

Date: January 21, 2025

To: Plan Holders

Re: Building P: Cooling Tower Upgrades

Cc: Steve Petersen

Cc: Harper Purchasing

This Addendum forms a part of the Bidding Documents and amends the original documents dated December 18, 2024.

Acknowledge receipt of this addendum in the space provided on Bid Form. Failure to do so may subject bidder to disqualification.

PROJECT MANUAL AND SPECIFICATIONS

SECTION 00 1113 ADVERTISEMENT FOR BIDS (issued)

1. The due date for bids has been revised. Bids are now due and will be opened on Tuesday, February 4, 2025, at 11:00 am.
2. The aspirational Business Enterprise Program goal has been updated to 15%. Please use NIGP code 912-40 or other NIGP codes to meet or achieve this goal.

SECTION 00 2113 INSTRUCTIONS TO BIDDERS (issued)

1. The due date for bids has been revised. Bids are now due and will be opened on Tuesday, February 4, 2025, at 11:00 am.

SECTION 00 8300 BUSINESS ENTERPRISE PROGRAM (issued)

2. The participation goal has been updated to 15%. Please use NIGP code 912-40 or other NIGP codes to meet or achieve this goal.

END ADDENDUM

**SECTION 00 1113
ADVERTISEMENT FOR BIDS**

ADVERTISEMENT FOR BIDS: Harper College – Cooling Tower Upgrades Building P (RFB Q01174)

1.1 BID INFORMATION

- A. Sealed bids are to be delivered to the Harper College Purchasing Department on or before **Tuesday, February 4, 2025**, at 11:00 a.m. Central Time for Cooling Tower Upgrades Building P project – Request for Bid No. Q01174 in Building A, Room A-217 on the Harper College campus located at 1200 West Algonquin Road, Palatine, IL 60067.
- B. Work includes (but is not limited to) the following mechanical work.
 - 1. Mechanical work includes:
 - a. Replacement of the fill media in the cooling tower located in building P.
- C. Lump sum bid proposals will be received for this project at the scheduled time of receipt of bids and will be publicly opened and read aloud shortly thereafter.
- D. A non-mandatory pre-bid meeting has been scheduled for 2:00 p.m. Central Time on Tuesday, January 7, 2025, at Harper College, 1200 W. Algonquin Road, Palatine, Illinois 60067 in Building W, Room W-219. All bidders are encouraged to attend and sign-in at the meeting, which will also be attended by the Owner and Engineer and will be the only opportunity for an escorted walk through of the site.
- E. Bid security in the form of bid bond in an amount equal to 10 percent (10%) of the aggregate of the Base Bid amount and all Alternate Bid amounts shall be submitted with the bid.
- F. Performance, Labor and Material Payment Bonds, and Certificate of Insurance will be required from the successful bidder.
- G. Bids shall be submitted in an opaque sealed envelope addressed to: Harper College, Purchasing Department, located in A-Building, Room A-217, 1200 W. Algonquin Road; Palatine, Illinois 60067.
- H. No bid may be withdrawn for a period of ninety days after submission without the consent of the Board of Trustees.
- I. Any bid submitted unsealed, unsigned, fax transmission, e-mail, or received subsequent to the aforementioned date and time, may be disqualified and returned to the bidder.
- J. Harper College reserves the right to reject any or all bids or parts thereof, to waive any irregularities or informalities in bidding procedures, and to award the contract in a manner best serving the interest of the College.
- K. All bidders must comply with applicable Illinois Law requiring the payment of prevailing wages by all Contractors working on public works. Bidder must comply with the Illinois Statutory requirements regarding labor, including Equal Employment Opportunity Laws.
- L. Contractors shall pay not less than the prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12).
- M. Bidders shall comply with Business Enterprise Program: Participation and Utilization Plan developed by Harper College. There is a **15** percent aspirational goal on the contract.

- N. The bidding documents shall be on file at the office of BHFx Digital Imaging: 80 West Seegers Road; Arlington Heights, IL 60005. Interested bidding contractors may obtain a set of the construction documents (two copies of Project Manual and Project Drawings) on or after Wednesday, December 19, 2024, upon receipt of a non-refundable deposit in the amount of \$50 from the printer via pick-up or UPS ground at bidding contractor's cost - BHFx Digital Imaging, 80 West Seegers Road, Arlington Heights, IL 60005, PH (847) 593-3161 (Other northern Illinois locations of BHFx can be found at www.BHFx.net). Additional digital copies of the construction documents shall also be available on compact disk from the printer at no additional cost upon deposit and pickup of a hard copy set of the construction documents.
- O. The successful bidder will enter into a Contract with the Owner in the form of an Agreement as provided in the Project Manual.
- P. Please submit any questions regarding the bidding documents by Wednesday, January 8, 2025, at 4:00 p.m. Central Time.
1. Questions are to be directed via e-mail to:
Stephen Zehr
szehr@grummanbutkus.com
 2. The Harper College Purchasing Manager is to be copied on all submitted questions:
Jewell Jackson
purchasing@harpercollege.edu

END OF ADVERTISEMENT FOR BIDS

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**SECTION 00 2113
INSTRUCTIONS TO BIDDERS**

1. PART 1 GENERAL

1.1 PROPOSAL

- A. The Owner, Board of Trustees - Harper College, will receive sealed bids for the P Building Cooling tower upgrade project.
- B. To receive full consideration bids must contain the following documents properly completed and signed:
 - 1. Bid Form - Section 00 30 00.
 - 2. Bid Bond - Section 00 41 00.
 - 3. Certificate of Compliance with Illinois Drug-Free Act - Section 00 48 50.
 - 4. Certificate of Compliance with Illinois Human Rights Workplace Act - Section 00 48 70.
 - 5. Certification Regarding Criminal Background Investigation - Section 00 48 80.
 - 6. Authorization for Criminal Background Investigation - Section 00 48 90.
 - 7. Bidder Eligibility Certification and Non-Collusion Affidavit - Section 00 49 50.
 - 8. Contractor References List - Section 00 49 60.
 - 9. Certificate of Prevailing Wage - Section 00 82 20.
 - 10. Business Enterprise Program Utilization Plan - Section 00 83 00.

1.2 PREPARATION FOR BIDS

- A. Proposals to be entitled for consideration must be made in accordance with the following instructions.
 - 1. Submit three (3) copies of bid on forms provided by the Engineer with all blank spaces for bid prices filled in, in ink or typewritten.
 - 2. Submit bid (3 copies) in an opaque sealed envelope, addressed to: Harper College Purchasing Department, Building A, Room A-217; Harper College; 1200 West Algonquin Road; Palatine, Illinois 60067.
 - a. Mark the envelope SEALED BID FOR:
 - b. P Building Cooling tower upgrade project
 - c. RFB Q01174
 - d. Company Name of Bidder
 - e. Bids will be received until 11:00 a.m., prevailing time, on **Tuesday, February 4, 2025**, for all specified work at the office of the Purchasing Manager, Building A, Room A-217. Bids will be opened publicly directly following the deadline for receipt of bids. Contractors may participate in the bid opening (refer to Advertisement for Bids for details).
 - f. Bids received after this time will not be accepted.
 - g. Erasures or written memorandum on the Bid Form are prohibited. Include additional explanations, statements, or qualifications in a separate sheet attached to the Bid Form.

- h. The Base Bid shall appear only where called for in the Bid Form and shall not appear elsewhere in the proposal. Any Alternate prices (other than those set forth in the Bid Form) shall be listed on the Substitution Sheet.
 - i. Fill in all blank spaces for the bid items with prices, or if not applicable, the words "No Bid."
- B. The Owner reserves the right to reject any or all bids or parts thereof at its sole discretion.
- C. The Owner reserves the right to waive any or all irregularities or informalities in the bidding procedures.
- D. Do not detach Bid Proposal Forms from the Project Manual for use in submission of bids; use separate forms furnished by the Engineer.
- E. Telegraphic bids will not be accepted, but modifications by telegram of bids already submitted will be considered if received prior to the scheduled closing time for receiving bids.

1.3 DEFINITIONS

- A. All definitions set forth in the General Conditions of the Contract for Construction as printed in AIA Document A201 as modified and included herewith are applicable to these Instructions to Bidders.
- B. Bidding Documents include the Advertisement to Bid, Instructions to Bidders, the Bid Proposal Form and required attachments, AIA Document A101 Standard Form of Agreement Between Owner and Contractor where the Basis of Payment is a Stipulated Sum, 2017 edition, as modified and included in the Project Manual, including General Conditions as modified for this project, and the proposed Contract Documents including any addendum issued prior to receipt of bids.
- C. Addenda are written or graphic instruments issued prior to the execution of the Contract which modify or interpret the bidding documents, including Drawings and Specifications, by additions, clarifications, or corrections. Addenda will become part of the Contract Documents when the Construction Contract is executed.
 - 1. Addenda will be issued by e-mail, direct mail, or United Parcel delivery. Bidders are to consider an e-mail transmittal addendum as a binding modification to the contract documents.
 - 2. It is the bidder's responsibility to ascertain from the Engineer that they have received all addenda issued to the bidding documents prior to submitting their bids.
 - 3. Receipt of Addenda shall be acknowledged on the Bid Forms where indicated.

1.4 DOCUMENTS

- A. The Bidding Documents are on file and may be examined at the offices of the following:
 - 1. Engineer: Grumman | Butkus Associates; 820 Davis Street, Suite 300; Evanston, IL 60201
- B. Prime Contractors may obtain a set of the construction documents (two copies of project manual and drawings) on or after Wednesday, December 18, 2024, upon receipt of a nonrefundable deposit in the amount of \$50 from the printer via pick-up or UPS ground at bidding contractor's cost - BHFx Digital Imaging, 80 West Seegers Road, Arlington Heights, IL 60005, phone (847) 593- 3161 (or at any of the other six northern Illinois locations of BHFx Digital Imaging); www.bhfx.net.
- C. Contractors may obtain additional sets of plans and specifications directly from BHFx Digital Imaging. Contractor shall be responsible for the reproduction costs. Additional digital copies of the Construction Documents shall also be available on CD from the printer at the cost of production to the printer upon deposit and pick-up of a hard copy set of the Construction Documents. Amounts paid for additional sets are not refundable.

1.5 EXAMINATION OF SITE

- A. A nonmandatory Prebid Conference will be held on Tuesday, January 7, 2025, at 2:00 p.m., prevailing time, at William Rainey Harper College, Building W, Room W-219. Bidders are encouraged to attend. The Engineer will transmit to prospective bidders of record any Addenda the Engineer considers necessary in response to questions arising at the conference. A site walk-through will take place following the Prebid Conference.
- B. Bidders visiting the college shall visit during normal business hours and shall not disrupt operations.

1.6 BID QUALIFICATIONS

- A. Any bidder may be required to submit supporting data to substantiate that such bidder is properly qualified to carry out the obligations of the Contract and to complete the Work contemplated therein. Bidders that have failed to timely complete past campus projects for the College will be disqualified. With bid submission, prime contractors shall include the following to be considered eligible for award of the project:
 - 1. A list of no less than three similar projects that include the installation or modification of existing welding fume exhaust systems. Provide project name/scope, cost, date, owner and engineer contact information.
 - 2. Contractor to provide proof they are certified by the Illinois Commerce Commission (ICC), or they provide guarantee that they will be certified, by time of bid award.

1.7 BID WITHDRAWAL

- A. Any bidder may withdraw their bid prior to the scheduled closing time for receiving bids. All bidders shall hold their Bids open for a period of ninety calendar days from the date of Bid Opening. The Owner and Bidders may agree to extend the period of irrevocability beyond the ninety-day period.

1.8 INTERPRETATION OF BIDDING DOCUMENTS

- A. Submit all questions in writing via e-mail or fax regarding the Bidding Documents to the Engineer. Replies will be issued to all bidders of record in the form of an Addendum. Questions received later than 4:00 p.m. (CDT) on Wednesday, January 8, 2025, cannot be answered.

1.9 NON-SPECIFIED ITEMS

- A. Approved Equal Items:
 - 1. To obtain approval to use non-specified items, submit written request at least five days prior to the bid opening date; requests received after this time will NOT be considered.
 - 2. Requests shall clearly describe the items for which approval is asked including all data necessary to demonstrate acceptability.
 - 3. If an item is acceptable, the Engineer will approve same in an Addendum issued to all bidders of record.

1.10 Substitutions:

- A. Substitutions for the items specified may be made by the Contractor only by submitting proposed substitutions on the Substitution Sheet provided.
- B. Requests received after bid opening will not be considered except for the following conditions:
 - 1. Product discontinued.
 - 2. Insufficient quantity. Except the following will not establish cause for substitution:
 - A. Failure to award subcontract in sufficient time, or failure to place orders for products so as to ensure delivery without delaying work.
 - 3. Delays beyond control, such as strikes, lockouts, storms, fires, or acts of God, which may preclude the procurement and delivery of products for purposes of the Project.
- C. No consideration will be given to substitutions after the Contractor submits the Schedule of Values.

1.11 METHOD OF AWARD

- A. If the Owner should award a Contract, the Owner may award it to the lowest responsible bona fide Bidder with full consideration given to Contractor's Completion Schedule based upon Base Bid and the awarded Alternate Bids, if any.
- B. In determining the lowest responsible bona fide Bidder and in awarding the contracts, the Owner may take into consideration skill, facilities, capacity, experience, ability, responsibility, previous work, previous performance, financial standing of Bidder, amount of work being carried on by Bidder, quality and efficiency of construction equipment proposed to be furnished, period of time within which proposed equipment is furnished and delivered, and necessity of prompt and efficient completion of work herein described.
- C. The Owner shall, after review of all mitigating factors noted above, accept that bid which is considered to be in the best interest of the Owner. Any such decision shall be considered final and not subject to review. Accepted bids are subject to execution of a written contract between the Bidder and Harper College: AIA Document A101-2017 Standard Form of Agreement Between Owner and Contractor, as modified and included in the Project Manual. All such contracts are contingent upon approval by the Board of Trustees of Community College District No. 512.

1.12 PROPOSAL REQUIREMENTS

- A. All Bidders' proposals shall be expressly based on the following items:
 - 1. Instructions to Bidders.
 - 2. Bid Proposal Form.
 - 3. General Conditions.
 - 4. Plans and Specifications.
 - 5. Addenda.
- B. Any Contract resulting from the Bidding Documents will incorporate the terms and provisions of said documents. It is intended that these Bidding Documents shall prevail over conflicting terms and conditions of Contractor's proposal. Bidder's printed terms and conditions are NOT considered as exceptions to the Contract.

1.13 BID SECURITY

- A. Accompany bids with Bid Bond in an amount of Ten Percent (10%) of the aggregate of the Base Bid amount and all Alternate Bid amounts only as a guarantee that, if award is made, the bidder will sign the agreement and furnish the required bonds within five days or forfeit his bid security as liquidated damages, but not as a penalty. Execute Bid Bond on form furnished by the Engineer or on form which is acceptable to the State of Illinois and issued by a Surety meeting all the standards of the state of Illinois Department of Insurance.
 - 1. Make Bid Security payable to: Board of Trustees – Harper College.
- B. The bid security of all except the three lowest bidders will be returned within five days after the award of the Contract.
- C. The bid security of the successful bidder and the two other bidders will be returned promptly after the Owner and the accepted bidder have executed the agreement, and the appropriate bonds and certificates of insurance have been provided by the successful bidder. Bid security of the other Contractor's will be returned promptly after agreement is finalized.

1.14 PERFORMANCE ASSURANCE

- A. Accepted Bidder: Provide a Performance and Labor and Material /Payment bond.
 - 1. Provide a 100 percent Performance Bond on AIA 312.
 - 2. Provide a 100 percent Payment Bond on AIA 312.
 - 3. Deliver bonds within 3 days after execution of the Contract.

1.15 OTHER CERTIFICATIONS AND SUBMITTALS

- A. All bidders must complete and sign the following certifications and submit them with their bid proposals. FAILURE TO DO SO WILL RESULT IN DISQUALIFICATION OF BIDDER.
 - 1. Certificate of Compliance with Illinois Drug-Free Workplace Act - Section 00 48 50.
 - 2. Certificate of Compliance with Illinois Human Rights Act - Section 00 48 70.
 - 3. Certification Regarding Criminal Background Investigations - Section 00 48 80.
 - 4. Authorization for Criminal Background Investigation (signature included only on 00 48 90).
 - 5. Bidder Eligibility Certification and Non-Collusion Affidavit - Section 00 49 50.
 - 6. List of the Contractors References for projects of similar scope and complexity - Section 00 49 60.
 - 7. Building Enterprise Program Utilization Plan – Section 00 83 00.

1.16 POWER OF ATTORNEY

- A. Attorneys-in-Fact who sign bonds, Agreements or bids must file with each such document a certified and effectively-dated copy of their Power of Attorney.

1.17 EMPLOYMENT AND LABOR PROVISIONS

- A. In the employment and use of labor, the Contractor and his subcontractors shall conform to the Illinois Statutory requirements regarding labor and wages, including Equal Employment Opportunity Laws. See Document 008200 - Prevailing Wage Requirements.

- B. Contractors shall pay not less than prevailing rates of wages to all laborers, workmen, and mechanics performing work under this contract, and shall comply with the requirements of the Illinois Wages of Employees on Public Works Act (820 ILCS 130/1-12).
- C. Vendors/Contractors must conform to all federal, state, local and OSHA Regulations now in effect.

1.18 DEPARTMENT OF EMPLOYMENT SECURITY PROVISIONS

- A. All parties to contracts with community colleges, where applicable under Public Act 098-0107, shall either (i.) post-employment vacancies on the web page of the Department of Employment Security's IllinoisJobLink.com system or (ii.) provide an online link to its employment vacancies so that this link is accessible through the web page of the IllinoisJobLink.com system.
 - 1. Creating an account with the Department of Employment Security's Illinoisjoblink.com system.
 - A. On the www.IllinoisJobLink.com home page click FIND EMPLOYEES then CREATE AN ACCOUNT.
 - B. After reading and accepting the employer use policy, complete the required fields (indicated by a blue asterisk) on the new account creation page. Remember to have your Federal Identification (FEIN) and State Identification (SEIN) numbers at hand. Write down the username and password that you created.
 - C. Click SUBMIT. After you create your new account, you may now enter job postings, which will display to job seekers once your account has been approved.
 - 2. Entering job postings through the Department of Employment Security's IllinoisJobLink.com system.
 - A. To enter a job posting return to the MY HOME PAGE and from the menu, click MY JOB POSTINGS then click POST A JOB.
 - B. Complete the job order information. You may include a link to your website in the "Reply Options".
 - C. Review and if necessary, edit. Click "Make Job Posting Active."

1.19 CRIMINAL BACKGROUND INVESTIGATION PROVISIONS

- A. Background Checks. The contractor agrees to conduct criminal background checks on each of its employees, as well as employees of its subcontractors, prior to sending them to the College. The College may request new background checks of any employee at any time. Such criminal background checks will be performed at Contractor's or Subcontractor's expense and at no additional cost to the College. If in the College's sole discretion objectionable information regarding any employee is discovered in the background check, such person shall not be allowed to continue working at the College. The minimum background check process shall include, but not be limited to, the following checks:
 - 1. Social Security Number Trace.
 - 2. Federal, State, and County Criminal Background Checks.
 - 3. National Sex Offender Registry.

1.20 CONCEALED CARRY FIREARM PROVISIONS

- A. Concealed Carry. The contractor/supplier acknowledges that firearms are prohibited on the College's campus except as provided in Section 65 of the Firearm Concealed Carry Act, 430 ILCS 66/65. The Contractor shall inform its employees and subcontractors of this prohibition and shall strictly enforce it when on the College's campus. The supplier/contractor further agrees to consult and comply with Harper College's Board Policies regarding the possession of firearms on campus.

1.21 BUSINESS ENTERPRISE PROGRAM: PARTICIPATION AND UTILIZATION PROGRAM

- A. All parties to construction contracts with Harper College shall comply with the provisions of the Business Enterprise Program: Participation and Utilization Plan section of the Project Manual as developed by Harper College. There is a 30 percent aspirational goal on the contract. Refer to Section 00 8300 herein.

2. PART 2 PRODUCTS - NOT USED

3. PART 3 EXECUTION - NOT USED

END OF SECTION

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SECTION 00 8300
BUSINESS ENTERPRISE PROGRAM: PARTICIPATION AND UTILIZATION PROGRAM

STATE OF ILLINOIS – BUSINESS ENTERPRISE PROGRAM: MINORITIES, FEMALES, PERSONS WITH DISABILITY PARTICIPATION AND UTILIZATION PROGRAM

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 is 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 **15%** 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 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_ **01149** . 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: _____

BEP UTILIZATION PLAN

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

<u>Name of Firm</u>	<u>Contract Value</u>	<u>Type of Firm</u> <u>MBE/WBE</u>	<u>Description of Work</u>	<u>% of Total Bid</u>
Total				

Enter the dollar value of the total bid amount including the sum of all alternates and allowances:

Bid Package # _____ Total Bid Amount \$ _____

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.

END OF BUSINESS ENTERPRISE PROGRAM

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