

MCHENRY COUNTY COLLEGE
REQUEST FOR PROPOSAL
Campus Painting Services

You are invited to submit a proposal for CAMPUS PAINTING SERVICES. Please include delivery charges in your pricing. The College is exempt from all sales tax. Proposals are due by **May 23, 2025, AT 10:00 AM**.

McHenry County College reserves the right to award all items to one vendor or to multiple vendors depending on what is considered to be in the best interest of the College.

Bids must be in accordance with the instructions contained herein. All submittals are to contain a total of one (1) original, one (1) FOIA copy, and one (1) copy in a sealed opaque envelope. **EMAILS OR FAXES ARE NOT ACCEPTABLE**

Vendors must submit their bid on the attached pricing sheet by U.S. Mail or dropping off completed sealed bid in the Business Office, Room A246. After the College has advertised for proposals, no pre-proposal vendor shall contact any College officer(s) or employee(s) involved in the solicitation process, except for interpretation of proposal specifications, clarification of proposal submission requirements or any information pertaining to pre-proposal conferences. Such bidder or sub-bidder making such request shall be made in writing at least seven (7) days prior to the date for receipt of proposals. No vendor shall visit or contact any College officers or employees until after the proposals are awarded, except in those instances when site inspection is a prerequisite for the submission of a proposal. Any such visitation, solicitation, or sales call by any representative of a prospective vendor in violation of this provision may cause the disqualification of such bidder's response. The sole point of contact is:

Sole point of contact: Patrick Sullivan
Director of Capital Projects, Improvements
psullivan@mchenry.edu

Mail, Drop Off proposal to: Maricella Garza
Coordinator of Purchasing
purchasing@mchenry.edu
McHenry County College
Building A, Room 246
8900 US Highway 14
Crystal Lake, IL 60012

Mark Outside of Envelope: Campus Painting Services RFP#05232025

GENERAL INFORMATION

1. **Key Event Dates:** The following dates are set forth for informational and planning purposes; however, MCC reserves the right to change the dates.

MCC Issues RFP listed at www.mchenry.edu/bid	May 13, 2025
Last day for vendors questions via email psullivan@mchenry.edu	May 16, 2025
Response to vendor questions will be listed by addendum at www.mchenry.edu/bid	May 19, 2025
Bid End Date	May 23, 2025, 10:00 AM CST
Bid Opening Date	May 23, 2025, 10:00 AM CST Building A, Room 217
Reviewed by MCC Evaluation Team by	May 23-28, 2025
Recommendation to Board of Trustees	May 29, 2025
Notification of Award by	May 30, 2025

2. **Interpretation or Representations.** MCC assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.
3. **Addendum:** Questions and requests for clarification are only accepted via e-mail. Official answers to questions will be provided via addendum. MCC is not responsible if a vendor does not receive the revision in time to include the information with the proposal. Any addendum will be posted to www.mchenry.edu/bid. The addendum shall be signed and included in your bid submission.
4. **Preparation Costs.** The costs for developing and delivering responses to this RFP are the responsibility of the bidder. The College is not liable for any expense incurred by the bidder in the preparation and presentation of their proposal, or any other costs incurred by the bidder prior to execution of a Purchase Order or Contract.
5. **Cancellation of RFP:** If the Coordinator of Purchasing determines that it is in MCC's best interest, he/she reserves the right to do any of the following:
- Cancel this RFP.
 - Modify this RFP in writing as needed.
 - Reject any or all proposals received in bid to this RFP.
6. **Taxes:** MCC is exempt from all federal excise, state and local taxes unless otherwise stated in this document. In the event taxes are imposed on the services purchased, MCC will not be responsible for payment of the taxes. The vendor shall absorb the taxes entirely.
7. **Late Bids. *Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration.*** It shall be the bidder's sole risk to assure delivery at the designated office by the designated time. Late bids will not be opened and may be returned to the bidder at the expense of the bidder or destroyed if requested.

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8. **Bidder's Signature.** The bid submission form must be signed in ink by an individual authorized to legally bind the business submitting the bid. The bidder's signature on a bid in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude MCC from obtaining the best possible supply or service.
9. **Bid Opening:** MCC will open all bids that are submitted in a proper and timely manner. Submission will be recorded with the names and other information specified by law and rule. All bids become the property of MCC and will not be returned except in the case of a late bid submission.
10. **Responders' Costs:** The cost of developing a bid for this RFP belongs solely to the bidder and may not be charged to MCC.

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BID SUBMISSION FORM

Bid Submitted By and Authorized Signature: The individual's signature below constitutes that the person is an officer of the company who is authorized to contractually obligate the company listed below. They further constitute that they have read and agree to all instructions and specifications listed in this bid document unless otherwise marked and listed in the "exception to bid" section.

Bid Submitted by: _____

Signature: _____

Title: _____

☐ The Owner/
Sole Proprietor

☐ Member of the
Partnership

☐ Officer of the
Corporation

☐ Member of the
Joint Venture

Company: _____

Address: _____

Email Address: _____

Telephone: _____

Date: _____

Contract Person: _____

Contract Email: _____

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SPECIFICATIONS

BID SPECIFICATIONS: McHenry County College is soliciting formal proposals from Vendors to provide Painting Services for its campus on an as needed basis for the period of three (3) years, with an option for the College to renew for two (2) additional one-year terms. The successful proposer(s) of this RFP will be responsible for providing painting services to McHenry County College and must be prepared to respond to the college's painting needs quickly and efficiently when service is needed. The specifications contained in this document are designed to accomplish this mission.

AGREEMENT PROVISIONS: If an agreement is awarded, the selected Vendor shall be required to adhere to a set of general agreement provisions which shall become part of any formal agreement. These provisions shall include, but are not limited to the following:

LOCATION: Vendor shall service the McHenry County College campus located at 8900 US Highway 14, Crystal Lake, IL 60012 and the University Center campus located at 222 E. Church St., Woodstock, IL 60098.

TERM OF AGREEMENT: The initial term of this Agreement shall be for three (3) years. Commencing upon award of RFP, with an option for the College to renew for two (2) additional one-year terms.

OVERVIEW OF WORK: Vendor shall manage a crew of painters; the number of painters shall be determined at a later date. The Vendor shall:

- Provide labor (painters)
- Provide all equipment, materials and supplies (paint, buckets, brushes, rollers, drop cloths, masking tape, rags, ladders, etc.)
- Not be reimbursed travel time to and from job work location
- Ensure projects are started at the agreed to time
- Ensure projects are finished at the agreed to time
- Receive instructions and priorities from the Campus Operations Director, or his designee, and ensure the crew to be managed satisfactorily carries out those instructions and priorities
- Report progress to the Campus Operations Director, or his designee.
- Ensure work is done in a safe manner
- Ensure quality of work is done in a professional, workmanlike manner, free of sags, runs, and overspray
- Conspicuously post Wet Paint signs and rope off wet paint areas as necessary
- Protect all areas and objects not to be painted, including but not limited to shrubs, trees, flower beds, and any personal property
- Protect areas and objects or move objects so that they will not have overspray on them
- Ensure that all waste generated are removed and disposed of in strict accordance with all applicable rules, regulations, codes, laws, ordinances, statutes, etc. No College dumpsters or trash containers are to be used for the disposal of job refuse
- Ensure that any materials which may constitute a fire hazard are removed from the College property at the end of each work shift

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- Ensure that after an area is painted, it is cleaned up and free of any materials, equipment, dirt, dust, spills, drips, overspray and smears, and that all furnishings are put back in place. Besides being freshly painted, the completed area shall otherwise be left in the original condition
- Ensure that restrooms shall not be used for washing of tools and equipment (e.g. paint brushes, rollers, trays, buckets, etc.)
- Have Lead Safe Certification and provide a copy with the Proposal
- Provide one extra gallon of paint per project to the College for touchup purposes

INSPECTION: Upon completion of any work, the College shall reserve the right to make final inspection and finding the entire 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 their 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 here by agrees to pay on demand the cost and expense of doing such work.

PERSONNEL: Vendor must be qualified and experienced to manage painters and painting projects. The Vendor shall at all times be dressed in clean uniforms (clearly identifying their employer) and will observe all regulations in affect upon the College premises.

SUBCONTRACTORS: Use of Subcontractors to perform any portion of the work required must be included in the bid response. A description of which portion(s) of the work could be potentially subcontracted out is to be submitted, along with the names and addresses of the potential Subcontractors.

Contractor may not use the services of other Contractors/Subcontractors not named in the proposal without prior written permission of the college.

SELECTION PROCESS: The College will award the contract to the responsible respondent whose proposal is determined to be the most advantageous to the college by taking into consideration the ability of the vendor to fulfill proposal requirements.

Criteria to be considered includes, but not limited to:

- The vendor's ability to meet the overview of work as described above.
- Experience and qualifications of the painters to be assigned to the college.
- Reputation of vendor based on past experience with the college and references.
- Overall cost to the college based on submitted proposal by vendor.

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REFERRAL/REFERENCE LIST

List at least four clients with whom your company has worked or is currently working with in procuring comparable services within the last three years:

Please provide contact information for at least three (3) current clients similar in size and/or structure to McHenry County College. The College will make any necessary reference checks to determine the ability of the Vendor to fulfill proposal requirements.

Company 1	
Name	
Address	
Phone	
Email	

Company 2	
Name	
Address	
Phone	
Email	

Company 3	
Name	
Address	
Phone	
Email	

Company 4	
Name	
Address	
Phone	
Email	

MINIMUM INSURANCE REQUIREMENTS

The undersigned Contractor/Vendor or User of College Campus Facilities shall purchase and maintain the following insurance coverages with carriers with a Bests Financial Rating not less than A, XII to which **McHenry County College** has no reasonable objection.

A Contractor/Vendor or User shall furnish a certificate of insurance and the specified endorsement to **McHenry County College** prior to the commencement of any work covered by this, or any resulting, contract or purchase order, as evidence that all requirements of this addendum have been complied with. The certificate and endorsement shall also contain a provision that the coverages afforded under the policies required shall not be cancelled or allowed to expire unless 60 days prior written notice has been given to **McHenry County College**. Failure on the part of the Contractor/Vendor or User to maintain coverage as required shall constitute a default and entitle **McHenry County College**, at its sole option, to either terminate the contract or procure replacement coverage and offset the cost against any money due the Contractor/Vendor or User.

Coverages, whether written on occurrence or claims made, shall be maintained without interruption from the date of commencement of work/event until the date of final payment and termination of any coverage to be maintained after final payment. The vendor shall furnish **McHenry County College** a certificate of insurance and policy endorsement as evidence of coverage, in addition to those coverages as required in paragraphs, 1, 2, and 3.

1. WORKERS COMPENSATION/EMPLOYERS LIABILITY:

- \$1,000,000 per accident
- \$1,000,000 disease, policy limit
- \$1,000,000 disease, each
- The policy will be endorsed showing a waiver of right of recovery form **#WC000313** or equivalent in favor of **McHenry County College**.

2. COMMERCIAL GENERAL LIABILITY:

Coverage shall include premises operations, independent contractors, contractual liability, products and completed operations including broad form property damage, covering bodily injury and property damage or limits as shown below. Products and completed operations liability shall be maintained for two years after completion of the work performed under this Contract or Purchase Order.

- \$1,000,000 each occurrence
- \$2,000,000 general aggregate
- Policy shall be properly endorsed to show **McHenry County College** as an **Additional Insured** on a primary and noncontributory basis.
- The policy will be endorsed showing a waiver of right of recovery in favor of **McHenry County College**.
- The policy shall also contain form **#GL2503** showing the aggregate limits apply per project or **#GL2504** showing that the aggregate limit applies per location.

3. COMMERCIAL AUTOMOBILE LIABILITY:

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Coverage shall be written to include all owned, non-owned, and hired automobiles covering bodily injury and property damage, including uninsured and underinsured motorist's coverage for limits as shown below.

- \$1,000,000 combined single limit each occurrence
- The policy will be endorsed showing a waiver of right of recovery in favor of **McHenry County College**.
- Policy shall be properly endorsed to show **McHenry County College** as an **Additional Insured** on a primary and noncontributory basis.

4. UMBRELLA LIABILITY:

The policy shall cover excess of Employers Liability, General Liability, and Automobile Liability with underlying limits as shown in items 1, 2, and 3 and shall also name **McHenry County College** as an **ADDITIONAL INSURED** on a primary noncontributory basis with the following limits.

- \$5,000,000 each occurrence
- \$5,000,000 general aggregate

5. PROFESSIONAL LIABILITY:

Should this contract provide for Professional services, such as, but not limited to, Athletic Trainers, Sports Medicine, Counseling, Dental, Medical, Psychological, and Contractors, the vendor shall purchase and maintain Professional Liability coverage for the services to be rendered for limits not less than:

- \$1,000,000 per claim or occurrence, \$2,000,000 aggregate

Should any of the above policies be written on a claims-made basis, the policy date or retroactive date shall predate the contract. The Additional Insured provisions as contained in these paragraphs shall be maintained for a period of not less than five years after the expiration and or nonrenewal of this Contract. The termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of coverages required to be maintained as shown above.

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PRICING SHEET

Having examined the site and having familiarized itself with the conditions affecting the cost of the work associated with the Painting Services at McHenry County College and with the bidding documents, Bidder hereby proposes to perform everything required and to furnish all labor, materials, necessary tools, expendable equipment and transportation series necessary to complete in a workmanlike manner the work stated Specifications section of the bidding documents. If you need to schedule time to view the campus, please contact

Proposed Labor Cost (Pricing is based on Square Foot Rate) Work shall be performed during normal working hours.	
RATE: (Square Foot)	
WARRANTY	
OTHER INFORMATION	

NOTES: Vendors are invited to include additional information not requested above, if believed to be useful and applicable to this Request for Proposal.

- Price shall be based on two (2) coats per square foot
- Price shall include all labor and materials
- Price shall include patching and sanding wall smooth of nail holes, screw holes, and other nominal, minor imperfections so the patched areas blend well with existing wall surface.
- Price shall include spot priming of patched areas
- Paint to be used shall be Pre catalyzed water-based epoxy in the color Eggshell. (Currently the college uses the brand carried by Sherwin Williams.)
- Paint shall be applied at the rate recommended by the manufacturer
- Door Frames shall be sanded, and dents repaired prior to painting
- Overspray areas need to be protected or provide overspray cleanup
- Vendor shall provide all necessary equipment (including cleanup equipment)

VENDOR INFORMATION

COMPANY INFORMATION: Provide brief information regarding the size, organizational and ownership structure of your company. Also include information regarding your current annual sales, total number of employees, number of painters and their experience. The Vendor shall furnish additional information as may be requested and shall be prepared to show completed projects similar to that of this proposal. McHenry County College reserves the right to reject any proposal if it is determined that the Vendor is not properly qualified to carry out the obligation of the agreement.

SECONDARY VENDOR: If your firm does not receive the primary vendor award, would your firm be willing to accept a secondary vendor award under the terms of your RFP response in the event that an awarded primary vendor is unable to fulfill the college's complete needs during the short time frame, high demand periods of potential projects.

☐ Yes

☐ No

Explain:

(Note: If the pricing will be different for a secondary provider, proposer should indicate the difference of their pricing, if any.)

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CONTRACTOR CERTIFICATION
Illinois Revised Statute 1987
Chapter 38, Sections 33E-3 and 33E-4

The undersigned hereby certifies that it is not barred from bidding on this contract as a result of violation of either Section 33E-3 (bid rigging) or 33E-4 (bid rotating) of the Illinois Revised Statutes 1987, Chapter 38.

Under penalty of perjury, the undersigned Contractor certifies that this bid has not been arrived at collusively or otherwise in violation of Federal or Illinois antitrust laws.

Company
Name

By *

Address

City /
State /
Zip

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

Section 33E-5(b) pertains to disclosure of information related to the terms of a bid and any bidder's responsiveness to a request for bids. Specifically, district officials or employees must not knowingly open a sealed bid at a time or place other than as specified by the district. Also, any official who knowingly discloses any information related to the terms of a sealed bid or any bidder's responsiveness to the request for bids commits a class 3 felony. This section does allow, however, that no violation occurs if any disclosure made to an interested person also is made generally available to the public. **CONSEQUENTLY, COLLEGES SHOULD BE CAUTIOUS NOT TO DISCLOSE ANY INFORMATION THAT IS NOT RELEASED TO THE PUBLIC.**

Section 33E-6 contains several provisions potentially impacting College purchasing procedures. **SPECIFICALLY, A PERSON COMMITS A CLASS 4 FELONY WHEN INFORMATION CONCERNING THE SPECIFICATIONS OF A CONTRACT IS KNOWINGLY CONVEYED TO A BIDDER OR PROSPECTIVE BIDDER OTHER THAN THROUGH THE BID INVITATION, PRE-BID CONFERENCE, OR CONTRACT SOLICITATION PROCEDURE.** Thus, once a RFP for a particular contract is released, MCC cannot respond to individual inquiries from bidders. Likewise, no information may be volunteered concerning potential Subcontractors if the contract involves subcontracting work.

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W9 FORM

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give form to the
requester. Do not
send to the IRS.**

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions. <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
6 City, state, and ZIP code		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**SECTION 00 43 39 – MCC BUSINESS ENTERPRISE PROGRAM - MINORITIES, FEMALES,
AND PERSONS WITH DISABILITY PARTICIPATION AND
UTILIZATION PLAN**

The Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act (BEP) establishes certain goals for community colleges contracting with businesses that are owned and controlled by persons who are minorities (MBE), women (WBE), or persons with disabilities (DBE) (collectively, BEP certified vendor(s)).

Contract Goal to be Achieved by Vendor: This solicitation includes a specific BEP participation aspirational goal of 30% of the total dollar amount of the contract.

The BEP participation goal is applicable to all bids or offers. McHenry County College (College) will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the BEP certified vendor. If Vendor is a BEP certified vendor, the entire goal is met and no subcontracting with a BEP certified vendor is required; however, Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance. Failure to complete a Utilization Plan or provide good faith effort documentation shall render the bid or offer non-responsive or not responsible and subject to rejection and/or disqualification in the College's sole discretion.

The following are guidelines for Vendor's completion of the Utilization Plan. **Please read the guidelines carefully.** A format for the Utilization Plan is included in this section. Vendor should include any additional information that will add clarity to Vendor's proposed utilization of certified BEP vendors to meet the targeted goal. The Utilization Plan must demonstrate that Vendor has either: (1) met the entire contract goal or (2) made good faith efforts towards meeting the goal. Any submission of good faith efforts by Vendor shall be considered as a request for a full or partial waiver.

To meet the College's BEP participation goals, Vendor, or Vendor's proposed Subcontractor(s), must be certified with the Business Enterprise Council as a BEP certified vendor. If Vendor or Vendor's proposed Subcontractor(s) are not BEP certified vendors but do meet the definition of MBE, WBE, or DBE companies as set forth in 30 ILCS 575/2, Vendor shall have the burden of submitting sufficient evidence of the company's ownership. The College shall have the sole discretion of whether to accept non-BEP certified vendors and applying said contracts towards its BEP participation goals.

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.** The contract will not be awarded to Vendor unless the College approves the Vendor's Utilization Plan and Joint Venture Agreement, if applicable.

2. **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 is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:

2.1. 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.

2.2. 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 vendors. 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.**

2.3. A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from BEP certified vendor manufacturers, regular dealers, or suppliers. A Vendor shall count toward the goal the following expenditures to BEP certified vendors that are not manufacturers, regular dealers, or suppliers:

2.3.1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the College to be reasonable and not excessive as compared with fees customarily allowed for similar services.

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2.3.2. 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.

2.3.3. 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.

2.4. BEP certified vendors who are performing the 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.

2.5. A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract. 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.

3. **Good Faith Effort Procedures:** Enclosed and sealed with the Vendor's bid documents, the Vendor must submit a: (1) Utilization Plan and (2) either Letters of Intent or subcontract documents that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must submit documents to support the good faith efforts it undertook to meet the goal. The College has the right to reject Vendor's bid as not-responsible and/or not responsive if the College or the Business Enterprise Council determine, in either of their sole discretion, that Vendor failed to make a good faith effort to meet the MBE goals. The College may also accept and enter into a contract with a Vendor that can provide sufficient evidence of MBE, WBE or DBE status of Vendor or its proposed subcontractors and/or sub-vendors in compliance with the Illinois Business Enterprise for Minorities, Females, and Persons with Disabilities Act. If the College or the Council determine that Vendor has made good faith efforts to meet the goal, the College may award the contract provided that Vendor is otherwise eligible for award.

4. **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 Utilization Plan and award of the contract, the Utilization Plan becomes part of the contract.**

- 4.1. The Utilization Plan may not be amended after contract execution without the College's prior written approval. Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the College's prior written approval. The Vendor's request to substitute BEP certified vendors must state the specific reasons for the change or substitutions. 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.
- 4.2. 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. The College shall have the right to access to these records upon 48 hours written demand. The College shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor.
- 4.3. The College reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

UTILIZATION PLAN

The Utilization Plan and Letter of Intent must be sealed and submitted with Vendor's Bid Documents. (Vendor) submits the following Utilization Plan as part of our bid or offer in accordance with the requirements of the BEP Program Status and Participation section of the solicitation for **McHenry County College's** Greenhouse Project.

Vendor submits the following statement:

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

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

Name: _____

Title: _____

Phone: _____

Email: _____

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BEP Utilization Plan

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

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

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

If the BEP participation goal was not achieved, Vendors 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 of the following actions are not completed, please attach a detailed written explanation indicating why such action was not 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 good faith efforts.

- ☐ 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.

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- ☐ Thoroughly investigate the capabilities of BEP certified vendors and not reject them as unqualified without documented 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.

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GOOD FAITH EFFORTS CONTACT LOG

Use this Log to document **all** contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of BEP certified vendors within the specific scope of work selected. It is not necessary to show contacts with BEP certified vendors who are identified on the Letter(s) of Intent. Keep and submit copies of all emails sent and received from prospective BEP vendors. Include a copy of the commodity list or scope of work you solicited prospective BEP vendors to perform. Duplicate this log as necessary; **do not** limit your contacts to the number of spaces shown.

Name of Certified BEP Vendor	Date	Method of Contact	Scope of Work Solicited	Reason Agreement Was Not Reached

END SECTION 00 43 39