



**PURCHASING DEPARTMENT  
6600 34<sup>TH</sup> AVENUE  
MOLINE, IL 61265**

**DATE: March 17, 2023**

**TO BE OPENED ON  
April 4, 2023  
RFP 10-23**

<p><b>***IMPORTANT*** SHOW "RFP 10-23" ON OUTSIDE OF MAILING ENVELOPE</b></p>
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**REQUEST FOR PROPOSAL (RFP)  
LINCOLN K4914-1 VIRTUAL WELDER  
RFP 10-23**

Pursuant to the provisions of Section 3-27.1 of the Illinois Public Community College Act and rules and regulations adopted thereunder, sealed proposals subject to the conditions and requirements made a part hereof **will be received until 2:00 p.m. local time, on Tuesday, April 4, 2023, in the Finance Office at Black Hawk College Quad Cities Campus, located at 6600 34<sup>th</sup> Avenue in Building One, Second Floor, Purchasing Office Room 244A, then opened publicly, read aloud and recorded immediately thereafter when possible, in the Black Hawk Room, (Room 255),** for furnishing the goods or services described below, to be delivered or performed at the location(s) stated. Whether or not a proposal is timely shall be determined by reference to the clock located in the Purchasing Office of the College, and the determination of whether or not a proposal is timely in accordance with that clock shall be at the sole discretion of the Black Hawk College Purchasing Office and Board of Trustees, whose decision on that issue shall be final.

<b>REFER INQUIRIES TO:</b>	<b>MIKE MELEG BLACK HAWK COLLEGE 6600 34<sup>th</sup> AVENUE MOLINE IL 61265</b>
<b>TELEPHONE:</b>	<b>(309) 796-5002</b>
<b>EMAIL ADDRESS:</b>	<b>melegm@bhc.edu</b>

<b>VENDOR INFORMATION:</b>
<b>Contact:</b>
<b>Company:</b>
<b>Address:</b>
<b>City/State/Zip:</b>
<b>Telephone:</b>
<b>Fax Number:</b>
<b>Email Address:</b>

**GENERAL**

Proposals are subject to the attached Standard Terms and Conditions.

**USING DEPARTMENT**

WSTC

## **TIME TABLE**

<b>DATE</b>	<b>EVENT</b>
March 17, 2023	Mailing of Request for Proposal RFP 10-23
March 24, 2023	Deadline for E-Mailing Questions: 5:00 pm local time
March 29, 2023	Addendum 1 answering all questions will be published
April 4, 2023	Proposals due at 2:00 p.m. in the Purchasing Office Room 244A
April 27, 2023	Anticipated Board of Trustees Approval
April 28, 2023	Anticipated Award Date

## **PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)**

Black Hawk College (BHC) desires to receive bids for quantity one (1) brand new Lincoln Electric brand K4914-1 Virtual Welder to be delivered to and installed at the Black Hawk College Welding and Skilled Trades Center (WSTC), 520 E. 3<sup>rd</sup> St., Kewanee, IL 61443

## **DEADLINE FOR E-MAILING QUESTIONS**

Interested parties are welcome to ask any questions or raise any concerns about this RFP by sending an email to [melegm@bhc.edu](mailto:melegm@bhc.edu) by **5:00 p.m. on Friday, March 24, 2023**. All questions will be answered by addendum on **Wednesday, March 29, 2023**.

**PRICING PROPOSAL**

**All pricing shall be inclusive of all charges and fees, including but not limited to freight, delivery, and setup.**

PRICE FOR ONE (1) BRAND NEW LINCOLN ELECTRIC BRAND K4914-1 VIRTUAL WELDER, DELIVERED TO AND INSTALLED AT THE BLACK HAWK COLLEGE WELDING AND SKILLED TRADES CENTER, 520 E. 3<sup>RD</sup> ST., KEWANEE, IL 61442

\$ \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

SIGNED (IN INK) \_\_\_\_\_

PRINTED NAME \_\_\_\_\_ DATE \_\_\_\_\_

## INSTRUCTIONS TO FIRMS

1. Proposals shall consist of following, in this order:
  - A. The Pricing Proposal (page 3)
  - B. Two (2) copies of Attachment C and one (1) copy each of Attachments D and E.
2. Please submit the proposal in a sealed package addressed and clearly marked as follows:

LINCOLN ELECTRIC K4914-1 VIRTUAL WELDER, RFP 10-23  
Black Hawk College Purchasing  
6600 34<sup>th</sup> Avenue  
Moline, IL 61265

3. Proposals submitted via fax or E-mail will not be accepted.
4. Read and comply as applicable with the Standard Terms and Conditions (Attachment A).
5. No taxes are to be included in any proposal or proposal price. Generally, states and political subdivisions are exempt from Federal taxes, such as excise and transportation. To the extent any sales, import or other taxes apply they are to be invoiced as a separate item.
6. Firms are urged to compute all discounts for prompt payment into the proposal prices, with terms of payment to be Net 30 days. Such proposals may receive preference. If a cash discount is proposed and accepted, it will be considered earned if paid within 30 days after receipt of correct invoice or acceptance of goods, whichever is later.
7. Trade discounts, when quoted, should be reduced to a single percentage.
8. Any proposal or bonds signed by an agent or attorney-in-fact shall be accompanied by evidence of authority.
9. It is the Firm's responsibility to correctly mark and deliver the Proposal to the Purchasing Office by the specified date and time for opening. **NO EXTENSIONS WILL BE GRANTED.**
10. The College will not reimburse the Firms for any work associated with the submission of this proposal.
11. The College will evaluate all proposals and anticipates awarding a contract no earlier than Friday, April 28, 2023. The College reserves the right to accept and/or reject any or all proposals or parts thereof.

## **ADDITIONAL INFORMATION**

### **1. GENERAL**

Unsigned or late bids will not be considered. Any discussions with College personnel other than as listed above regarding this RFP while the RFP is in progress (from the time Vendor receives this RFP until final award is made) are strictly prohibited. Such contact and discussion may result in disqualification of Vendor's proposal.

### **2. TERMINATION OF CONTRACT**

The College may terminate any award of Contract without cause and for its convenience at any time. In the event of default or non-compliance with the terms of the proposal, it may be terminated immediately. In the event of termination, the Vendor shall be obligated to complete all of its obligations and responsibilities under the terms of this proposal for work in process.

### **3. POSTPONEMENT OF OPENINGS**

A bid opening may be postponed by the College, even after the time scheduled for bid opening, if the College has reason to believe that the bids of an important segment of bidders have been delayed in the mails, or in the communication system specified for transmission of bids, for causes beyond their control and without their fault or negligence (e.g., flood, fire, accident, weather conditions, strikes, or College equipment blackout or malfunction when bids are due); or emergency or unanticipated events interrupt normal College processes so that the conducting of bid openings as scheduled is impractical. At the time of a determination to postpone a bid opening, the new time and date shall be communicated by issuance of an addendum to the prospective bidders who are likely to attend the bid opening. In the case of urgent College requirements precluding the communication of an addendum, the time specified for opening of bids shall be deemed to be extended to the same time of day specified in the bid on the first work day on which normal College processes resume. In such cases, the time of actual bid opening shall be deemed to be the time set for bid opening for the purpose of determining "late bids". The College shall maintain records in the bid file explaining the circumstances of the postponement.

### **4. ERRORS AND OMISSIONS**

All documents shall be completed and submitted as requested by the College. No claim for errors or omissions in the proposal will be considered. Firms will be held strictly to the proposal as submitted. Proposals may be withdrawn in writing, facsimile, or in person prior to the closing date and time. No proposal may be withdrawn for a period of ninety (90) days following the opening of the proposals.

It is the responsibility of the Vendor to examine the site and all conditions thereon. The proposal shall take into consideration all such conditions as may affect contract Work. No additional expense will be allowed for failure to be so informed.

### **5. COMPLETENESS AND COMPLIANCE**

Proposals will be reviewed for completeness and compliance with all requests and requirements, including proposal instructions, specifications, and terms and conditions of the Proposal. Proposals that fail to comply with the essential requests and requirements of the RFP may be rejected as non-responsive and eliminated from further consideration.

## **6. COMPLIANCE WITH LEGISLATION**

Vendor's signature shall be construed as acceptance of, and willingness to comply with, all provisions of the acts of the General Assembly of the State of Illinois relating to wages of laborers, preference to citizens of the United States and residents of the State of Illinois, discrimination and intimidation of employees, including Executive Order #11246. Provision of said acts are hereby incorporated by reference and become a part of this proposal and specifications. The Vendor shall also comply with applicable federal, state, and local laws, ordinances and regulation, and OSHA standards.

## **7. PREVAILING WAGE**

Vendor's signature shall be construed as acceptance of; and willingness to comply with, all provisions of the Illinois Compiled Statutes, Chapter 820, 130/1-130/12, Employment Wages and Hours Prevailing Wage Act. All laborers, workmen and mechanics engaged in construction will be paid not less than the "Prevailing Wage."

## **8. FIRM PRICES**

All prices shall be F.O.B. Black Hawk College, freight prepaid. Prices submitted on this document should be considered firm for a period of ninety (90) days from the due date as stated on the cover sheet of this document. Prices are to be inclusive of all fees, including but not limited to travel, fuel, vehicle fees, environmental/disposal fees, etc.

## **9. SELECTION CRITERIA**

Proposals will be evaluated on the basis of:

- Pricing
- Conformity with specifications and requirements of the RFP
- Terms of delivery
- Quality
- Serviceability

Although pricing is an important factor, the College is not obligated to make an award solely on the basis of lowest price. Inadequacy in any area may disqualify a proposal.

The proposals will be reviewed by a committee, and a recommendation will be prepared to be considered by the Board of Trustees and voted on at its Thursday, April 27, 2023 meeting. Firms that submitted proposals may seek the results of the Board's decision on Friday, April 28, 2023.

This request in no manner obligates Black Hawk College to the eventual purchase of any services described, implied or which may be proposed unless confirmed by agreement award. Black Hawk College reserves the right to accept or reject any or all proposals and waive any irregularities. The College reserves the right to request additional information or clarification on any matter included in the proposal. Upon selection of the Vendor, Black Hawk College and the Vendor will enter into an appropriate contract setting forth the terms and conditions of the parties' rights and obligations. Such contract will substantially follow the terms set forth herein except that Black Hawk College reserves the right to make changes.

The College will not pay for any information requested nor is it liable for costs incurred by the Vendor in responding to this request. Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal are not necessary or desired. All costs incurred by Vendors associated with the preparation, submission, presentation and demonstration of proposals and attendance at meetings and presentations, including but not

limited to, costs related to transportation, meals, lodging and other related expenses, will be the sole responsibility of the Vendor and will not, under any circumstances, be reimbursed by BHC.

## **10. ACKNOWLEDGEMENTS OF ADDENDA**

Signature of company official on original document shall be construed as acknowledgment of receipt of any and all addenda pertaining to this specific proposal. Identification by number of addenda and date issued should be noted on all proposals submitted.

## **11. DAMAGES AND NEGLIGENCE**

The Vendor shall protect, indemnify and hold harmless Black Hawk College, its employees and Black Hawk College Board of Trustees against any liability claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of occupancy, use, service, operations, or performance of Work in connection with the contract, resulting in whole or in part from the negligent acts or omissions of the Vendor.

## **12. INSURANCE**

Prior to beginning any Work at any Black Hawk College location, facility, or property, the Vendor shall furnish a Certificate of Insurance evidencing the existence of the following coverages:

- A. Commercial General Liability
  - 1. General Aggregate Limit - \$2,000,000
  - 2. Products – Completed Operations Aggregate Limit - \$2,000,000
  - 3. Personal and Advertising Injury Limit - \$2,000,000
  - 4. Each Occurrence Limit - \$1,000,000
- B. Automobile Liability
  - 1. Each Accident - \$1,000,000.
- C. Workers Compensation - Statutory
- D. Employers Liability
  - 1. Bodily Injury By Accident - \$500,000 each accident
  - 2. Bodily Injury By Disease - \$500,000 each employee
  - 3. Bodily Injury By Disease - \$500,000 policy limit

Black Hawk College, its employees and Black Hawk College Board of Trustees shall be named as Additional Insureds with respect to Commercial General and Automobile Liability Coverages. The Certificate shall provide not less than 30 days advance notice in writing in the event of change or cancellation. The Vendor's insurance carrier shall waive subrogation; such stipulation shall be indicated on the Certificate of Insurance.

Vendors needing access to College computer systems shall provide a Certificate of Cyber Liability Insurance with limits of at least \$5,000,000 including coverage for credit monitoring services post breach, with Black Hawk College, its employees, and Black Hawk College Board of Trustees named as Additional Insureds. The Certificate shall provide not less than 30 days advance notice in writing in the event of change or cancellation.

## **13. ASSIGNMENT**

Vendor shall not assign any contract with the College without the prior written consent of Black Hawk College. Assignment shall in no way relieve the Vendor of any of its obligations.

#### **14. INSPECTION**

The College shall reserve the right to make final inspection, and finding the goods and services (the "Work") to be in full compliance with all requirements set forth, will accept the Work. The Vendor shall maintain all parts of the Work at his own expense until final acceptance of the entire Work by the College. If any defects or omissions in the Work are hidden or concealed at the time of acceptance but become apparent within one year after the final acceptance of the Work, the Vendor shall immediately correct and make good the same upon notice by the College, and if the Vendor fails, refuses or neglects to do so, the College may correct and make good the same and the Vendor hereby agrees to pay on demand the cost and expense of doing such Work.

#### **15. PUBLIC DISCLOSURE**

As Black Hawk College is a nonprofit, publicly funded institution, any document submitted in response to this solicitation will not be returned, will become part of the public record, and is subject to the Freedom of Information Act (FOIA) law. As such, proposals may be released to third parties without prior notice to Vendor as required to comply with legal requirements.

#### **16. RELATIONSHIP OF PARTIES**

The parties intend that an independent relationship between the College and the Vendor will be created by this agreement. Vendor is not to be considered an agent or employee of College for any purpose and the Vendor is not entitled to any of the benefits that College provides for College's employees. It is understood that College does not agree to use Vendor exclusively. It is further understood that Vendor is free to contract with other businesses while under agreement with College.

#### **17. DCEO REQUIREMENTS**

Any Vendor who is awarded a contract that is paid for with restricted funds (such as grant funds) shall allow the grantor of the funds access to records associated with awarded contract.

#### **18. WARRANTY**

Vendor shall warrant that its goods and services shall be provided in a good and workmanlike manner.

#### **19. DRUG-FREE WORKPLACE**

Any Vendor, having 25 or more employees, does hereby certify pursuant to section 3 of the Illinois Drug-Free Workplace Act (Chapter 30 ICLS 580) that it shall provide a drug-free workplace for all employees engaged in the performance of work under any awarded contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of the contract by reason of debarment for a violation of the Illinois Drug-Free Workplace Act.



## TERMS AND CONDITIONS (Attachment A)

1. **Acceptance and Rejection:** Black Hawk College reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the bidder, to accept any item in the bid. If either a unit price or extended price is obviously in error or the other is obviously correct, the incorrect price will be disregarded.
2. **Time for Consideration:** Additional consideration may be given to bids allowing not less than 30 days for review and acceptance.
3. **Resale Price Maintenance:** Black Hawk College opposes resale price maintenance in public bidding, and bid prices based on this or other anticompetitive practice will be subject to appropriate remedies.
4. **Non-Discrimination and Affirmative Action:** The Vendor agrees not to discriminate against any client, employee, or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental, or physical disability with regard to, but not limited to, the following: Employment upgrading, demotion or transfer; recruitment or recruitment advertising; layoffs or termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any Vendor who is in violation of this clause or any applicable affirmative action program shall be barred forthwith from receiving awards of any purchase order from the State unless a satisfactory showing is made that discriminatory practices or noncompliance with applicable affirmative action programs have terminated and that a recurrence of such acts is unlikely.
5. **Sexual Harassment:** An amendment to the Illinois Human Rights Act requires eligible bidders for state contracts to implement detailed and specific sexual harassment policies. Every party bidding for and/or obtaining a public contract is required to have written sexual harassment policies that must include, at a minimum, a statement that sexual harassment is illegal, the definition of sexual harassment under state law, a description of sexual harassment (utilizing examples), the party's internal complaint process including penalties, the legal recourse, investigative and complaint process available through the Illinois Human Rights Department and the Commission including directions on how to contact the Department and Commission and the applicability of protection against as provided by the Human Rights Act.
6. **Specifications:** Any deviation from the specification set forth must be clearly pointed out; otherwise, it will be considered that items offered are in strict compliance with these specifications, and successful bidder will be held responsible therefor. Deviations should be explained in detail.
7. **Manufacturer's Names:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers used herein are for purpose of description and establishing general quality levels. Such references are not intended to be restrictive and equivalent products of any manufacturer may be offered. Determination of equivalency shall rest solely with Black Hawk College.
8. **Information and Descriptive Literature:** Bidders are to furnish all information requested and in the spaces provided on the bid invitation form. Further, as may be specified elsewhere, each bidder must submit with his bid cuts, sketches, descriptive literature, and/or complete specifications covering the products offered. Reference to literature submitted previously does not satisfy this provision. Bids in non-compliance with these requirements will be subject to rejection.
9. **Condition and Packaging:** Unless otherwise defined in the bid invitation or submission, it is understood and agreed that any item offered or furnished shall be new, in current production and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.
10. **Safety Standards:** Manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in accordance with any State or local requirements for labeling or re-examination listing or identification marking of the appropriate safety standard organization, such as the American Society of Mechanical Engineers for pressure vessels, the Underwriters' Laboratories and/or National Electrical Manufacturers' Association for electrically operated assemblies, or the American Gas Association for gas operated assemblies. Further, all items furnished by the successful bidder shall meet all requirements of the Occupational Safety and Health Act (OSHA) and State, local, and federal requirements relating to clear air and water pollution.
11. **Samples:** Samples may be requested as a part of the solicitation or after the opening of bids. When requested, they are to be furnished as called for, free of expense, and if not destroyed will upon request be returned at bidder's expense. Bidder's request for return of samples must be made not later than the date on which they are furnished. Bidder shall label each sample individually with bidder's name and item number.
12. **Governmental Restrictions:** In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of any item offered on this bid prior to delivery, it shall be the responsibility of the successful bidder to notify the Purchasing Office at once, indicating in his letter the specific regulation which requires such alterations. Black Hawk College reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract.
13. **Award, Payment, and Assignment:** Award will be made to the responsive and responsible bidder whose bid is most economical according to criteria designated in the solicitation. Acceptance is to be confirmed by purchase order issued by or on part of the using Agency, including shipping and billing instructions; the using Agency is responsible for all payments. Neither the contract nor payments due may be assigned except with prior written approval of Black Hawk College Purchasing Agent.
14. **Performance and Default:** Black Hawk College reserves the right to require performance bond from successful bidder. Otherwise, in case of default on part of the contractor Black Hawk College may procure the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby. The accepted remedies of force majeure will be considered in assessing any contractor default.
15. **Patents:** The contractor agrees to hold and save Black Hawk College, its officers, agents, and employees harmless from liability of any kind, including costs and expenses, with respect to any claim, action, cost, or judgment for patent infringements arising out of purchase or use of equipment, materials, supplies, or services covered by this contract.
16. **Reserved:** (Reserved for including any additional Standard Provisions that may be required.)
17. **Singular - Plural:** Words in the singular number include the plural and these in the plural include the singular, unless the context directs otherwise.
18. **Advertising:** In submitting a bid, bidder agrees not to use the results therefrom as a part of any commercial promotion or advertising without prior approval of Black Hawk College Purchasing Agent.

**EXECUTION OF PROPOSAL**  
**(Attachment C)**

PLEASE PROVIDE TWO (2) ORIGINAL COPIES

Purchasing  
LINCOLN ELECTRIC K4914-1 VIRTUAL WELDER RFP 10-23  
Black Hawk College  
6600 34<sup>th</sup> Avenue  
Moline, IL 61265

I have examined the specifications and instructions included herein and agree, provided I am awarded a contract within **ninety (90) days of April 27, 2023**, to provide the specified items and/or services or Work as described in the specifications and instructions for the sum in accordance with the terms stated herein. All deviations from specifications and terms are in writing and attached hereto.

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

SIGNED (IN INK) \_\_\_\_\_

PRINTED NAME \_\_\_\_\_ DATE \_\_\_\_\_

TITLE \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

**ACCEPTANCE OF PROPOSAL**

**LINCOLN ELECTRIC K4914-1 VIRTUAL WELDER RFP 10-23**

Your proposal is accepted as indicated on this copy.

Date: \_\_\_\_\_ By: \_\_\_\_\_

Director of Purchasing and Auxiliary Services  
Black Hawk College

**VENDOR CERTIFICATION**  
**720 ILCS 5/ ARTICLE 33E**  
**(Attachment D)**

Under penalty of perjury, the undersigned hereby certifies that it is not barred from bidding on this contract as a result of violation of either Section 33E-3 or Section 33E-4 of the Illinois Compiled Statutes 720 ILCS 5/Article 33E, and that this offer has not been arrived at collusively in violation of any law.

Company Name \_\_\_\_\_

By \* \_\_\_\_\_

Address \_\_\_\_\_

City/State/ZIP \_\_\_\_\_

\* Must be actual signature in ink of a representative of Vendor authorized to legally commit the Vendor.

Additional Criminal Offenses concerning "Interference with Public Contracting" stated in the Statutes include, but are not limited to the following:

- Section 33E-3 Bid-rigging: A person commits a Class 3 felony who colludes with another person(s) with the intent that the bid(s) submitted shall result in the award of a contract to a particular person.
- Section 33E-4 Bid rotating: A person commits a Class 2 felony who colludes with another person(s) with the intent that the bid(s) submitted shall result in a pattern over time of bid awards being rotated or distributed among those persons.
- Section 33E-6 (d) Interference with contract submission and award by public official: A person commits a Class A misdemeanor who receives a communication(s) from a public official outside of the formal bid process (e.g., the bid document(s), the pre-bid meeting, etc.) concerning the specifications or contractors in a sheltered market, and that information is not made generally available to the public, and as a result reasonably believes the award of the bid is likely influenced, or the information specifies that the bid will be accepted only if specified individuals are included as subcontractors, and the person fails to inform either the Attorney General or the State's Attorney for the county in which the unit of government is located.
- Section 33E-7 Kickbacks: A person commits a Class 3 felony that provides, attempts to provide, or offers to provide, any kickback. A person commits a Class 3 felony that solicits, accepts, or attempts to accept any kickback. A person commits a Class 3 felony that includes the amount of any kickback in the bid price. A person commits a Class 4 felony that fails to report any kickback offer or solicitation to law enforcement officials.
- Section 33E-8 Bribery of inspector: A person commits a Class 4 felony that offers anything to an inspector with the intent of receiving wrongful certification or approval of the work. A person commits a Class 3 felony that accepts such bribe. A person commits a Class 3 felony that fails to report a bribe offer.
- Section 33E-11: A person commits a Class 3 felony that bids despite being barred from bidding due to a violation of Section 33E-3 or Section 33E-4
- Section 33E-14 False Statements: A person commits a Class 3 felony that makes false statements for the purpose of influencing the action of the unit of government in considering a vendor application.
- Section 33E-18 Stringing of bids: A person commits a Class 3 felony that knowingly structures, attempts to structure, or assists in structuring a contract to evade the bidding process.

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

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The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minorities, female, or persons with disabilities (BEP Certified vendor), 30 ILCS 575/0.01 et seq.

**Aspirational Goal:** This solicitation includes an aspirational goal of **30%** participation of BEP certified vendors to perform or provide the anticipated services and/or supplies required by this solicitation.

- If the bidder itself is already a BEP Certified vendor, the entire aspirational goal is therefore met, however **bidder still must submit a Utilization Plan indicating that the aspirational goal will be met by self-performance by checking the first(1<sup>st</sup>) box on the Utilization Plan and including a copy of their certification.**
- If the bidder itself is NOT BEP Certified but meets or exceeds the aspirational goal through the utilization of BEP Certified sub-contractors, **bidder still must submit a Utilization Plan indicating that the aspirational goal will be met by checking the second (2<sup>nd</sup>) box on the Utilization Plan, filling out and submitting the Certified Subcontractors form, and including a copy of each subcontractor's certification.**
- If the bidder cannot meet the aspirational goal, they **still must submit a Utilization Plan indicating that they've made a good faith effort towards meeting the aspirational goal by checking the third (3<sup>rd</sup>) box on the Utilization Plan, filling out and submitting the Good Faith Efforts Contact Log, documenting its efforts to contract with BEP Certified vendors.**
- All of the above-mentioned forms are due at the time of bid or offer submission and become part of the contract.

**Utilization Plan:** Bidder may not make changes to its contractual BEP Certified vendor commitments or substitute BEP certified vendors without the prior written approval of the College. Bidder or bidder's proposed Subcontractors, must be certified with CMS as a BEP Certified vendor at the time of bid or offer, and not after-the-fact.

**BEP Certified Vendor Locator:** Bidders may search the CMS BEP Vendor Directory at:  
<https://cms.diversitycompliance.com/>

- Click the "BEP and/or VBP Certification Director" button
- A separate window will open "Search Registered Vendor Directory".
- Scroll to the bottom of that page, check the "I'm not a robot" box. You can either look up vendors individually or download the entire directory.

**Calculating BEP Certified Vendor Participation:** Only the value of the work actually performed or goods/equipment provided by the BEP certified vendor shall be counted towards the aspirational goal. This includes BEP certified vendor manufacturers, regular dealers, suppliers, or delivery services. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract can be counted toward the aspirational goal as well. **Work that a BEP certified vendor subcontracts to a non-BEP certified vendor will not count towards the goal.**

**UTILIZATION PLAN**

Bidder submits to the following statement (choose one):

- Bidder is a BEP Certified firm and plans to fully meet the established aspirational goal through self-performance and has submitted a copy of their certification, or
- Bidder has identified BEP Certified subcontractor(s) to fully meet or exceed the established aspirational goal and submits the attached Certified Subcontractors Form and a copy of each subcontractor's certification, or
- Bidder has made good faith efforts towards meeting the aspirational goal, or a portion of it, and submits a copy of the Good Faith Efforts Contact Log.

Bidder responsible for compliance with this BEP goal:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_



