COLLEGE OF DUPAGE
REGULAR BOARD MEETING

BOARD APPROVAL

1. SUBJECT

Civil Engineering Design Services for the College of DuPage Roadway and Sidewalk Maintenance and Improvements Project

2. REASON FOR CONSIDERATION

Contracts exceeding the statutory limit of $25,000 must be approved by the Board of Trustees.

3. BACKGROUND INFORMATION

The College of DuPage was notified in the Fall of 2018 that the Capital Development Board (CDB) would be appropriating $709,055.00 in funds for distribution to several capital improvement or maintenance projects previously identified by the College. One such project encompasses parking areas, roadways and sidewalks that require maintenance to extend useful life or the removal and replacement of locations deemed deteriorating or could become unsafe if not repaired. The CDB agreement requires the College to provide 25% matching funds. The total 2019 pavement improvement total project budget under that agreement is capped at $475,000.00, with the College providing $118,750.00 and the State providing the remainder of the funds.

The maintenance and repair work anticipated requires professional design and construction administration services from firms currently pre-qualified with the CDB. The CDB process requires that the College conduct a qualifications based selection process to determine the most qualified firm and submit that recommendation to the CDB. The CDB will then negotiate and contract directly with this design professional.

A legal notice for a Request for Qualifications (RFQ # 2019-R0012) was published on December 21, 2018, in the Daily Herald; the RFQ was also posted on the College of DuPage Purchasing website, and distributed to in-district Chambers of Commerce and to the College of DuPage Center for Entrepreneurship. Twelve (12) vendors were directly solicited. Thirty-nine (39) vendors downloaded the RFQ documents. A public opening was held on January 23, 2019, at 1:00 p.m. in the College of DuPage Purchasing Department Conference Room (BIC 1B03A). The following individuals attended: Jacoby Radford (COD Purchasing Manager/Facilitator), Steven Lakey (COD Student Worker/Recorder), Judy Coates (COD Manager, Learning & Organizational
Development/Agent of the Board), and Don Inman (COD Senior Project Manager/Facilities). Ten (10) responses were received. Two (2) women/minority-owned businesses submitted responses.

Two (2) responses were received after the specified RFQ deadline. The proposals received from Primera and RTM Associates were rejected and returned unopened.

An evaluation committee consisting of the following four (4) employees assessed the submittals.

Don Inman - COD Senior Project Manager/Facilities
Bruce Schmiedl - Interim Transition Manager/ Facility Management
Dirk Heid - Manager, Building and Grounds/Facilities
John McGarry – COD Purchasing Buyer/Purchasing Department

The submittals were evaluated based upon criteria set forth in the RFQ; the scoring matrix below reflects the averages of all individual committee member scores:

<table>
<thead>
<tr>
<th>Selection Criteria</th>
<th>Weighted Percentage</th>
<th>V3 Companies</th>
<th>GEI Consultants, Inc.</th>
<th>Engineering Resource Associates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Relevant Experience/Qualifications – Civil Engineering</td>
<td>30%</td>
<td>2.55</td>
<td>2.48</td>
<td>2.48</td>
</tr>
<tr>
<td>Firm Resources/Staff Team</td>
<td>25%</td>
<td>2.13</td>
<td>2.06</td>
<td>2.06</td>
</tr>
<tr>
<td>Satisfactory Client Performance with Similar work</td>
<td>15%</td>
<td>1.28</td>
<td>1.16</td>
<td>1.24</td>
</tr>
<tr>
<td>Proposed Completion Schedule</td>
<td>15%</td>
<td>1.20</td>
<td>1.05</td>
<td>1.09</td>
</tr>
<tr>
<td>Project Understanding &amp; Methodology</td>
<td>10%</td>
<td>0.80</td>
<td>0.78</td>
<td>0.85</td>
</tr>
<tr>
<td>Financial Stability</td>
<td>5%</td>
<td>0.29</td>
<td>0.29</td>
<td>0.26</td>
</tr>
<tr>
<td>Total Points (scale 1-10)</td>
<td>100%</td>
<td>8.24</td>
<td>8.10</td>
<td>7.98</td>
</tr>
</tbody>
</table>

Recommended firm in bold and shaded

The actual contract amount for the recommended design professional will be determined by the Capital Development Board. The College will be responsible for 25% of that contract amount.

This contract supports the Strategic Long Range Plan Goal #8 Infrastructure: Maintaining, improving and developing structures systems and facilities necessary for the delivery of high quality education and meaningful cultural events.
This contract complies with State Statute, Board Policy and Administrative Procedure.

4. **RECOMMENDATION**

That the Board of Trustees authorizes the College Administration to recommend to the Capital Development Board to enter into contract negotiations with V3 Companies, 7325 Janes Avenue, Woodridge, 60517 for the design and construction administrative services for the College of DuPage Roadway and Sidewalk Maintenance and Improvements Project.

Staff Contact:  Bruce Schmiedl – Director of Facilities  
Ellen Roberts – Interim VP of Administrative Affairs
SIGNATURE PAGE FOR

Civil Engineering Design Services for College of DuPage Roadway and Sidewalk Maintenance and Improvements Project.

ITEM(S) ON REQUEST

That the Board of Trustees authorizes the College Administration to recommend to the Capital Development Board to enter into contract negotiations with V3 Companies, 7325 Janes Avenue, Woodridge, 60517 for the design and construction administrative services for the College of DuPage Roadway and Sidewalk Maintenance and Improvements Project.

Frank J. Rudicel
BOARD CHAIR
3/21/19

Christine M. Ferme
BOARD SECRETARY
3/21/19
2019-R0012 CIVIL ENGINEERING DESIGN SERVICES

ADDENDUM # 1

January 11, 2019

This addendum is being issued to update the specifications and provide additional information.

This information becomes part of the RFQ Documents upon receipt. Please review and incorporate into your RFQ accordingly.

For which Qualifications are scheduled to be received on January 23, 2019 no later than 1:00 p.m., Central Time.

Qualifications will be received by the College of DuPage, District 502, at the office of the Purchasing Manager, Berg Instructional Center (BIC) Building, Room 1B03, 425 Fawell Blvd., Glen Ellyn, IL 60137.

The signed Addendum acknowledgment is required to be returned with your Qualifications no later than the due date set forth for this Request for Qualification.

Section I. Questions and Responses

Below are the questions and responses to the RFQ specifications:

<table>
<thead>
<tr>
<th>Question</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. For the BEP requirement, will a firm qualified under IDOT’s minority program (IL UCP) be sufficient to meet the BEP goal for this submittal?</td>
<td>The College accepts certification from qualified firms that are certified under the Illinois Central Management Services (CMS) Business Enterprise Program which can be counted toward the BEP Aspirational Goal. Firms that posse an active certification with CMS will be eligible to count toward the BEP goals for community colleges.</td>
</tr>
<tr>
<td>Question</td>
<td>Response</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>2. Is there an individual in the Purchasing Department to whom we address the transmittal letter of interest? If so, can I have his/her name and title please?</td>
<td>Not required.</td>
</tr>
<tr>
<td>3. Does the firm need to be pre-qualified vendor with the Capital Development Board in order to submit a proposal for this RFQ?</td>
<td>Firm does not have to be pre-qualified to submit its Qualifications. Firm must be a qualified CDB vendor at the time (Capital Development Board (CDB) intends to award the work, March 2019.</td>
</tr>
<tr>
<td>4. We are currently in the process of becoming a pre-qualified vendor with the Capital Development Board. Without prequalification are we still able to submit on this proposal? With the understanding this is a 30 day process (now underway) we expect to be fully pre-qualified 3-weeks before the COD Board Approval Meeting on February 21 2019.</td>
<td>Refer to Question 3.</td>
</tr>
</tbody>
</table>
This signed Addendum is required to be returned with your Qualifications no later than the due date set forth for this RFQ. If you have already submitted your Qualifications, please submit this signed form via email to purchasing@cod.edu.

You can submit this completed addendum to the Purchasing Office by one of the means below:

\textit{All issued addenda must be signed and returned to the College as per the instructions in the addenda or Qualification Response will not be accepted.}

**Section II. Acknowledgment**

You can submit this completed addendum to the Purchasing Office by one of the means below:

1. If you have not yet submitted your Qualifications, please sign this addendum and include with your Qualifications.
2. If you have already submitted your Qualifications, please sign and return to the Purchasing office via email at purchasing@cod.edu no later than the scheduled RFQ deadline. We will make sure it accompanies your Qualifications.

You also have the option of withdrawing your RFQ, if necessary.

\textbf{I HAVE RECEIVED THIS ADDENDUM #_______}

\begin{tabular}{|l|}
\hline
\textbf{Company Name:} \hline
\textbf{Address:} \hline
\textbf{Authorized Signature:} \hline
\end{tabular}
COMMUNITY COLLEGE DISTRICT NO. 502

REQUEST FOR QUALIFICATIONS

CIVIL ENGINEERING DESIGN SERVICES
RFQ NUMBER:  2019-R0012

PROPOSALS DUE:  Wednesday, January 23, 2019 at 1:00 p.m. Central Time

In the event of College closure due to inclement weather, RFQ deadline will be extended to the next business day at the same time.

SEND RESPONSES TO:  COLLEGE OF DUPAGE
PURCHASING DEPARTMENT
BIC BUILDING, ROOM 1B03
425 FAWELL BLVD.
GLEN ELLYN, ILLINOIS  60137

ISSUED BY THE COLLEGE OF DUPAGE PURCHASING DEPARTMENT
December 21, 2018

REQUEST FOR QUALIFICATIONS

Letters of Interest and Qualification Materials for Civil Engineering Design Services for the College of DuPage, RFQ Number 2019-R0012, will be received by the College of DuPage, District 502, at the office of the Purchasing Manager, Berg Instructional Center (BIC) Building, Room 1B03, 425 Fawell Blvd., Glen Ellyn, IL 60137, until 1:00 p.m. Central Time, Wednesday, January 23, 2019, at which time the respondents names will be read publicly.

In the event of office closure due to inclement weather, RFQ deadline will be extended to the next business day at the same time.

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

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

Respondents may download the RFQ in addition to any future addenda from the College’s Purchasing website at the following URL address: http://cod.edu/about/purchasing/requests/index.aspx

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

No. 2019-R0012

The College of DuPage is accepting Qualifications for a Civil Engineering Design Services for the College of DuPage. The RFQ documents may be downloaded from the Purchasing Website at: www.cod.edu/about/purchasing/requests/ by clicking on the link for this RFQ and following the instructions.

Responses are due to the Purchasing Department no later than 1:00 p.m. Central Time, Wednesday, January 23, 2018 at which time the Respondents names will be read publicly.

The College of DuPage is committed to the economic development of disadvantaged business enterprises; qualified Minority, Women, and Persons with Disabilities Owned Businesses are highly encouraged to participate.

College of DuPage Board of Trustees Reserves the right to reject any and/or all responses. This invitation is issued in the name of the Board of Trustees of College of DuPage, Community College District 502, Glen Ellyn, Illinois.
RFQ SUBMISSION CHECKLIST

Things to Remember When Submitting Qualifications to the College of DuPage

1. **Read the entire document.** In your review, note critical items such as: blackout period, required goods and services; submittal dates, submission requirements, etc.

2. **Note the contact information provided.** The Purchasing Office at purchasing@cod.edu is the single point of contact for this RFQ and is the only contact with whom you are allowed to communicate regarding this RFQ. This person is an excellent source of information for any questions you may have.

3. **Take advantage of the “question and answer” period.** Submit your questions to the Purchasing Department by the deadline noted in the RFQ and view the answers given in the formal addenda issued for this RFQ. All addenda issued for an RFQ will be emailed to each company that downloaded the RFQ documents from the College website, and will include all questions asked and answered concerning the RFQ. Please ensure when downloading the RFQ documents, you use a valid email address.

4. **Do not alter, add to, or delete any part of the RFQ documents without prior approval.** Please refer to the section titled *Exceptions* for instruction on how to request a deviation to the original RFQ.

5. **Ensure all addenda are signed.** Before submitting your response, check the College Purchasing website at http://www.cod.edu/about/purchasing/requests/index.aspx to see whether any addenda were issued for this RFQ. If so, you must submit a signed copy of the addenda along with your Qualifications response.

6. **Review and read the RFQ document again to make sure you have addressed all requirements.** Your original response and the requested electronic copy must be identical and be complete. The copies are provided to an Evaluation Committee and will be used to score your response. Qualifications will not be accepted if Sections 6, 7, and 8, are not completed. *(Please note there are two (2) signature lines in Section 8 that must be signed.)*

7. **Submit your response on time.** Note the date and time listed on the front page of the RFQ and be sure to submit all required items on time. Late responses will not be accepted and will be returned, unopened. Ensure the envelope/box(es) containing your qualifications is appropriately labeled. Please allow adequate time for delivery to the Purchasing Department.

8. **Important dates to know:**

   - RFQ Publication Date – 12/21/2018
   - Questions Due – 1/8/2019 by 12:00 p.m. Central Time
   - Qualifications Due – 1/23/2019 at 1:00 p.m. Central Time
   - Target Board Approval Date – 2/21/2019
1.0 GENERAL INFORMATION

1.1. DEFINITIONS

A. RESPONDENT shall mean the individual or business entity submitting Qualifications to supply any or all of the services or goods required by the Contract Documents.

B. RESPONSE shall mean the RFQ Documents as completed by the Respondent which constitutes the Respondent's qualifications.

C. CONTRACT shall mean the agreement between the College and Contractor as set forth in the resulting Contract Documents and as awarded by the College of DuPage Board of Trustees.

D. CONTRACTOR shall mean the individual or business entity submitting a response and to whom the College of DuPage Board of Trustees awards the resulting Contract.

E. COLLEGE shall mean the College of DuPage, Community College District No. 502, a body politic and corporate of the State of Illinois.

F. PURCHASING MANAGER shall mean the Purchasing Manager of the College of DuPage.

G. SPECIFICATIONS shall mean the description of the required services, Contract Goods, equipment, personnel, volume and use statistics and all requirements for the scope of work set forth in the Contract Documents.

1.2. REGULATIONS

The Contractor, or Subcontractor, warrants that they are familiar with and they shall comply with all Federal, State, and Local Laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the resulting Contract, including, without limitation, Workmen's Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours and regulations with respect to use of explosives. No plea of misunderstanding or ignorance thereof will be considered. Whenever required, the Contractor, or Subcontractor, shall furnish the college with satisfactory proof of compliance with said Federal, State and Local Laws, statutes, ordinances, rules, regulations, orders, and decrees.

1.3. COMPLIANCE WITH LAWS - PUBLIC CONTRACTS

This project will result in a contract, subject to laws and ordinances governing public contracts. The winning Respondent(s) shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State and other local government agencies which may in any manner affect the preparation of the response or the performance of the resulting contract. If the winning Respondent(s) observes that any of the contract documents are at variance therewith, it shall promptly notify the Purchasing Manager in writing and necessary changes shall be effected by appropriate modification.

1.4. MODIFICATIONS

Unless indicated, it is understood that qualifications are in strict accordance with specification requirements. Qualification responses shall be deemed final, conclusive, and irrevocable. No submissions shall be subject to correction or amendment for any error or miscalculation.

1.5. AWARD OF CONTRACT

The award of the contract will be made following completion of respondent interviews, a recommendation by an Evaluation Committee based upon pre-determined evaluation criteria and weighting, Board of Trustee approval, and successful contract negotiations. The successful Respondent(s) will be notified by electronic mail that they are being recommended to the Board of Trustees. Notification will also be posted on the
College’s Purchasing website at http://www.cod.edu/about/purchasing/. Failure to execute performance as per accepted qualifications and successful contract negotiations may result in legal action by the College of DuPage to recover damages.

1.6. COMPETENCY OF RESPONDENT

No response will be accepted from, or contract awarded to, a Respondent that is in arrears or is in default to the College upon any debt or contract, or that is a defaulter, as surety or otherwise upon any obligation to said College, or has failed to perform faithfully any previous contract with the College.

1.7. ACCEPTANCE OF QUALIFICATIONS

The Purchasing Manager shall notify the successful Respondent(s), in writing, of the award of the contract by the College following successful contract negotiations. Upon receipt of the Notice of Award, the Contractor shall promptly secure, execute and deliver to the Purchasing Manager any documents required herein.

1.8. PAYMENT TERMS

All invoices must be provided to the College for services rendered directly to the College. Undisputed invoices will be paid to the contractor within sixty (60) days of receipt of properly submitted invoices, in accordance with the Local Government Prompt Payment Act.

1.9. PAYMENT REMITTANCE

All College vendors are required to receive payment from the College via an Automated Clearing House (ACH) transfer. Instructions to register for ACH payments will be sent, upon request, to successful Respondents. Failure to comply with the ACH requirements may result in termination of the contract or purchase order. College ACH transfers typically occur the third week of each month. Invoices must be received at least 3 weeks prior to each ACH payment release. You are strongly encouraged to set up your account upon notice of award to avoid a delayed payment.

1.10. TAX EXEMPTION

College of DuPage District #502 is exempt from Federal, State and Municipal taxes. Exemption certificates will be furnished upon request.

1.11. CASH BILLING DISCOUNTS

Cash billing or percentage discounts for payment will not be considered in evaluating Proposals.

1.12. EQUAL EMPLOYMENT OPPORTUNITY

In the hiring of employees for the performance of work under the resulting contract and any subcontract thereunder, no Contractor or Subcontractor shall, by reason of race, color, sex, religion, national origin, ancestry, age, marital status, disability, unfavorable military discharge or sexual orientation discriminate against any citizen of the United States, in the employment of Labor or workers, who are qualified and available to perform work to which the employment is related. Neither shall any Contractor or Subcontractor, or any person on behalf of either, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, color, sex, religion, national origin, ancestry, age, marital status, disability, unfavorable military discharge or sexual orientation.

1.13. HOLD HARMLESS CLAUSE

Contractor shall indemnify, hold harmless and defend the College of DuPage, its officers, trustees, agents, servants, and employees, from and against any and all claims, lawsuits, demands, liabilities, and losses whatsoever occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all
claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with Contractor’s performance of this agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the College of DuPage.

“Contractor’s performance” includes Contractor’s action or inaction and the action or inaction of Contractor’s officers, employees, agents and Subcontractors.

1.14. LIABILITY INSURANCE

The Respondent shall not commence work under this contract until all insurance required herein is obtained and approved by the College. Nor shall the Respondent allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

The Respondent shall furnish the College of DuPage with a Certificate of Insurance, with College of DuPage, its trustees, officers, agents, employees, and any other parties designated by COD named as an additional insured for Commercial General and Automobile Liability, showing the minimum coverage indicated below. Insurance companies must have a Best Rating of at least A VI and otherwise be acceptable to the College. Worker’s compensation insurance shall include a waiver of subrogation in favor of the College of DuPage. The College will also be shown as the certificate holder. Further, the Certificate of Insurance shall state that coverage provided is primary to any other coverage available to College of DuPage. An endorsement page showing coverage must accompany the certificate of insurance. The foregoing certificate shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least sixty (60) days prior written notice has been given to College of DuPage.

<table>
<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>MINIMUM INSURANCE COVERAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commercial General Liability including:</td>
<td>Combined Single Limit Per Occurrence/Aggregate</td>
</tr>
<tr>
<td>1. Premises – Operations</td>
<td>$1,000,000 / $2,000,000</td>
</tr>
<tr>
<td>2. Explosion, Underground and Collapse Hazard</td>
<td></td>
</tr>
<tr>
<td>3. Products/Completed Operations</td>
<td></td>
</tr>
<tr>
<td>4. Contractual Insurance</td>
<td></td>
</tr>
<tr>
<td>5. Broad Form Property Damage</td>
<td></td>
</tr>
<tr>
<td>6. Independent Contractors</td>
<td></td>
</tr>
<tr>
<td>7. Bodily Injury</td>
<td></td>
</tr>
</tbody>
</table>

Automobile Liability
Owned, Non-owned, or Rented $1,000,000 / $2,000,000

Workers’ Compensation and Employer’s Liability As Required by Applicable Laws.

Professional Liability $3,000,000 / $3,000,000

1.15. BUSINESS ENTERPRISE PROGRAM

The College of DuPage encourages the participation of qualified minorities, females, and persons with disabilities owned businesses in public contracts. It is the practice of the College to ensure full and equitable economic opportunities to persons and businesses that compete for business with the College of DuPage, including minorities, females, and persons with disabilities owned business enterprises. The College is committed to the economic development of disadvantaged business enterprises and the award of contracts to businesses owned by minorities, females, and persons with disabilities for services to the extent provided by the Business Enterprise for Minorities, Females and Persons with Disabilities Act (“Act”), 30 ILCS 575.

This solicitation contains an Aspirational goal of 20% to include businesses owned and controlled by minorities, females and persons with disabilities in the procurement and contracting/subcontracting processes.

END OF SECTION
2.0 INSTRUCTIONS TO RESPONDENTS

2.1. OUTSIDE DOCUMENT DISCLAIMER

The College of DuPage cannot warrant, represent, or guarantee the accuracy or completeness of documents which have not been obtained directly from the College. If you have obtained these documents from a third party source, the College is not responsible for any loss or damage including, but not limited to, time, money, or goodwill arising from errors, inaccuracies or omissions in any third party documents.

To obtain official documents, please visit: https://www.cod.edu/about/purchasing/requests/index.aspx. Click on the link for this project, and follow the prompts to enter your information onto our vendor list and download the original documents. This will ensure your contact information is registered on our vendor list, and we can send you any addenda that may be issued. This website is the only official website for prospective Respondents to obtain digital copies of RFQ documents. It is the responsibility of each prospective Respondent to verify the completeness of their printed RFQ documents before submitting a response and accompanying executed addenda acknowledgement, and other required forms.

2.2. BLACKOUT PERIOD

Under no circumstances are respondents to contact or discuss this Request for Qualifications, or any of the information contained herein or about this project in general, with any College of DuPage trustee, employee, vendor, contractor or subcontractor, other than using the methods outlined in this RFQ. Respondents are strictly forbidden from visiting the College’s locations or approaching any College trustee, employee, vendor, contractor or subcontractor for any information related to this RFQ or this project without the direct knowledge and authorization in writing in advance from the Purchasing Manager or Buyer. Violation of these provisions may subject the respondent to immediate disqualification.

Initial understanding of this requirement: _____________________

2.3. REQUESTS FOR INFORMATION/CLARIFICATION

Respondents must communicate only with the Purchasing Department. If any firm submitting a response for this project is in doubt as to the true meaning of the specifications or other documents or any part thereof, Respondent shall request clarification from the Purchasing Department. Questions must be submitted in writing and be directed via email to the Purchasing Department at purchasing@cod.edu no later than Tuesday, January 8, 2019 at 12:00 p.m. Central Time. Questions for which answers are provided will be communicated to all registered recipients of RFQ documents via addendum.

2.4. PROPOSAL DEADLINE AND SUBMISSION

To be assured of consideration, Qualifications Submittals must be received by the College of DuPage in the College’s in Purchasing Department, BIC-1B03, no later than 1:00 p.m. Central Time on Wednesday, January 23, 2018. Failure by a delivery service company or person to meet the deadline will not excuse the Respondent from the deadline requirement. It is solely the Respondent’s responsibility to ensure that adequate time is allowed for timely, accurate delivery and that the Qualifications Submittal is received as required.

A. The outside of each sealed envelope or package must be labeled as follows and must be delivered to the following address:

Purchasing Manager
Attn: 2019-R0012
College of DuPage
425 Fawell Blvd
BIC Building - Room 1B03
Glen Ellyn, Illinois 60137
B. The sealed envelope and/or boxes submitted by the Respondent **MUST** carry the following information on the face of the envelope:

**Qualifications Enclosed**
Request for Qualifications (RFQ) for Civil Engineering Design Services for the College of DuPage 2019-R0012
Due: Wednesday, January 23 2019 at 1:00 p.m.
Submitted by: (Name of Respondent, Address, Contact Person)

Unless otherwise stated, all blank spaces on the forms shall be fully completed. Respondent bears all responsibility for error or omissions in their submission.

C. Respondents must submit the following items in a sealed envelope or box:

<table>
<thead>
<tr>
<th>Qualifications Item(s)</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>• Original Copy – Paper ........................................</td>
<td>1</td>
</tr>
<tr>
<td>• Duplicate Copy – Paper........................................</td>
<td>4</td>
</tr>
<tr>
<td>• Electronic Copy - USB Flash drive containing all documents in</td>
<td></td>
</tr>
<tr>
<td>searchabale PDF format. ........................................</td>
<td>1</td>
</tr>
</tbody>
</table>

The original documents must be clearly marked as “ORIGINAL”, and must bear the original signature of an authorized corporate agent on all documents requiring a signature. Respondent must enclose all documents in sealed envelopes or boxes.

2.5. **EXCEPTIONS**

If any Respondent intends to take any deviations or exceptions from the specifications or other RFQ documents, Respondent shall submit to the Purchasing Manager a written request for a deviation or exception. If the Purchasing Manager considers such deviation or exception acceptable, the Purchasing Manager shall issue an Addendum setting forth such deviation or exception from the specifications or other which shall be applicable to all Respondents submitting a response.

If no Addendum is issued by the Purchasing Manager, then such deviation or exception shall be deemed rejected. The College may reject any response containing deviations or exceptions not previously accepted through a written Addendum.

A copy of such Addendum will be e-mailed or delivered to each Respondent receiving a set of such RFQ Documents. Respondent shall acknowledge receipt of each Addendum issued in the space provided on the RFQ form or via a signed addendum. Failure to acknowledge receipt of addenda will result in disqualification of the Submission.

All requests for deviations or exceptions must be sent in writing to purchasing@cod.edu at least five (5) days prior to the date and time set forth as the RFQ Due Date. The College shall not be responsible for nor bound by any oral instructions, interpretations, or explanations issued by the College or any of its representatives.

**Initial understanding of this requirement:** _____________________

2.6. **ERROR IN QUALIFICATIONS SUBMITTALS**

Where a Respondent claims to have made a mistake, such mistake must be called to the attention of the Purchasing Manager within twenty-four (24) hours after the opening of responses. Within forty-eight (48) hours of the advertised RFQ deadline, Respondent shall submit to the College’s designated Purchasing Manager original documentary evidence and a detailed explanation of how the mistake was made. Failure to conform to this requirement precludes the Respondent from withdrawing its response based upon a mistake. If such notice, proof and explanations have been tendered, and the Purchasing Manager is convinced that a bona fide mistake has been made, the Purchasing Manager may recommend to the Board of Trustees that the Respondent be allowed to withdraw its response and recommend that the contract be
awarded to the next responsible, responsive Respondent. If the Board determines by majority vote, that the Respondent has made a bona fide error, no award will be made upon such response.

2.7. WITHDRAWAL OF QUALIFICATIONS

Respondents may withdraw their responses at any time prior to the time specified in the legal advertisement as the date and hour set for the RFQ Opening. However, no Respondent shall withdraw, cancel or modify its response for a period of ninety (90) calendar days after said advertised RFQ Opening. Requests for withdrawal must be made in writing on the Respondent’s letterhead to the College’s Purchasing Department. Respondents must make their own arrangements for the return of their Qualifications submittals.

2.8. NOTICES

All communications and notices between the College and Respondents regarding the RFQ Documents shall be in writing and hand delivered or delivered via United States mail, postage prepaid, or via email. Notices to the Respondents shall be addressed to the name and address or email address provided by the Respondents; notices to the Purchasing Manager shall be addressed to Purchasing Department, College of DuPage, BIC Building - Room 1B03, 425 Fawell Blvd., Glen Ellyn, Illinois 60137, or purchasing@cod.edu.

2.9. CONFIDENTIALITY

The Purchasing Department shall examine the responses 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 RFQ 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 RFQs, 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. It is not acceptable for materials to be marked “proprietary” in its entirety.

2.10. RESPONDENT WARRANTIES

The submission of Qualifications shall constitute a warranty that: (i) Respondent has carefully and thoroughly reviewed the RFQ Documents and has found them complete and free from ambiguities and sufficient to describe the Contract work; (ii) Respondent and all workers and/or employees it intends to use in the performance of this contract are skilled and experienced in the type of work or services called for by the RFQ Documents; and (iii) neither the Respondent nor any of its employees, agents, suppliers or subcontractors have relied on any verbal representations from the College, or any of the College’s employees, agents, or consultants, in preparing the Submission.

2.11. CONSIDERATION OF RESPONSES

The College reserves the right to reject or accept any or all Qualifications materials, to extend the response period, to waive technicalities in the RFQ Documents and/or to direct that the project be abandoned or re-issued prior to award of the contract.

The Respondent acknowledges the right of the College to reject any or all qualifications materials and to waive any informality or irregularity in any information received. In addition, the Respondent recognizes the right of the College to reject qualifications materials if the Respondent failed to submit the data required by the Request for Qualifications documents, or if the information is in any way incomplete or irregular.

END OF SECTION
3.0 SCOPE OF SERVICE

3.1. BACKGROUND

The College of DuPage (Community College District 502) is one of the largest higher education institutions in the state of Illinois with more than 28,000 students. Its main campus is in Glen Ellyn, Illinois. The College is fiscally strong with AA/Aa1 debt ratings from Standard & Poor’s/Moody’s respectively. Students can choose from more than 80 associate degree programs and 178 certificate programs, and credit hours can transfer toward earning baccalaureate degrees.

College of DuPage (COD), a community college located west of Chicago, is soliciting on interest from firms to provide professional Civil Engineering Design services to the Capital Development Board as required to:

1. Provide Design and Construction Administration services to maintain and repair the Glen Ellyn campus sidewalks, drives and parking lots. Anticipated contractor scope includes:
   - remove and replace sections of asphalt parking lots and roads
   - replace existing leaking water pipe crossing College Avenue
   - mud-jacking of concrete sidewalks slabs
   - remove and replace cracked sidewalk panels, stairs sections, ADA warning pads or broken curbs
   - re-sealing of asphalt lots and roads
   - crack sealing of asphalt lots and roads
   - addressing manhole rims that are currently above pavement

3.2. PROJECT GOALS

1. Construction begins after Spring classes are over and ends before Fall classes begin, 2019.
2. Construction Closeout is complete by October 1, 2019
3. Design and Construction Costs do not exceed $475,000.00

   Reference - Exhibit A – Campus Map designating current areas being considered

3.3. TASKS AND DELIVERABLES

1. Working sessions with COD staff to gain understanding and agreement to final scope and design concepts for implementing site maintenance projects
3. Estimate of the work prior to bid package being issued.
4. Construction Administration services such as submittal review, contractor meetings, site observation, billing review and closeout documentation.

3.4. ANTICIPATED TIMELINE

It is the intent of this RFQ that firms provide responses to include information as to the qualifications for the requirements stated for Civil Designer.

Advertise RFQ December 21, 2018
Questions Due January 8, 2019
RFQ Responses Due January 23, 2019
Response Evaluation/Interviews January 23 – February 2, 2019
COD Board Approval February 21 2019
CDB Board Approval March 2019
Contract Executed April 2019
Bidding Complete May 2019
Construction Summer 2019

*Timelines are subject to change at the discretion of the College.
3.5. MINIMUM QUALIFICATIONS REQUIRED

The College expects that firm(s) and individual(s) are in good standing with the Capital Development Board, possess a high degree of experience in the work described in section 3.1 and is intimately familiar with the products and processes necessary to provide the best value for the sitework described.

As a result, the firm(s) and/or individual(s) must possess the following attributes at a minimum:

- Demonstrated civil sitework design expertise.
- Evidence of conducting at least five (5) successful parking lot maintenance design projects of similar scope and scale in the last five years.
- Have available and capable staff to complete the assignment.

Demonstrated track record of client success as evidenced through references. Provide a list of three clients, for whom you have completed similar civil sitework design assignments in the past 5 years.

END OF SECTION
4.0 QUALIFICATIONS SUBMISSION

4.1. SUBMISSION CONTENT AND FORMAT

The Submission must be prepared on 8½" X 11" letter size paper (preferably recycled), printed double-sided, and bound on the long side. The College encourages using reusable, recycled, recyclable and chlorine free printed materials for submission, reports and other documents prepared in connection with this solicitation. Expensive papers and bindings are discouraged, as no materials will be returned. Respondent must submit a hardcopy original Submission with all exhibits in sealed envelope. The original documents must be clearly marked as "ORIGINAL," and must bear the original signature of Respondent’s authorized signatory that can bind their organization to all commitments outlined in the Submission on all documents requiring a signature. The Respondent must submit:

- one (1) original of the completed Submission
- four (4) duplicate copies of the completed Submission, and
- one (1) flash drives containing all documents in a searchable format.

Submissions should not be more than 10-20 pages not including attachments or appendices. Sections should be separated by labeled tabs and organized in accordance with subject matter sequence as set forth below. Each page must be numbered in a manner so as to be uniquely identified. Submissions must be clear, concise and well organized. Respondents must confine the submission to those matters sufficient to define its qualifications and to provide an adequate basis for the College’s evaluation.

The sections should be tabbed or clearly labeled in the order shown below:

Tab 1: Transmittal Letter of Interest and Required Forms
Include the following:
   a. Transmittal Letter - signed by an individual authorized to legally bind the Respondent.
      - Provide, on the firm’s letterhead, a letter stating your firm’s interest in performing services, a brief statement of qualifications/executive summary including an understanding of the College’s intent and objectives and how your proposed plan will achieve those objectives as listed in Section 3.1 (Background).
      - Statement referencing all addenda (If no addenda have been received, a statement to that effect should be included.).
      - Statement that summarizes any deviations or exceptions to the RFQ requirements and includes a detailed justification for the deviation or exception.
   b. Complete - Documentation needing initialing per Section 2.0
   c. Complete - Section 6.0 Certifications
   d. Complete - Section 7.0 Signature Page
   e. Complete - Section 8.0 Conflict of Interest Disclosure and Non-Collusion Form

Tab 2: Firm History and Background
Include the following:
   a. Firm name and address (office that will be performing the services). Identify location of firm’s home office or headquarters.
   b. Telephone/Fax/Website & e-mail.
   c. Type of organization ie; Corporation, Partnership, LLC, PSC, etc.
   d. Minority ownership (yes/no, percentage of ownership, if any).
   e. Confirmation that your firm is a pre-qualified Capital Development Board vendor in good standing

Tab 3: Qualification and Background
Provide evidence of the following:
   a. Proposed Project Team: Names and resumes of key personnel to be assigned to the project including, but not limited to Principal-In-Charge, Project Manager, Project Architect,
consultants, etc. Key personnel should be individuals with direct experience on projects of similar scope, scale and complexity.

b. **Schedule & Resource Overview:**
   i. Provide comment or proposed concept schedule noted in section 3.2 in terms of your firms experience as to the realizativeness of this schedule, resources that need to be allocated, level of meeting times, scope reviews, etc.
   ii. Explain current and project work load of the proposed team members during the duration of the proposed Civil Design and Construction Administration assignment.

c. **Relevant Experience:**
   i. Please provide information about recent experience with review of existing pavement, curb and flatwork. Include client name (contact name, titles, telephone numbers), project description, and project completion date.
   ii. Submit sample document from a recent asphalt parking and sidewalk repair project that is representative of the quality level that COD will receive on this project.

d. **References:**
   i. Provide three references with contact names, addresses and telephone numbers.

**Tab 4: Financial/Insurance:**
Provide evidence of the following:
- Financial Statement (most recent)
- Banking, Insurance, and Bonding References (include name, titles and phone numbers).
- Current Certificate of Insurance including Professional Liability Insurance limits.

**Tab 5: Business Enterprise Program**
The College of DuPage encourages the participation of qualified minorities, females, and persons with disabilities owned businesses in public contracts and commits to the economic development of disadvantaged business enterprises and the award of contracts to businesses owned by minorities, females, and persons with disabilities for services to the extent provided by the Business Enterprise for Minorities, Females and Persons with Disabilities Act ("Act"), 30 ILCS 575. This solicitation contains an aspirational goal of 20% to include businesses owned and controlled by minorities, females and persons with disabilities in the procurement and contracting/subcontracting processes.

Respondent must describe its plan for BEP participation and commitment to achieving meaningful technical and financial goals. Respondent must complete and submit the forms that are attached to this RFQ in Section 5 to evidence Respondent’s proposed BEP participation in some aspect of the contract.

4.2. **PROPOSAL EVALUATION**

The College will appoint an Evaluation Committee whose responsibility will be to review and evaluate proposal responses to this RFQ. The Evaluation Committee will consider the information provided in the response and the quality of that information when evaluating the Qualifications and will include a detailed analysis of the Respondent’s proposed solution, qualifications, approach and methods, and other factors based on the evaluation criteria outlined in Section 4.3 - Proposal Evaluation and Criteria.

As part of the evaluation process, the Evaluation Committee will review the information required by Section 4.1 - Submission Content & Format for each submission received. The Evaluation Committee may also review any other information that is available to it, including, but not limited to, information gained by checking references and by investigating the Respondent’s financial condition.

The College reserves the right to seek clarification of any information that is submitted by any Respondent in any portion of its submission or to request additional information at any time during the evaluation process. Any material misrepresentation made by a Respondent may void the Submission and eliminate the Respondent from further consideration.
4.3. SELECTION CRITERIA AND AWARD

An award will be made to the Respondent whose qualifications are determined to be the most responsive and responsible, and best meets the specifications, needs and objectives of the College based upon the evaluation of the information furnished, as required under this Request for Qualifications. In awarding the agreement, the College will consider a number of factors in combination when evaluating the proposals submitted, including, but not limited to:

- Company qualification, experience and background
- Project Understanding / Proposed Methodology
- Proposed Schedule/Timeline
- Firm Resources/Staff Team
- Satisfactory Performance References
- Financial Stability

The College reserves the right to determine the definition and weight given to each of these qualifying variables.

The College will appoint a Selection Committee whose responsibility will be to review all responses to this RFQ. Responses will be evaluated in accordance with this Section 4.3 and this RFQ, Qualifications Based Selection (QBS) process. A recommendation of the selected Civil Design firm will be made to the College of DuPage Board of Trustees to provide services to Capital Development Board (CBD). The Selection Committee may be made up of a variety of College and CDB stakeholders.

The selection process may include a request for oral presentations as deemed necessary by the College. The Selection Committee will endeavor to short-list firms from among those responding to the RFQ. There shall be no obligation on the part of the College to entertain presentations from any or all Respondents. However, since the College may make a recommendation without further discussion, each Respondent should include in their written submission, all statements, requirements, terms or conditions it may have and should not assume that an opportunity will exist to add such matters after the qualification is submitted.

The Selection Committee will then recommend to the College of DuPage Board of Trustees the preferred firm to request the CDB begin contract negotiations. Final selection will be determined following successful CDB negotiations with the recommended Civil Engineering firm.

The award of the contract will be after the successful negotiations between the Capital Development Board and with the recommended Civil Engineering firm.

END OF SECTION
5.0 BUSINESS ENTERPRISE PROGRAM

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 (PDBE) (collectively, BEP certified vendor(s)). 30 ILCS 575

Contract Goal to be Achieved by Vendor: This solicitation includes an Aspirational BEP participation goal of 20% based on the availability of BEP certified vendors to perform or provide the anticipated services and/or supplies required by this solicitation.

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](http://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.
The Utilization Plan and Letter of Intent must be sealed and submitted with Qualifications.

________________________________________ (Vendor) submits the following Utilization Plan as part of our submission in accordance with the requirements of the BEP Program Status and Participation section of the solicitation for Civil Engineering Design Services for the College of DuPage, RFQ Number 2019-R0007. 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: ___________________________
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.
6.0 CERTIFICATIONS

IMPORTANT: All Respondents are required to complete this form. Completed form must be returned with response by the RFQ deadline. Failure to return this completed form may result in disqualification of response.

THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COLLEGE LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

A. Prevailing Wage Act. To the extent required by law, Contractor shall not pay less than the prevailing wage as established pursuant to an Act Regulating the Wages of Laborers, Mechanics, and Other Workman employed under Contract for Public Workers 820 ILCS 130/1 et seq. Our company certifies that it is eligible for bidding on public contracts and has complied with section 11a of the Prevailing Wage Act, 820 ILCS 130.01-12. Yes______ No_____

B. Human Rights Act. To the extent required by law, Contractor shall abide by the Illinois Human Rights Act, 775 ILCS 10/0.01 et seq.

C. Drug Free Workplace. To the extent required by law, Contractor shall abide with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 et seq.

D. Sexual Harassment Policy. Contractor represents by the signing of this agreement that it has a written sexual harassment policy that is in accordance with 775, ILCS 5/2-105 (A) (4).

E. Non-debarment. By executing this agreement Contractor certifies that it has not been debarred from public contracts in the State of Illinois for violating either 33E-3 or 33E-4 of the Public Contracts Act, 720 ILCS 5/33E-1 et seq. (If Applicable)

F. Fair Employment Practice: Contractor is in compliance with all State and Federal laws regarding Fair Employment Practice as well as all rules and regulations. Yes ______ No_____


H. When required by law, the Respondent and all Respondent’s Subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor’s Bureau of Apprenticeship and Training as required by Illinois Public Act 093-0642.

ADVICE

A. MINORITY/WOMAN-OWNED, DISADVANTAGED BUSINESS? YES____ NO____. If yes, please attach copy of certification and advise certification number and expiration date below:

Name of Certifying Entity: _________________________________________________________

Certification #: _____________________________    Expiration Date:    _____

B. STATE NEGOTIATED COOPERATIVE AGREEMENT: YES ____ NO ____ Contract No. ___________

Signature
Respondent/Company Official:  _______________________________Date:  _________________________
7.0 SIGNATURE PAGE

IMPORTANT: All Respondents are required to complete and sign this form. Completed form must be returned with proposal by the RFQ deadline. Failure to return this completed form may result in disqualification of proposal.

Check One:
☐ SOLE PROPRIETOR  ☐ PARTNERSHIP (and/or JOINT VENTURE)  ☐ LIMITED LIABILITY COMPANY
☐ CORPORATION

The undersigned acknowledges receipt of a full set of RFQ Documents and Addenda Numbers ________________ (None unless indicated here). All issued addenda must be signed and returned to the College as per the instructions in the addenda or response will not be accepted.

The undersigned makes the foregoing response to RFQ subject to all of the terms and conditions of the RFQ Documents. The undersigned certifies that all of the foregoing statements of the Vendor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this response are true and correct.

BUSINESS NAME: _____________________________________________________________________________

BUSINESS ADDRESS: __________________________________________________________________________

BUSINESS TELEPHONE: ______________________  FAX NUMBER: ____________________

EMAIL ADDRESS: _________________________  CELLULAR TELEPHONE NUMBER: _____________________

FEIN/SSN: _____________________________

AUTHORIZED SIGNATURE: ___________________________________

PRINT NAME: ____________________________ TITLE: _______________________________ DATE: __________

Subscribed to and sworn before me this day of , 2018.

My commission expires: _______________

________________________________________________________________________________________

Notary Public Signature  Notary Seal

* Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.

** If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

*** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.

**** If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.

***** In the event that this Signature Page is signed by any persons other than the President and Secretary, attach either a certified copy of the corporate by-laws, a resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.
8.0 CONFLICT OF INTEREST DISCLOSURE AND NON-COLLUSION FORM

IMPORTANT: All Respondents are required to complete and sign this form. Completed form must be returned with qualifications submission by the RFQ deadline. Failure to return this completed form may result in disqualification of submission.

RFQ #: ____________________________    DATE: _______________________

CONFLICT OF INTEREST DISCLOSURE

College of DuPage (COD) reserves the right, at its sole discretion, to reject any and all responses, revise the submission timeline as described in the solicitation, and to discontinue at any time the submission process as described in the solicitation. College of DuPage is requiring that any and all relationships with the College, its Administrators, Trustees, Committee members, COD Foundation Trustees, or any other Employee of the College be disclosed in writing as a part of any response submitted. Contact with any employee of the College of DuPage during the pre-award period, except as noted in the RFQ documents, is strictly forbidden and is considered sufficient grounds for dismissal from the RFQ process.

VENDOR CONFLICT OF INTEREST DISCLOSURE

Define the relationship with any College of DuPage Administrator, Trustee, Employee, COD Foundation Board member, Committee member, or their immediate family member, with which your company or any of its owners, officers, Trustees, employees, or their immediate family, does business or is likely to do business with, or for which there is an opportunity to influence a related College decision; include the name and relationship to any immediate family member.

Vendor certifies that there is no known conflict of interest with any COD Administrator, Employee, Trustee, Committee member, or COD Foundation Trustee, or their immediate family.

Vendor Printed Name: _______________________    Title: _________________________________

Signature: _____________________________________      Date:   ____________________

NON-COLLUSION STATEMENT

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

Owners/Principal(s)

Company Name: ______________________________        Name(s)/Title(s): ________________________

Vendor Address: ______________________________ City , State, Zip:  _____________________ ___

Phone Number: ______________________________   Fax Number:  ____________________________

Email Address: ______________________________

Signature

Respondent/Company Official: ______________________________Date:  ______________________
EXHIBIT A – CAMPUS MAP

Campus Map designating current areas being considered