evaluation technique and Construction Manager's recognition that some subjective judgments must be made by Harper College during the selection process.

D.17 Statement of Qualifications General Instructions

D.17.1 Harper College will not provide compensation to Construction Managers for any expenses incurred by the Construction Manager(s) for Proposal preparation in response to this RFP or for any demonstrations that may be made, unless otherwise expressly stated or required by law. Construction Managers submit proposals at their own risk and expense.

D.17.2 Each Proposal should be prepared simply and economically, with double-sided pages, providing a straightforward, concise description of your firm's ability to meet the requirement of this RFP. Emphasis should be on completeness, clarity of content, responsiveness to the requirements and an understanding of Harper College's needs.

D.17.3 Firms wishing to submit a "No-Response" should provide a written response on letterhead.

D.18 Content of Proposals

Provide written response including examples where appropriate. Each item below requires a response.

D.18.1 Firm overview with information regarding number of years in business and corporate structure.

D.18.2 List name of bonding company, bonding capacity, length of affiliation, single project bonding capacity. List your insurance coverage and limits.

D.18.3 List all personnel to be employed on site and those to be employed at your home office for this project and attach your project organization chart. Indicate whether personnel are full-time or part-time. Provide at least 2 reference contacts for each team member.

D.18.4 List all relevant community college experience, especially those projects completed in the Chicagoland region in the last five years.

- D.18.5 Provide at least three (3) owner reference contacts.
- D.18.6 Provide a list of LEED certified community college and other college and university projects. Please distinguish between certified, silver, gold, and platinum certification levels.
- D.18.7 Discuss your safety philosophy and provide your EMR for the past 5 years.
- D.18.8 Discuss in detail your approach to conceptual estimating, with particular emphasis on schematic and design development estimates. Give examples of the accuracy achieved from these estimates.
- D.18.9 Provide narratives describing how you implement the following project control systems (maximum of 12-15 pages for this section):
 - D.18.9.1 Control and cost tracking
 - D.18.9.2 Schedule control and tracking
 - D.18.9.3 Project record keeping
 - D.18.9.4 Quality control
 - D.18.9.5 Commissioning
 - D.18.9.6 Warranty follow-up
- D.18.10 Provide a narrative describing your approach to utilizing Building Information Modeling (BIM) 3D software in the implementation of preconstruction and construction phase work.
- D.18.11 Provide a narrative describing your approach to the bonding of subcontractors.
- D.18.12 Provide any other pertinent information you consider relevant to the proposed project.

The College will evaluate the information submitted by each firm based on the "Selection Criteria" below. The field will be narrowed down to approximately 3 - 4 firms (depending on the quality of proposals submitted) who will be invited to conduct a one-hour presentation to the College's CM Selection Committee.

RETURN THIS PAGE IN A SEPARATE ENVELOPE MARKED "PRICING"

TO: William Rainey Harper College
1200 W. Algonquin Road
Palatine, IL 60067
Attn: Purchasing Department

FROM: Organization: _____
Address: _____
City, State, Zip Code: _____
Contact Person: _____
Telephone Number: _____
Facsimile Number: _____

In compliance with this Request for Proposal, and subject to all conditions thereof, the undersigned offers and agrees, if this proposal is accepted, to furnish the services as outlined herein, to provide the services as enumerated within the "Specification" or "Statement of Work" herein for the Harper College in the amount indicated, subject to modification through negotiations which may be conducted pursuant to conditions set forth in the Request for Proposals.

In submitting a proposal in response to this request, the vendor certifies that he/she has read and is familiar with the importance of public records and the special security and handling considerations associated therewith, as well as those penalties at law that may be imposed for the unauthorized destruction or mishandling of public records in accordance with Illinois State Statute 815 ILCS 530/.

The undersigned hereby certifies that they have read and understand the contents of this solicitation and agree to furnish at the prices shown any or all of the items above, subject to all instructions, conditions, specifications and attachments hereto. Failure to have read all the provisions of this solicitation shall not be cause to alter any resulting contract or to accept any request for additional compensation. By signing this proposal document, the proposer hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961 and of 2012, as amended.

It is the intent of William Rainey Harper College to pay for services as they are delivered. Services shall be considered delivered when they are deemed fully functional by Harper College. All pricing should reflect recommended services for this project, with William Rainey Harper College paying for services as milestones are completed, delivered, and signed off on by Harper College.

FORM OF PROPOSAL – PRICING

Pre-Construction Phase Services Fee	\$
Construction, Demolition & Site Restoration Fees	\$
General Conditions (Site Cost & Staffing)	\$
Construction Managers Fee	\$
Builders Risk Insurance	\$
General Liability Insurance	\$
Payment & Performance Bonds	\$
Other Cost (CM to Specify)	\$
Total Fees:	\$

RECEIPT OF ADDENDA: The receipt of the following addenda is hereby acknowledged:

Addendum No. _____, Dated _____

Addendum No. _____, Dated _____

Respondent's Name: _____

Signature: _____

RETURN THIS PAGE ALONG WITH YOUR PROPOSAL

TO: Harper College
1200 W. Algonquin Road
Palatine, IL 60067
Attn: Purchasing Department

FROM: Organization: _____
Address: _____
City, State, Zip Code: _____
Contact Person: _____
Telephone Number: _____
Facsimile Number: _____
Email: _____

AUTHORIZED NEGOTIATORS:

Name: _____ Phone #: _____
Name: _____ Phone #: _____

In submitting these Proposals, it is understood that Harper College reserves the right to reject any or all Proposals, to accept an alternate Proposals, and to waive any informalities in any Proposals.

In addition to this document, Respondents shall furnish, with the Proposals, all submittals as required herein.

BUSINESS ORGANIZATION:

_____ Sole Proprietor: An individual whose signature is affixed.
_____ Partnership: State full names, titles and addresses of all responsible principals
and/or partners on attached sheet.
_____ Corporation: State of Incorporation: _____

Please provide your Federal Employer Identification Number (F.E.I.N.): _____

Seal (affix seal below if applicable)

(List Name of Officers)

President _____
Vice-President _____
Secretary _____
Treasurer _____

Attest:

Signature of Secretary

REFERENCES FOR HARPER COLLEGE

Per C.03.1 of General Information, list below current business references for whom you have performed work similar to that required by this RFP. *Please provide this information for each partner in a Joint Venture, and for all Sub-Respondents:*

Facility: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

Facility: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

Facility: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Contact Person: _____

Dates of Service: _____

Complete this form and submit it with Form of Proposals.

Respondent's Name: _____

Signature: _____

CERTIFICATION OF COMPLIANCE

THE UNDERSIGNED HEREBY CERTIFIES AS FOLLOWS:

1. That the undersigned has authority to make this certification on behalf of the proposer.

Name of Company

2. That the undersigned has read the contents, in regard to disqualification of certain proposers, which are contained on the following pages of the bid documents.
3. That the undersigned knows of his/her own knowledge that the bidder is not disqualified from bidding under the aforesaid sections.

Authorized Signature

Type or Print Name

Title

SEAL

Instructions: This is to be completely filled out and executed by the Chief Executive Officer of the proposer authorized to submit the certification.

DISQUALIFICATION OF CERTAIN BIDDERS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION

No person or business entity shall be awarded a contract or subcontract, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity,

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any state in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of bid rigging or bid rotating, or attempting to rig or rotate bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Antitrust Act and Clayton Act 15 U.S.C. Sec. 1 et sig.;
- (E) has been convicted of price-fixing or attempting to fix prices under the laws of the State of Illinois, or any state in the United States;
- (F) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (G) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (H) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business.

**HARPER COLLEGE, ILLINOIS
TAX COMPLIANCE AFFIDAVIT**

_____, being first duly sworn,

deposes and says: that he/she is _____
(Partner, Officer, Owner, Etc.)

of _____.
(Consultant)

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

(Name of Proposer if the Proposer is an Individual)
(Name of Proposer if the Proposer is a Partnership)
(Name of Proposer if the Proposer is a Corporation)

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

Subscribed and Sworn to this ____ day of _____, 20__

SEAL

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

**HARPER COLLEGE, ILLINOIS
ANTI-COLLUSION AFFIDAVIT AND CONSULTANT'S CERTIFICATION**

_____, being first duly sworn,

deposes and says: that he/she is _____
(Partner, Officer, Owner, Etc.)

of _____.
(Consultant)

The party making the foregoing Proposals or bid, certifies that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he/she is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

(Name of Proposer if the Proposer is an Individual)
(Name of Proposer if the Proposer is a Partnership)
(Name of Proposer if the Proposer is a Corporation)

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

Subscribed and Sworn to this ____ day of _____, 20__

SEAL

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

CONFLICT OF INTEREST FORM

_____, hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the proposer, its owners and employees, and any official or employee of William Rainey Harper College.

Proposer further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if Proposer has not disclosed any actual or potential conflict of interest, William Rainey Harper College may disqualify the proposal.

(Name of Proposer if the Proposer is an Individual)
(Name of Proposer if the Proposer is a Partnership)
(Name of Proposer if the Proposer is a Corporation)

The above statements must be subscribed and sworn to before a notary public. Subscribed and Sworn to this ____ day of _____, 20__

Notary Public

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

**STATE OF ILLINOIS
BUSINESS ENTERPRISE PROGRAM
MINORITIES, FEMALES, PERSONS WITH DISABILITY
PARTICIPATION AND UTILIZATION PLAN**

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

Contract Goal to be Achieved by Vendor: This solicitation includes a specific **BEP** participation goal of 30% of the total dollar amount awarded to MBEs and FBEs, with at least 50% of the total dollar amount awarded to FBEs.

The BEP participation goal is applicable to all bids or offers. In addition to the award criteria established for this solicitation, the College will award this contract to a Vendor that meets the goal or demonstrates good faith efforts to meet the goal. This goal is applicable to change orders and allowances within the scope of work provided by the BEP certified vendors. If Vendor is an MBE and FBE certified vendor, the entire goal is met and no subcontracting with a BEP certified vendors is required; however, **Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.**

Following are guidelines for Vendor's completion of the Utilization Plan. The Utilization Plan must demonstrate that Vendor has either: (1) met the entire contract goal; or (2) made good faith efforts towards meeting the goal.

At the time of bid or offer, Vendor, or Vendor's proposed Subcontractor, must be certified with the Illinois Department of Central Management Services as a BEP certified vendor.

Failure to complete a Utilization Plan or provide Good Faith Effort documentation shall render the bid or offer non-responsive; and subject to rejection and/or disqualification in the College's sole discretion.

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Joint Venture Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Joint Venture Agreement must clearly evidence that the BEP certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the BEP certified vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the BEP certified vendor to be dedicated to the performance of the contract. Established Joint Venture Agreements will only be credited toward BEP goal achievements for specific work performed by the BEP certified vendor. **Each party to the Joint Venture Agreement must execute the bid or offer prior to submission of the bid or offer to the College.**
2. An agreement between a vendor and a BEP certified vendor in which a BEP certified vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The College may request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the College in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed BEP certified vendor. Failure to cooperate by Vendor and BEP certified vendor may render the bidder or offeror non-responsive or not responsible. **The contract will not be awarded to Vendor unless Vendor's Utilization Plan is approved by the College.**
3. **BEP Certified Vendor Locator References:** Vendor may consult CMS' BEP Vendor Directory at www.sell2.illinois.gov/cms/business, as well as the directories of other certifying agencies, but firms **must be certified with CMS as BEP certified vendors at the time of bid or offer.**

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

- 5.4 BEP certified vendors who are performing on contract as second tier subcontractors may be counted in meeting the established BEP goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.
- 5.5 A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.
- 5.5.1 A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The BEP certified vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the College shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.
- 5.5.2 A BEP certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain BEP certified vendor participation. In determining whether a BEP certified vendor is such an extra participant, the College shall examine similar transactions, particularly those in which BEP certified vendors do not participate, and industry practices.
- 5.6 A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.
6. **Good Faith Effort Procedures:** Vendor must submit Utilization Plans, subcontract documents, and/or Letters of Intent that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must document and explain within the Utilization Plan the good faith efforts it undertook to meet the goal. Utilization Plans are due at the time of and must be enclosed and sealed with the bid or offer submission. Copies of subcontract documents and/or Letters of Intent shall be due upon request.
7. **Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan. **After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract.** If Vendor did not succeed in obtaining BEP certified vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of BEP certified vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.
- 7.1. The Utilization Plan may not be amended after contract execution without the College's prior written approval.
- 7.2. **Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the College.** Unauthorized changes or substitutions, including performing the work designated for a BEP certified vendor with Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions.

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

UTILIZATION PLAN

The Utilization Plan and Letter of Intent must be sealed and submitted with bid.

(Vendor) submits the following Utilization Plan as part of our bid or offer in accordance with the requirements of the BEP Program Status and Participation section of the solicitation for _____, Illinois

Reference Number Q_____. We understand that all subcontractors must be certified with the CMS BEP Program at the time of submission of all bids and offers. **We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.**

Vendor submits the following statement:

- Vendor is a BEP certified firm and plans to fully meet the goal through self-performance.
- Vendor has identified BEP certified subcontractor(s) to fully meet the established goal and submits the attached executed Letter(s) of Intent; or
- Vendor has made good faith efforts towards meeting the entire goal as indicated on the attached Utilization Plan, or a portion of the goal, and hereby requests a waiver (complete checklist below).

Vendor's person responsible for compliance with this BEP goal:

Name: _____ Title: _____

Telephone: _____ Email: _____

Signature of authorized representative of bidder:

Name: _____ Title: _____

Signature: _____

Telephone: _____ Email: _____

Notary: _____

DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE GOAL AND REQUEST FOR WAIVER

If the BEP participation goal was not achieved, the vendor must provide documented evidence of good faith efforts to achieve the goal.

Below is a checklist of actions that will be used to evaluate a Vendor's Demonstration of Good Faith Efforts and Request for Waiver. **Please check the actions which you completed.** If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed description of such efforts. The College reserves the right to review and audit the results of the vendor's efforts as described below.

- Utilize the Sell2Illinois website: www2.illinois.gov/cms/business to identify BEP certified vendors within the respective commodity/service codes denoted above and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.
- Solicit through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of BEP certified vendors that have the capability to perform the work of the contract. Vendor must solicit this interest within sufficient time to allow the BEP certified vendors to respond to the solicitation. Vendor must determine with certainty if the BEP certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal. Vendor must provide interested BEP certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
- Select portions of the work to be performed by BEP certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP certified vendor participation, even when Vendor might otherwise prefer to perform these work items with its own forces.
- Make a portion of the work available to BEP certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate BEP certified vendor participation.
- Negotiate in good faith with interested BEP certified vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of BEP certified vendors that were considered and an explanation as to why an agreement could not be reached.
- Thoroughly investigate the capabilities of BEP certified vendors and not reject them as unqualified without sound reasons.
- Make efforts to assist interested BEP certified vendors in obtaining lines of credit or insurance as required by the College.
- Make efforts to assist interested BEP certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

BEP Utilization Plan

The following firms will be utilized to meet the goals of the BEP Program

Name of Firm	Contract Value	Description of Work	% of Goal
Total			