



REQUEST FOR PROPOSAL

RFP NAME: PAINTING SERVICES CONTRACT

RFP NUMBER: 03-25-003

RFP DUE: Friday, March 21, 2025 at 11:00 A.M. Central

Waubonsee Community College (Waubonsee, College) seeks sealed proposals from qualified Firms (also referred to as Contractor, Respondent, Company and Vendor) to provide painting maintenance services at all campuses on an as needed basis at an hourly rate plus materials. This work is for projects generally under \$25,000. Work may be performed at any of the four campus locations. The agreement will be for three years with the option to renew for two additional one-year periods. This RFP does not imply a guarantee of purchase.

All correspondence or questions concerning this RFP should be addressed to purchasing@waubonsee.edu.

Submit your proposal in electronic format, preferably PDF, by email to purchasing@waubonsee.edu. Do not send or deliver a hard copy to the College.

Pages to be completed and included with proposal response:

- Cost Sheet
- Authorization Form
- Certifications
- Conflict of Interest Disclosure and Non-Collusion Form
- Illinois Business Enterprise Program Participation and Utilization Form / Good Faith Waiver
- Contractor's Firm Information and Experience
- References

**Prepared by: Theresa Larson, Purchasing Manager
Michael Treve, Campus Operations Project Manager**

Version: 1.0

REQUEST FOR PROPOSAL (RFP)
03-25-003 Painting Services Contract
March 21, 2025 at 11:00 a.m.

TABLE OF CONTENTS

COLLEGE OVERVIEW.....3

 Campus Locations3

GENERAL REQUIREMENTS.....3

 RFP Schedule3

 Information3

 Proposal Submission.....4

 Evaluation Process.....4

 Award.....5

 Prevailing Wage and Certified Payroll.....5

 Business Enterprise Program (BEP): Business Enterprise Program Participation and Utilization Plan5

 Confidentiality & Proposal Ownership6

SCOPE OF WORK.....6

 Summary6

 General.....6

 Materials.....8

 Working on Campus.....8

 Execution.....9

 Interior Preparation by the Contractor.....10

 Items Not to Be Painted.....11

 Storage.....12

 Work Coordination.....12

 Cleaning and Waste Disposal.....13

 Damage to Public and/or Private Property.....13

PROPOSAL REQUIREMENTS AND FORMAT14

 Format.....14

 Firm Information.....14

 Experience.....15

 Price Sheet.....16

 RFP Authorization Form.....17

 Certifications.....18

 Conflict of Interest Disclosure and Non-Collusion Form.....19

 BUSINESS ENTERPRISE PROGRAM MINORITIES, FEMALES, PERSONS WITH DISABILITY PARTICIPATION AND UTILIZATION PLAN20

 APPENDIX B - UTILIZATION PLAN PART 1: COMMITMENT AND SIGNATURE25

 APPENDIX B - UTILIZATION PLAN PART II: PARTICIPATION AGREEMENT.....26

 APPENDIX B: DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE GOAL AND REQUEST FOR WAIVER28

Appendix A - INSURANCE AND INDEMNITY REQUIREMENTS.....31

COLLEGE OVERVIEW

Waubonsee Community College (Waubonsee), located forty-five miles west of Chicago, Illinois, has served more than 300,000 students since its inception. As one of 48 public community colleges in the Illinois Community College System, Waubonsee is governed by a board of trustees composed of seven community members elected from the district at large and a student trustee selected by the student body. Waubonsee serves 22 municipalities, 12 public high school districts and nine private high schools in a five-county, 600-square-mile district. In order to proactively address student and community needs, Waubonsee has cultivated a learning-centered culture that values, and an infrastructure that advances, continuous quality improvement.

Campus Locations

Main Campus

Waubonsee Community College Sugar Grove Campus, 45783 State Route 47, Sugar Grove, Illinois 60554

Extension Campuses

Waubonsee Community College Plano Campus, 100 Waubonsee Drive, Plano, Illinois 60545

Waubonsee Community College Aurora Downtown Campus, 18 South River St. Aurora, Illinois, 60506

Waubonsee Community College Fox Valley Campus, 2060 Ogden Ave, Aurora, Illinois 60504

GENERAL REQUIREMENTS

RFP Schedule

- RFP Publication Date Friday, March 7, 2025
- Closed to Questions Tuesday, March 18, 2025
- Responses Due Friday, March 21, 2025 at 11:00 a.m.
- Recommendation of Award Wednesday, April 16, 2025

Information

1. Waubonsee Community College does not guarantee any dollar amount or how many times this contract may be utilized during the life of the contract.
2. The annual contract period will be April 17, 2025 through April 16, 2028, with the option to renew for two (2) additional one-year periods.
3. RFP documents are available for download from the College's purchasing webpage at <https://www.waubonsee.edu/local-businesses-employers-and-vendors/bidrfprfi-opportunities>.
4. Respondents may not contact any College employee directly to discuss this RFP. All correspondence or questions concerning the RFP should be addressed to purchasing@waubonsee.edu.
5. All work performed as a result of this Painting bid is subject to the College's Standard Terms and Conditions incorporated and made as part of this RFP. No work shall be performed prior to the

REQUEST FOR PROPOSAL (RFP)
03-25-003 Painting Services Contract
March 21, 2025 at 11:00 a.m.

issuance of a Waubonsee Community College purchase order with authorized signatures. All work must be approved in writing and in advance. Contractor(s) shall comply with all procedural instructions issued by the Campus Safety and Operations Department.

- a. Terms and Conditions may be downloaded from the College's website or requested by email to purchasing@waubonsee.edu.
6. Respondents are responsible for checking the College's purchasing webpage for updates to the RFP and will be required to acknowledge receipt of the addenda in the RFP response.
7. All questions regarding this RFP will be responded to by addendum. Addenda will be posted to the College's purchasing webpage.
8. All proposal prices must be good for a period of ninety (90) days from the date of opening.
9. A purchase order will be issued to the awarded Contractor. No work can begin prior to award of orders and the College has received certificates of insurance.
10. Invoices are paid monthly for work completed or as negotiated in the executed contract.
11. The College's payment terms are net 30 days.

Proposal Submission

1. **Submit your proposal in electronic format, preferably PDF, by email to purchasing@waubonsee.edu. Do not send or deliver a hard copy to the College.**
2. Proposals received after the date and time specified in this RFP will not be considered.
3. **RFP is not binding on Waubonsee.** This RFP is not a binding offer by Waubonsee and acceptance of the terms of this RFP by any Respondent shall not create a binding contract with Waubonsee Community College. Waubonsee reserves the right to negotiate the terms and conditions of any agreement that may result from this Request for Proposal process, including the terms set forth herein and in any proposal. Any future contract that may be awarded must comply with the College's procurement requirements.
4. **Proposals Shall Constitute an Offer.** A proposal submitted in response to this RFP shall constitute an offer of the Respondent. The signature of a person who is legally authorized to execute contractual obligations on behalf of the Respondent shall indicate acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the Respondent of all terms and conditions as set forth herein, unless the response specifically indicates otherwise. A Respondent shall identify clearly and thoroughly any variations between its proposal and the RFP in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of any contract that may result from this RFP, except as outlined or specified in the RFP.
5. All proposals must be signed by a duly authorized representative of the firm; all unsigned proposals will be rejected.
6. Proposals may be withdrawn by written request from Respondent prior to the date and time established for the opening.

Evaluation Process

1. The College reserves the right to:

- a. Select the proposal most responsive to the College's needs.
- b. Award the contract to the firm who will best serve the interests of the College at the College's sole discretion.
- c. Require a firm to submit any evidence of its qualifications as the College may deem necessary and to consider any evidence available such as financial, technical and other capabilities, including performance experience with past and present users.
- d. Request additional information or clarifications and to allow corrections of errors and omissions.
- e. Waive minor irregularities or variations to specifications in the process.
- f. Conduct any investigation of the qualifications of any firm that it deems appropriate.

Award

1. The College reserves the right to award this project to one vendor or split the award based on the best interests of the College.
2. The College reserves the right to reject or accept any or all responses, to extend the due date, to waive technicalities in the documents or repost prior to award of the Contract.
3. Awarded Respondent will be notified after award of orders.

Prevailing Wage and Certified Payroll

All work under this agreement will require compliance with the Prevailing Wage Act.

Business Enterprise Program (BEP): Business Enterprise Program Participation and Utilization Plan

1. The State of Illinois Business Enterprise Program (BEP) Act for Minorities, Females and Persons with Disabilities (30 ILCS 575) establishes a goal for community colleges to contract with businesses that have been certified as owned and controlled by persons who are minorities, female, or persons with disabilities. Only certifications through the State of Illinois Commission on Equity and Inclusion (CEI) will be recognized.
2. Contract goal to be achieved by Vendor: **This solicitation includes a specific 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.**
3. **The BEP participation goal is applicable to all bids or offers.** In addition to the other award criteria established for this solicitation, the Community College will award this contract to a Vendor that meets the goal or makes reasonably good faith efforts to meet the goal. ***Failure to include the Business Enterprise Program Participation and Utilization Forms provided in this RFP will disqualify the Vendor's proposal from consideration.***
4. **Good Faith Effort Procedures:** Vendor must submit a Utilization Plan and 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 bid or offer submission.

5. If the Vendor is BEP certified, 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.
6. For more information on the State of Illinois Commission on Equity and Inclusion (CEI) BEP Program, please visit: <https://cei.illinois.gov/business-enterprise-program.html>.

Confidentiality & Proposal Ownership

1. All proposals to the RFP will become the property of Waubonsee Community College and will not be returned.
2. All materials received or created by the College are considered **public records** and subject to disclosure to third parties in accordance with the Freedom of Information Act (FOIA). These records include but are not limited to bid or proposal submittals, agreement documents, contract work product, or other information submitted by a vendor to the College.
3. If the Respondent requests that the College withhold their trade secrets, commercial information or financial information from disclosure to a third party in response to a FOIA request, the Respondent must include in its submittal:
 - a. A written notification specifically identifying such information
 - b. A statement that disclosure of such information will cause competitive harm to the Respondent
4. Any content not so marked by the Respondent at the time of submittal will be presumed to be open to public inspection.

SCOPE OF WORK

Summary

Waubonsee Community College (Waubonsee, College) seeks sealed proposals from qualified Firms (also referred to as Contractor, Respondent, Company and Vendor) to provide painting maintenance services at all campuses on an as needed basis at an hourly rate. This work is for small projects, under \$25,000. Hourly rates to include all costs, overhead, profit, etc. Work may be performed at any of the four campus locations. The agreement will be for three years with the option to renew for two additional one-year periods. This RFP does not imply a guarantee of purchase.

General

1. Work is to be performed by a commercial painting and finishing contractor with at least five (5) years of verifiable experience. All personnel shall be capable employees thoroughly trained and qualified for the work assigned to them.
2. Contractor's personnel must observe all regulations in effect at Waubonsee Community College. While on Waubonsee's property, employees shall be subject to control of the College but under no circumstances shall such personnel be deemed to be employees of the College. Neither the Contractor nor his employees shall represent themselves as employees of the College.
3. **Appropriate Communications:** When performing any work on campus, the contractor must not volunteer any recommendations, opinions, feedback or other comments to anyone regarding

REQUEST FOR PROPOSAL (RFP)
03-25-003 Painting Services Contract
March 21, 2025 at 11:00 a.m.

their work. Should anyone ask about their work they should refer them to the Campus Safety and Operations Department. The purpose is to avoid anyone from providing information that is incorrect, is at an inappropriate time or conflicts with the College's normal operating procedures.

- a. All personnel must be able to read, write, speak and understand English to sufficiently to perform the duties of the position.
 - b. The physical, verbal or sexual harassment of any College student, faculty, staff, client or visitor is strictly prohibited. Violation of this policy will be cause for immediate removal of this employee and possible legal repercussions.
4. The Contractor shall provide management, supervision, labor, materials, equipment and supplies, and shall be responsible for the efficient, effective, economical services on an as needed, as called basis.
- a. Cost of Materials: To determine the cost of items that the Contractor may be required to provide for projects, please indicate the percent of mark-up or discount over the manufacturer. The Contractor must submit with the invoice, copies of manufacturer's invoices to verify the percent on materials purchased for a project. If the Contractor's cost on an item increases, the cost to the College would also increase, but the "percent of mark-up" shall not change. If, and when, this occurs the Contractor will be required to provide proof of the cost increase.
 - b. Other than necessary rental equipment agreed to in advance, no additional surcharges for tools and equipment required to perform services will be accepted. Waubonsee Community College reserves the right to independently purchase and/or provide any and all parts, material, supplies, or equipment required to complete any service or repair work.
 - c. Waubonsee will not pay for any trip charges.
 - d. **All invoices must include detailed billing, (the hours of each employee per job, parts, etc.).**
5. The Contractor shall provide estimates for work when requested. If Waubonsee deems such quote to be unreasonable, Waubonsee reserves the right to request quotes from other Contractors for such service.
- a. All work, repairs, service and installations must have a scope of work. The scope of work must be itemized in the quote to Waubonsee.
6. Contractor shall comply with and perform all services in accordance with all applicable federal, state and local laws, rules, regulations, ordinances, codes and manufacturer's instructions.
7. Contractor shall make all effort to reduce to a minimum any inconvenience to the students, faculty or staff at Waubonsee properties.
8. The College's Campus Safety Project Manager or College's designee must sign off on all completed work.
9. Adequate personnel and equipment shall be provided to permit the timely completion of each project.
10. It is the Contractor's responsibility to examine the site and field verify conditions under which the work is to be done. No allowance will be made for extra expense on the account of error.
11. Awarded Contractor shall deliver MSDS sheets to the Campus Safety Project Manager.

12. The awarded Contractor warrants to the College that: (1) materials and equipment furnished will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Contractor will provide all products and materials according to manufacturer's written instructions.
13. Warranty conditions for all materials and supplies shall be considered manufacturer's minimum standard warranty unless otherwise agreed to in writing.
14. Waubensee Community College expects Contractors to adhere to all Painting Contractor's Association Industry Standards while working. Care must be taken to ensure that preparation, surface and otherwise, and cleanup is thorough and orderly.

Materials

1. Unless otherwise specified, all paint, spackle, caulking, tape(s), etc. will be supplied by the Contractor.
2. All paint, spackle, caulking, etc. shall be in original, clearly labeled, sealed manufacturer's containers.
3. An approved stain blocker (for graffiti) shall be used where needed.
4. Anti-mold/mildew sealers and paints will be used in all bathrooms after a chlorine solution/anti-mold solution is used, as a preparation treatment.
5. The paint manufacturer will be Sherwin Williams, for all paint used on this contract. The Contractor will provide the College with a schedule of the College's approved paint color detail for each area.
6. Any doors that are to be painted to cover both sides including door frame with semi-gloss latex in the color as selected by the College representative. If special coverage is required due to a drastic change in the color selected, a pre-approved proposal must be submitted for the additional charge. The College has the right to reject the proposal or hire another contractor.
7. Drywall or gypsum board repair is included under this contract and must be completed by a qualified drywall finisher.

Working on Campus

1. All work is expected to take place Monday through Friday, during normal business hours.
2. Contractor's access to, or use of facilities is strictly limited to the areas needed to perform maintenance or repairs only.
3. Contractor's personnel must work safely and adhere to all industry standards for safe work practices.
4. The Contractor will take all deliberate steps to ensure that their employees and any member of the Waubensee Community College Community are protected from any painting/cleaning chemicals (fumes, spills, or use as specified by manufacturer) used in the performance of any contractual duties and responsibilities.
5. Contractor's personnel are required to sign-in and out at the Campus Safety and Operations (OPS) building during normal business hours (Monday – Friday from 7:00 a.m. – 4:00 p.m.).

REQUEST FOR PROPOSAL (RFP)
03-25-003 Painting Services Contract
March 21, 2025 at 11:00 a.m.

- a. Contractor will receive a contractor's badge and key, if applicable. When signing out keys or contractor's badge is required, the Contractor accepts sole responsibility should they be lost or stolen while in their possession. Any cost associated with replacement and/or re-keying is the responsibility of the contractor and will be deducted from the next invoice as indicated under "Damages".
 - b. Contractors will not access/enter any buildings without utilizing the College issued contractor's badge and will not enter by use of another person's access badge.
 - c. Contractors must sign out and return contractor's badges and keys at the end of end of each work day to the OPS.
6. During non-business hours, the Contractor shall report in and out to the Campus Police Department located in Dickson Center, on the south side of campus at the beginning and end of each work day.
 7. Contractor shall commence and end all services on the same workday unless approved by Waubonsee in advance.
 8. Uniforms & IDs: When on College property to perform assigned duties, vehicles and personnel must be identifiable. The Contractor and all its employees shall be in uniform with visible company identification at all times.
 9. Contractor's Vehicles: All Contractor vehicles must be clearly identified with company name, phone number and or logo and with any applicable state license numbers. Driving or parking on sidewalks or walking paths is strictly prohibited. Vehicles must park in designated lots nearest to the job site.
 10. Contractor employees must present themselves with professionalism and be courteous at all times. Contractor employees must observe all College policies.

Execution

1. The Contractor will be responsible for meeting with the Supervisor-in-Charge at the beginning and end of each day to schedule work, to discuss problems, and to evaluate the day's accomplishments.
2. The Contractor will be responsible for maintaining an accurate written record of square footage and rooms/areas being painted for the listed areas and submitted daily. Each area, room or office suite will be listed on the invoices.
3. The majority of the painting on campus is in rooms with 8 or 9 ft. ceilings. Painting above 10 ft is uncommon, but may be necessary for some rooms and exteriors
4. "Wet Paint" signs must be posted conspicuously in and around areas where work is in progress and taken down when dry to the touch.
5. All painting is to be done "to cover" unless otherwise specified. "To cover" means that the old coat of paint cannot be seen through the new coat. If more than one coat of paint is necessary, "to cover" per our description, the Contractor will be required to apply it at the Contractor's expense. Work is to be of high quality and performed in an appropriate manner and must meet Waubonsee Community College standards as determined by the College's inspection personnel.
6. Paint is to be applied according to the manufacturer's instructions. If there are any pre-existing conditions, these must be documented with a digital camera with a time-date stamp and printed

to the OPS office in advance of commencement of the project work. Upon review of the finished work, any areas with marks/sags/drips or areas where paint has been applied over nails, tacks, pushpins, tape (scotch, double-sided, masking, etc.) fire safety equipment, etc., or any evidence of improper application are evident after painting, paint reapplication/removal will be required of the Contractor without additional expense to Waubensee Community College.

7. Paint must not be applied to any spackling or plaster which has not dried thoroughly or has not been properly sanded.
8. All paint must be applied by roller or brush. ***Spray painting is not permitted unless permission is given prior to the start of any given project.***
9. Surfaces that may be painted include, but are not limited to, drywall, concrete, concrete block, plaster and metal.

Any fire safety equipment (i.e., heat/smoke detectors, sprinklers, and ionization heads) which have been painted, rendered inoperable, or damaged by the work will be replaced at the expense of the Contractor.

10. Sanding may cause the activation of fire alarm equipment. When sanding is expected to occur, The College's Project Manager or designee must be notified in advance to enable turning off of local fire system devices and arranging for a fire-watch. The Contractor will assume full financial responsibility for improper activation of the fire alarms.

Interior Preparation by the Contractor

1. FURNITURE: All furniture shall be moved out of harm's way and properly covered to protect it from damage.
 - a. Preparation includes placing all furniture in the center of the room or other safe location and properly protecting it from damage (i.e., covering it).
 - b. Furniture is not to be removed from its immediate area and must be replaced to its location after painting.
 - c. Furniture is to be returned to its original location immediately after areas are painted and dried to the touch. Furniture is to be set up according to an approved layout.
2. WINDOW TREATMENTS: All window treatments shall be removed from drapery rods or fasteners before painting and neatly folded and stored so as not to wrinkle or damage the treatments. They are to be re-hung after painting is completed.
3. FIXTURES AND SIGNS: All permanent signage removed and reinstalled where possible, to prevent paint on the signs. Removal of the following items prior to painting and replacement of same when surface is dry to the touch:
 - a. Light switches and outlet plates
 - b. Door and floor landing numbers (replacement of number decals, or stencils MUST be approved by the Campus Safety and Operations Department BEFORE work of this nature proceeds)
 - c. Shades, drapes, shelves, etc.
 - d. Light fixture canopies
 - e. All signs and plaques

REQUEST FOR PROPOSAL (RFP)
03-25-003 Painting Services Contract
March 21, 2025 at 11:00 a.m.

4. FIRE ALARM SYSTEMS: No alarm will be blocked by any means, such as with tape or plastic bags without prior notification to the College's Project Manager or designee. No alarm panel will ever be turned off.
5. MINOR REPAIRS: Contractor shall perform all minor repairs on surfaces to be painted, where area to be repaired is not greater than 12" x 12".
6. SCRAPING/SPACKLING/MOLDINGS: Surface preparation includes scraping, plastering, spackling, nailing loose boards, moldings, etc., where needed.
7. NAILS/TACKS/TAPE: The contractor will be responsible for removing any foreign items, including nails, tacks, tape, pins, etc. and filling holes left by these items before painting.
8. FEATHERED EDGE: Areas which have been spackled or plastered are to be properly sanded to "feather the edge" and match existing wall surface and must be given a primer coat before the area is painted.
9. PAINT FAILURE: Paint failure due to poor surface preparation will be rejected and Waubensee Community College will require that the work be redone shortly after notification to the contractor, without additional expense to the College.
10. MAJOR DRY WALL DAMAGE: Should the Contractor's on-site supervisor find major drywall damage; the supervisor shall immediately contact the College's Project Manager or designee.
11. CLEANING BEFORE PAINTING: All debris from sanding and preparation should be cleaned up before painting.
12. DROP CLOTHS AND TAPE: Flooring, carpeting, and all other surfaces not to be painted must be protected. The use of clean drop cloths (or used drop cloths with dried paint) is mandatory. Waubensee Community College strongly encourages the Contractor to use painters' tape for all baseboards, Heat/Smoke Detectors, lighting fixtures, sprinkler heads, pull stations, alarm bells/Horns, radiators, radiator enclosures, etc., to ensure a professional finish. No fire alarm should be covered without the prior approval of the College's Project Manager or designee.
13. OCCUPIED ROOMS: The Contractor will confer with the College's Project Manager or designee before painting begins if the room scheduled for painting is found (either by the Contractor or Waubensee Community College staff) to be currently occupied and containing any personal belongings. It is important that the Contractor and their personnel understand that in such cases, the security of the room and possessions therein are of the utmost importance. Upon discovering such a room, the room door is to be immediately closed and locked before conferring with the College's Project Manager or designee.
14. GRAFFITI AND STAINS: Where graffiti or other stains are present, care must be taken to properly prepare the surface so that the marks do not "bleed through". All such areas MUST first be painted with a sealer coat (using the proper sealer) before the regular final coat of paint is applied. All sealer coat(s) must be dry before final coat is applied. All such areas found to have "bled through" will be redone to the College's satisfaction and at the Contractor's expense.

Items Not to Be Painted

1. Sprinkler heads, Heat/Smoke Detectors, pull stations, fire alarm bells or horns, radiators, radiator enclosures, locks and all exposed piping, including valves, traps, and/or air valves (even if

previously painted). It is imperative that the Contractor fully understands that all fire safety equipment must not be painted over, as the fire or smoke detection sensitivity will be affected by the slightest amount of paint and will render the device useless.

2. Convector elements, electric heating elements.
3. Equipment having factory-applied finish, such as instrument boards, thermostats, instruments, thermometers, meters, gauges, etc.
4. Metal surfaces including finished aluminum, brass, chrome, copper, stainless steel, monel and lead.
5. Electric wall switch plates, electric wall outlet covers and electrical outlet sockets.
6. Television cable jacks, telephone jacks.
7. Door knobs, locksets, strike plates, or hinges.
 - a. Mechanically-operated self-closing door closers especially the spring housing.
 - b. Aluminum window frames.
 - c. Baseboards or any vinyl cove base. Painting over baseboards with brown or black paint to hide wall paint which was applied to it as a result of poor preparation (i.e., painter did not mask off baseboard) is not permitted and is not acceptable.
 - d. Range hoods, ranges, refrigerators, kitchen cabinets, Formica countertops, etc.
 - e. All lighting fixtures, globes, diffusers, etc.

Storage

1. Contractor shall provide their own locked and secured storage facility or, if available, store all tools and materials in a single well-ventilated space approved by the College's Project Manager or designee. Such storage will be at the Contractor's own risk. Used rags, waste, and empty containers shall be removed from the site each night. Storage space shall be maintained and tidy at all times. Contractor shall be responsible for lost or stolen material from these storage locations. The College will not be responsible for the Contractor's property.
2. Contractor shall provide at least one NFPA-approved Class 2B fire extinguisher for each 200 square feet of area occupied by paint storage and mixing. Each extinguisher must be located within 50 feet of the storage area, accessible in the presence of a fire without undue danger to the operator.

Work Coordination

1. The Contractor's supervisor (or working supervisor) must be available via a cell phone that has voicemail and should be on at all times. All cell phone calls must be answered.
2. It will be the responsibility of the Contractor to discuss the logistics of working with or around other Contractors with the Campus Safety and Operations Department, so as to ensure that all work will proceed efficiently and that all deadlines will be met. Any such logistics must be coordinated through and approved by the College's Project Manager or designee.

3. Contractor and its employees must be cognizant of other Contractors performing work, and must confer with the College's Project Manager or designee for any logistical or coordination questions which might arise involving other Contractors.

Cleaning and Waste Disposal

1. All paint is to be cleaned off from baseboards, carpets, windows, and window frames, tile floors, etc.
2. Equipment cleanup is allowed in the OPS Maintenance Garage building or designated areas set forth by Supervisor-in-charge ONLY. Bathroom or kitchen sinks, showers, bathtubs, urinals, or toilets are not to be used for equipment cleanup or disposal of paint or other equipment. If Contractor's employees are found using prohibited means of cleanup, Contractor will assume full financial responsibility for any clogged plumbing, or sections of plumbing which must be replaced in total because of dried paint clogs or cleaning. Such an incident may result in the contract being terminated immediately.
3. Paint crews are prohibited from using any Waubensee Community College's kitchen sink, bathroom sink, or public restrooms to bathe and or to store, cook or eat food.
4. Contractor shall be responsible for all cleaning required for work under the Contractor's jurisdiction as well as for keeping all work areas, passageways, ramps, stairs and all other areas of the premises free of accumulation of surplus materials, rubbish, debris and scrap which may be caused by the Contractor's operations.
5. Remove rubbish, debris and scrap promptly upon its accumulation and in no event later than the end of each work day. Waste materials, including hazardous materials removed from the site shall be managed by the contractor and disposed of in accordance with all applicable laws, regulations, codes, rules, and standards.
6. No burning of rubbish or debris will be allowed at the site. Rubbish, debris and scrap shall not be thrown through any window or other opening, or dropped from any great height; it shall be conducted to the ground, to waiting truck(s) or removable container(s) by means of approved chutes or other means of controlled conveyance.
7. Spillages of oil, grease or other liquids which could cause a slippery or otherwise hazardous situation or stain a finished surface shall be cleaned up immediately.
8. If rubbish and debris is not removed, or if surfaces are not cleaned as specified above, ECC reserves the right to have said work done by others and the related cost(s) will be deducted from monies due the Contractor.

Damage to Public and/or Private Property

1. The Contractor will assume full financial responsibility for damage to the premises, including all furniture, carpeting, etc., therein, whether due to accident or negligence.
2. Extreme care shall be taken by Contractor to safeguard all existing facilities, site amenities, utilities, irrigation systems, windows, and vehicles on or around the job site. Damage done to public and/or private property by the Contractor, shall be the responsibility of the Contractor and shall be repaired and/or replaced by Contractor at no additional cost to the College.

3. The Contractor shall use all means to protect existing objects, structures and vegetation. In the event of damage, the Contractor shall immediately make all repairs, replacements and dressings to damaged materials, to the approval of the College, at no additional cost to the College.

PROPOSAL REQUIREMENTS AND FORMAT

Format

1. Contractors shall provide a straight-forward, concise description of your firm's capability to satisfy the requirements of this RFP and perform the work described in this RFP. Prepare your responses to this RFP in the format and sequence specified below. Respond specifically to each item in the order as provided. Failure to comply may result in the College rejecting your proposal as non-responsive.
2. Submittal response must include a signed Authorization Form and all other documents noted on the cover page.

Firm Information

1. Provide a brief description of your firm, including but not limited to the following:
 - a. Company name with address and telephone. Name of the principal(s) of the firm.
 - b. Name, telephone number, and email address of a representative of the firm authorized to discuss the proposal.
 - c. Addresses of all offices of the firm. Identify the office which will fulfill this agreement.
 - d. Number of employees of the firm.
 - e. Number of years in business under current name and any past corporate names or affiliations.
 - f. Statement of whether there are any ongoing, pending, or potential legal actions against the firm.
2. Describe the organization, date founded and ownership of your firm and regulatory bodies your firm reports to. Has the firm experienced a significant change in organizational structure, ownership or management during the past three years and, if so, please describe.
3. Identify any work to be subcontracted and provide the subcontractor's company name, contact information, deliverables to be produced and tasked to be performed.
 - a. Waubensee Community College reserves the right to reject any subcontractor.
 - b. If a subcontractor or supplier is needed to fulfill contract requirements, please consider using a small or disadvantaged business. The State's policy is to promote small businesses, including those owned by Veterans, businesses owned and controlled by minorities, females, and persons with disabilities, and sheltered workshops for the severely disabled. We encourage the use of these companies on State contracts and in your commercial activities. See <https://www.illinois.gov/cms/business/sell2/bep/Pages/default.aspx> for more information regarding these programs.

Experience

1. Describe your firm and its capabilities.
 - a. The Contractor shall have a minimum of five (5) years of experience in providing painting services comparable to the requirements of this request for proposal. Experience with customers in higher education and/or state government is preferred.
 - b. Provide a minimum of three (3) education client references for similar services performed, preferably services performed for community colleges.

Price Sheet

HOURLY RATES - YEAR ONE

	Normal Business Hours 7:00am – 4:00pm	After Hours Monday- Friday	Weekends/Holiday*
Hourly Rate for Foreman	\$ per HR	\$ per HR	\$ per HR
Hourly Rate for Journeyman Technician	\$ per HR	\$ per HR	\$ per HR
Hourly Rate for Apprentice Technician	\$ per HR	\$ per HR	\$ per HR
Hourly Rate for Drywall Finisher	\$ per HR	\$ per HR	\$ per HR
Other:	\$ per HR	\$ per HR	\$ per HR

**Weekend and Holiday hours pertain to emergency requests only.*

1. **CONSECUTIVE YEARS' WAGES NOT TO EXCEED _____% INCREASE UPON ANNUAL RENEWAL.**

2. **What is your material mark-up percentage from wholesale? _____**

3. **Do you rent lift equipment or other large machinery? YES_____ NO_____**

4. **If YES, what is your rental mark-up percentage? _____**

RFP Authorization Form

All Respondents are required to complete and sign this form.

I HEREBY AUTHORIZE THIS PROPOSAL, ACKNOWLEDGING THAT I UNDERSTAND AND AGREE TO THE PROVISIONS OF THIS RFP. I WARRANT THAT ALL INFORMATION PROVIDED IN THE SUBMITTED PROPOSAL IS TRUE AND ACCURATE. I FURTHER WARRANT THAT FAILURE TO HAVE READ ALL THE PROVISIONS OF THIS SOLICITATION SHALL NOT BE CAUSE TO ALTER ANY RESULTING CONTRACT OR REQUEST ADDITIONAL COMPENSATION.

Name of Company

Address

City State Zip Code

Telephone Number Fax Number

Signature Date

Print Name Title

Email Address Contact Phone Number

ACKNOWLEDGEMENT OF ADDENDA

Addenda # _____

Certifications

All Respondents are required to complete and sign this form. Completed form must be returned with RFP no later than the advertised deadline. Failure to return this completed form may result in disqualification.

Respondents are cautioned to carefully read these certifications prior to signing below. Signing this page shall constitute a warranty by the undersigned that all of the statements, certifications and information set forth within these certifications are true, complete and correct as of the date signed. The undersigned is notified that if the college learns that any of the following certifications were falsely made, any contract entered into with the undersigned shall be subject to termination.

1. **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.
2. **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.
3. **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.
4. **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).
5. **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.
6. **Fair Employment Practice:** Company is in compliance with all State and Federal laws regarding Fair Employment Practice as well as all rules and regulations.
7. **Our company has an Equal Employment Opportunity and Affirmative Action Program** which complies with Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and the Rehabilitation Act of 1973.
8. **Our company certifies that it is eligible for bidding on public contracts and is not in violation of either paragraph 33E-3 or 33E-4 of Public Act 86-150, 720ILCS 5 with regards to bid rigging/bid rotating.**
9. **When required by law, the bidder and all bidder'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.**

Authorized Signatory: _____

Date: _____

Conflict of Interest Disclosure and Non-Collusion Form

All Respondents are required to complete and sign this form. Completed form must be returned with Proposal no later than the advertised deadline Failure to return this completed form may result in disqualification.

Conflict of Interest Disclosure

Waubonsee Community College is requiring that any and all relationships with the college, its administrators, trustees, committee member, or any other employee of the college be disclosed in writing as a part of any proposal submitted. Contact in regards to this Proposal with any employee of Waubonsee Community College during the pre-award period, except as noted in the solicitation, is strictly forbidden and is considered sufficient grounds for dismissal from the RFP process.

Define the relationship with any Waubonsee Community College administrator, trustee, committee members, or their immediate family member, with which your company or any of its owners, officers, trustees, employees does business with, or for which there is an opportunity to influence a related college decision.

Respondent certifies that there is no known conflict of interest with any Waubonsee administrator, trustee, committee member or employee of the college.

Non-Collusion Statement

The undersigned affirms that he/she is duly authorized to execute this contract and that this company, corporation, firm, partnership or individual has not prepared this Proposal in collusion with any other Company, and that the contents of this Proposal as to prices, terms or conditions of said RFP 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 Proposal.

The undersigned further affirms that this Proposal was prepared independently for this project and that it contains no fees or amounts other than for legitimate execution of this work as specified and that it includes no understandings or agreements in restraint of trade.

Firm Name: _____

By: _____
(Authorized Signatory)

_____ Title

BUSINESS ENTERPRISE PROGRAM MINORITIES, FEMALES, PERSONS WITH DISABILITY PARTICIPATION AND UTILIZATION PLAN

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

Contract Goal to be Achieved by Vendor: This solicitation includes a specific BEP participation goal of 20% of the total dollar amount awarded to MBEs and FBEs, based on the availability of BEP certified vendors to perform or provide the anticipated services and/or supplies required by this solicitation. At least 50% of that total dollar amount should be awarded to WBEs.

The BEP participation goal is applicable to all bids or offers. In addition to the other award criteria established for this solicitation, Waubensee Community College (College) will award this contract to a Vendor that meets the goal or demonstrates 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.**

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 entire goal. Any submission of good faith efforts by Vendor shall be considered as a request for a full or partial waiver. At the time of bid or offer, Vendor, or Vendor's proposed Subcontractor, must be certified with CMS 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 or not responsible, 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

REQUEST FOR PROPOSAL (RFP)
03-25-003 Painting Services Contract
March 21, 2025 at 11:00 a.m.

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 finally awarded to Vendor unless Vendor's BEP Utilization Plan is approved by the College.**
3. **BEP Certified Vendor Locator References:** Vendors may consult CMS' BEP Vendor Directory at www.sell2.illinois.gov/cms/business, as well as the directories of other certifying agencies, but firms **must be certified with CMS as BEP certified vendors at the time of bid or offer.**
4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the College deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subcontractor or supplier.
5. **Calculating BEP Certified Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all BEP certified vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by BEP certified vendors is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:
6. 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.
7. 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.
8. 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, regular dealer, or supplier. A Vendor shall count toward the goal the following expenditures to BEP certified vendors that are not manufacturers, regular dealers, or suppliers:
 - 8.1.1. 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.

- 8.1.2. 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.
- 8.1.3. 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.
9. 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.
10. A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract.
 - 10.1. 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.
 - 10.2. 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.
 - 10.3. 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.

- 11. Good Faith Effort Procedures:** Vendor must submit a 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 de upon request.
- 12. 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.

 - 12.1.** The Utilization Plan may not be amended after contract execution without the College’s prior written approval.
 - 12.2. 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.
 - 12.3.** 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 will approve or deny a request for substitution or other change in the Utilization Plan within five business days of receipt of the request.
 - 12.4.** 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.
 - 12.5.** 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.
 - 12.6.** 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.

- 12.7.** 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.
- 12.8.** 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.
- 12.9.** 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.

APPENDIX B - UTILIZATION PLAN PART 1: COMMITMENT AND SIGNATURE

_____ (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 Waubensee Community College's _____ (Project Name).

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, or a portion of the goal, and hereby requests a waiver (complete Demonstration of Good Faith Efforts checklist below).

Vendor's person responsible for compliance with this BEP goal (*please print clearly*):

Name:

Title:

Telephone:

Email:

Note: Letters of Intent template may be found on the State of Illinois website, <https://www2.illinois.gov/cpo/general/Documents/Letter%20of%20Intent%20Template%20v.14.1.pdf#search=letter%20of%20intent>

APPENDIX B - UTILIZATION PLAN PART II: PARTICIPATION AGREEMENT

Instructions: The Prime Vendor is required to submit a separate, signed and **fully completed Participation Agreement** from each Business Enterprise Program (BEP) minority-owned, woman-owned or disadvantaged certified vendor. **Once signed and submitted with the bid/offer, this Participation Agreement, along with the other Parts of this Utilization Plan, will become a mandated part of the contract, if awarded.** The Prime Vendor shall not prohibit or otherwise limit the BEP/VSB certified vendor(s) from providing subcontractor quotes to other potential bidders/offerors.

Project Name: _____ **Project Number:** _____

Name of Prime Vendor: _____

Address: _____

City, State and Zip: _____

Telephone: _____ Fax: _____ Email: _____

Vendor's Contact responsible for compliance with this Participation Agreement: _____

Name of BEP Certified Vendor: _____

Type of Certified Vendor: MBE WBE DBE

Address: _____

City, State and Zip: _____

Telephone: _____ Fax: _____ Email: _____

BEP Vendor's Contact responsible for compliance with this Participation Agreement:

Type of Agreement: Services Supplies Both Services and Supplies

(a) Proposed % of Contract to be performed by the BEP/VSB Certified Vendor _____%
NOTE: The Prime Vendor must indicate the percentage of the estimated contract award that will be subcontracted to the certified BEP/VSB Vendor.

(b) Anticipated start date of the Certified BEP Vendor: _____.

REQUEST FOR PROPOSAL (RFP)
03-25-003 Painting Services Contract
March 21, 2025 at 11:00 a.m.

- (c) This participation agreement shall have a term of _____ to _____, with a total period of ____ years and ____ months, including renewals, change orders or extensions to the underlying contract.
- (d) Description of work to be performed or goods/equipment to be provided by the BEP certified vendor. All Participation Agreements shall be subject to college’s approval. Any changes involving or affecting the identified BEP certified vendor, scope(s) of work will not be permitted without notification to the college and BEP Compliance, in writing, and approval of the college. *(If more space is needed to fully describe BEP certified firm’s proposed scope of work and/or payment schedule, attach additional sheets.)*

THE UNDERSIGNED PARTIES FURTHER AGREE that once signed and submitted with the bid/offer, this Participation Agreement, along with the other Parts of this Utilization Plan, will become a material part of the contract, and the BEP certified vendor will perform the scope of work for the percentage as indicated above. The Undersigned Parties do also certify that they did not affix their signatures to this document until all areas under Description of Service/ Supply and Fee/Cost were completed.

Vendor (Company Name and d/b/a)	Certified BEP (Company Name and d/b/a)
<div style="display: flex; justify-content: space-between;"> Name (Signature) Date </div>	<div style="display: flex; justify-content: space-between;"> Name (Signature) Date </div>
Name (Print)	Name (Print)
Title	Title

REQUEST FOR PROPOSAL (RFP)
03-25-003 Painting Services Contract
March 21, 2025 at 11:00 a.m.

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

If the BEP participation goal was not achieved, Vendor must provide document 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(s) could not be reached.
- Thoroughly investigate the capabilities of BEP certified vendors and not reject them as unqualified without documented reasons. The BEP certified vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids and proposals in Vendor's efforts to meet the goal.
- 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.

REQUEST FOR PROPOSAL (RFP)
03-25-003 Painting Services Contract
March 21, 2025 at 11:00 a.m.

Appendix A - INSURANCE AND INDEMNITY REQUIREMENTS

1. **SAFETY:** The Contractor, its agents, employees, material men and its Subcontractors will perform all work on the project in a safe and responsible manner, and in compliance with all Federal, State and local safety requirements and standards.
2. **INDEMNIFICATION:** The work performed by the Contractor shall be at the risk of the Contractor exclusively. To the extent permitted by law, Contractor shall indemnify, defend, and hold harmless Owner, affiliated companies of Owner, their partners, joint venturers, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorney's fees and costs, and consultants' fees and costs) which arise in whole or in part or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by Sub-Contractor or its agents.
3. **INSURANCE:** The insurance required shall be written for the duration of the Contract in amounts not less than the following minimum limits or as required by law whichever is greater. The Insurer must give the college at least 30 days prior written notice of cancellation and termination of the firm's coverage thereunder. All subcontractors the firm hires must comply with the same requirements.
 - a. Comprehensive General Liability including Contractor's protective liability, Contractual liability, Completed Operations and Products liability. The latter shall be written for a period of one year from the date of acceptance by the Owner, to be renewed annually as long as the contract is in force. Minimum limits shall be as follows:
 - i. Not less than \$1 million dollars Each Occurrence, \$2 million Products/Completed Operations aggregate, \$1 million Personal and Advertising Injury limits, and \$2 million General Aggregate subject to a per project aggregate.
 - ii. **Firm shall provide Waubensee Community College with a Certificate of Insurance and endorsement naming Waubensee Community College District No. 516, its officers, agents, employees and assigns as Additional Insured thereunder on a primary and noncontributory basis.**
 - b. Workman's Compensation as required by all applicable laws including employer's liability in the amount of \$500,000.00 or as otherwise limited by law.
 - c. Comprehensive Business Automobile Liability including non-ownership and hired car coverage as well as owned vehicles. Minimum limits shall be as follows:
 - i. Written in the amount of not less than \$1 million each accident and covering any auto.
4. **PROPERTY INSURANCE:** It is agreed that the Contractor shall purchase and maintain property insurance for its material left at the job site. Contractor waives all rights of subrogation against Owner for loss of, or damage to, Contractor's work, tools, machinery, equipment, materials or supplies.

END OF DOCUMENT