



## REQUEST FOR PROPOSALS (RFP)

**04-22-003**

**EXECUTIVE SEARCH FIRM – COLLEGE PRESIDENT**

**For**

**WAUBONSEE COMMUNITY COLLEGE**

**RFP Number:** 04-22-003

**RFP Issued:** Monday, April 25, 2022

**Proposals Due:** Friday, May 13, 2022 at 1:00 p.m. Central

**Submit Responses To:** Waubonsee Community College  
Purchasing, DKN 259  
45783 State Route 47  
Sugar Grove, IL 60554

**Questions/Clarifications:** **Direct all questions to the Purchasing Manager.** The college respectfully requests that respondents refrain from speaking with anyone at the college regarding this RFP. Direct questions via email to:

**Theresa Larson, Purchasing Manager**  
[tlarson@waubonsee.edu](mailto:tlarson@waubonsee.edu)

*Firms intending to submit a response to this RFP should read this document in its entirety when planning to submit a proposal.*

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## REQUEST FOR PROPOSAL

Proposals for **Executive Search Firm – College President for Waubonsee Community College, RFP Number 04-22-003**, will be received by Waubonsee Community College District 516, at the office of the Purchasing Manager, Dickson Center, Room 259, 45783 State Route 47, Sugar Grove, IL 60554 until **1:00 p.m. Central, Friday, May 13, 2022**, at which time the respondents' names will be read publicly.

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

No response shall be withdrawn for a period of ninety (90) days after the advertised close date without the consent of the college.

Respondents may download the RFP in addition to any future addenda from the college's Purchasing website at the following URL address: <https://www.waubonsee.edu/local-businesses-employers-and-vendors/bidrfprfi-opportunities>.

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

## LEGAL NOTICE

**RFP NOTICE**  
**No. 04-22-003**

Waubonsee Community College is accepting Proposals for **Executive Search Firm - President for the Waubonsee Community College District 516**. The RFP documents may be downloaded from the college's Website at: <https://www.waubonsee.edu/local-businesses-employers-and-vendors/bidrfprfi-opportunities>.

Responses are due to the college's Purchasing Department no later than **1:00 p.m. Central Time, Friday, May 13, 2022**, at which time the Respondents names will be read publicly.

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

Waubonsee Community College Board of Trustees reserves the right to reject any and/or all responses. This invitation is issued in the name of the Board of Trustees of Waubonsee Community College District 516, Sugar Grove, Illinois.

## INTRODUCTION

Waubonsee Community College, an institution of higher learning located in Sugar Grove, Illinois is accepting proposals from qualified executive search firms to serve as Consultant to the Board of Trustees for the identification and recruitment of prospective candidates and eventual hiring for the position of PRESIDENT.

The information provided is intended to assist firms to respond completely to this Request for Proposal. It is not intended to limit a proposal's content or to exclude any relevant or essential data. Firms are encouraged to include additional information that will substantiate their product quality and service capabilities.

## PURPOSE

The purpose of this RFP is to obtain information that will enable the college to select a Consultant to assist the college with the process of finding the next college President. Consultants should have in-depth experience in executive placement services in higher education, with preference for those that have significant work with community colleges.

The objective of the RFP is to find and place an individual with the qualifications, skills, and emotional intelligence to provide the vision and strategic direction of the college over the next several years. There will be a college search committee led by the Board Chair and comprised of board members, institutional representatives, and community stakeholders who will be the key members to identify and recommend a final candidate. Input will also be gathered from college staff, faculty, students, and members of the community who will have the opportunity to meet the final candidates.

## SCHEDULE OF EVENTS

<b>EVENT</b>	<b>DATE</b>
Release RFP	April 25, 2022
Last Day to Submit Questions	May 10, 2022
RFP Submittal Deadline	May 13, 2022
Evaluation and Interviews	May 2022 – Date to be determined
Board Approval	June 15, 2022
<i>Note: All dates are subject to revision by the college. Nothing herein binds or shall be construed to bind Waubonsee Community College to enter into any agreement with any party, including any Respondent hereto.</i>	

## BACKGROUND

### College Overview

Waubonsee Community College, 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. WCC 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, WCC has cultivated a learning-centered culture that values, and an infrastructure that advances, continuous quality improvement.

### **Mission Statement**

Waubonsee Community College provides exceptional learning through accessible, equitable, and innovative education. We are committed to enriching the lives of our students, employees, and community by working together to create opportunities to discover new passions, share knowledge, and embrace diversity.

### **Vision**

Waubonsee Community College opens the door of knowledge, sparks imaginations, and enlightens lives through learning. We welcome the diverse abilities, goals, and experiences of individuals standing on the threshold of discovery. Our success is defined by the dreams we help shape, the opportunities we help design, and the futures we help create.

### **Core Values**

#### **Quality:**

We constantly redefine what it means to be “the best,” seeking to improve in every area and exceed the expectations of those we serve.

#### **Value:**

We focus every resource directly on the search for learning, creating tangible benefits in everything we do.

#### **Innovation:**

We are actively engaged on the frontiers of education, continuously improving the learning environment for our students and communities.

#### **Service:**

We view the world from the perspective of those we serve, anticipating needs and striving to exceed expectations while demonstrating a caring, knowledgeable, consistent connection with each individual every time they meet us.

#### **Accessibility:**

We remove barriers to learning formed by time, geography, education, culture, experience or beliefs to provide a full range of quality educational opportunities for all who can benefit.

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**May 13, 2022 at 1:00 p.m.**

## 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



## SCOPE OF SERVICES

The college seeks to contract with an executive search firm and/or consultant to assist with the hiring of a President. Such services may be firms or individuals paid by retainer or hourly. The college seeks a search firm with demonstrable expertise in developing executive level active and passive candidate pools within higher education. The firm(s) or individual(s) hired for the President search will report to a search committee of the Board of Trustees.

The President is the Chief Executive Officer of the College. The President derives his/her authority from and is directly responsible to the Board of Trustees and the public. The primary responsibility of the President is to provide the leadership that enables the college to establish and achieve to the extent possible its philosophy, mission and vision, and goals as approved by the Board of Trustees in accordance with applicable provisions of the Illinois Public Community College Act, 110 ILCS 805/1 et seq.

The firm/individual(s) hired will be expected to:

1. Execute a search for candidates with qualifications meeting the position description.
2. Screen and interview candidates as appropriate to ascertain legitimacy of potential candidate.
3. Provide at least seven (7) to ten (10) well qualified candidates to the college for interviews.
4. Coordinate interviews and travel as appropriate.
5. Make presentations to college's parties of interest as appropriate.
6. Screen candidates for conflicts of interest.
7. Perform reference and background checks on the top candidates.
8. Work with the Board of Trustees and/or a search committee appointed on behalf of the Board and engage in appropriate communications with the Board/committee/stakeholders.
9. Assist with the cultivation of a Search Profile for the College President position.
10. Assist with presidential transition activities.

## Minimum Qualifications

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

1. Demonstrated expertise completing senior, executive level searches, including successful searches in higher education.
2. Evidence of conducting at least five (5) successful searches of a similar nature in the last five (5) years, and must have been in the search field for at least the last five (5) years.
3. Recognized as a leader in academic executive searches in connection with academia or high performing positions at institutions or entities with fifty million-dollar annual budgets or more.
4. Have available and capable staff to complete the search.
5. Demonstrated track record of client success as evidenced through references. Provide a list of three (3) clients, with at least one (1) being in higher education, with an enrollment of at least 5,000 FTE students that you have completed similar executive level searches for in the past that resulted in a successful hire. Please include the title of the position along with complete contact information for each: for the hiring institution and the candidate who was hired for the position.

## Insurance

The Respondent shall not commence work under this contract until all insurance required herein is obtained and approved by the college. Nor shall the Respondent allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained. The Respondent shall furnish Waubonsee with a Certificate of Insurance, with Waubonsee Community College, its trustees, officers, agents, employees, and any other parties designated by Waubonsee named as an additional insured for Commercial General and Automobile Liability. Insurance companies must have a Best Rating of at least A VI and otherwise be acceptable to the college. Worker's compensation insurance shall include a waiver of subrogation in favor of Waubonsee Community College. The college will also be shown as the certificate holder.

## Other Contractual Terms

The contract shall contain a unilateral cancelation clause for Waubonsee Community College at any time within the first sixty (60) days of the contract, and a unilateral cancelation clause for the college at any time during the contract period with fifteen (15) days written notice, or other terms as mutually agreed upon by the search provider and the college.

Reinitiate additional executive searches, at no fee to the college, if successful candidate leaves (via resignation or termination with or without cause) the employment of the college within one (1) year of placement.

After the initial evaluation, the top finalists may be requested to make a webinar or in-person presentation, or to further negotiate the terms and conditions of the contract. If notified, the firm must be prepared to present within five (5) business days from the date of email notification. Specific instructions regarding the presentation will be included in the notification.

## GENERAL INSTRUCTIONS

1. Request for Proposal (RFP) documents may be downloaded from the Purchasing Webpage at: <https://www.waubonsee.edu/local-businesses-employers-and-vendors/bidrfprfi-opportunities>.
2. **RFP is not binding on Waubonsee.** This RFP is not a binding offer by the college and acceptance of the terms of this RFP by any Respondent shall not create a binding contract with the 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 college procurement requirements.
3. **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.

4. 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.
5. 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](mailto:purchasing@waubonsee.edu).
6. All questions will be responded to by addendum and posted to the college's website. Do not expect an immediate answer.
7. Proposals may be withdrawn by written request from Respondent prior to the date and time established for the opening.
8. All late proposals will be rejected.
9. All proposals must be signed by a duly authorized representative of the firm; all unsigned proposals will be rejected.
10. Proposal prices must be good for a period of ninety (90) days from the date of opening.
11. There is no express or implied obligation for the college to reimburse firms for any expenses incurred in preparing proposals in response to this request.
12. Invoices are paid monthly for work completed or as negotiated in the executed contract.
13. The college's payment terms are net 30 days.
14. Waubonsee Community College encourages the participation of qualified businesses owned by minorities, females and persons with disabilities in contracts the college awards. This policy shall be furthered by complying with the Business Enterprise for Minorities, Females and Persons with Disabilities Act, 30 ILCS 575/0.01 et seq. and by cooperating with the Illinois Business Enterprise Council.

## PROPOSAL CONTENT AND EVALUATION CRITERIA

Prepare your Response 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.

### Proposal Content

#### **TAB 1: Transmittal Letter and Required Forms**

Include the following:

1. Transmittal Letter - signed by an individual authorized to legally bind the Respondent
  - a. Statement referencing all addenda. If no addenda have been received, a statement to that effect should be included.
  - b. Statement that summarizes any deviations or exceptions to the RFP requirements and includes a detailed justification for the deviation or exception.
2. Complete - Appendix A: RFP Authorization Page
3. Complete – Appendix B: Certifications
4. Complete – Appendix C: Conflict of Interest Disclosure and Non-Collusion Form

5. Complete – Appendix D: Firm Status on Minorities, Females, And Persons with Disabilities
6. Complete – Appendix E: Waubensee Community College Business Enterprise Program, Minorities, Females, Persons with Disability Participation and Utilization Plan

**Tab 2: Company Information / Summary**

Include the following:

1. General information
  - a. Name of company, primary contact person, address, email address, and telephone and fax number of the firm.
  - b. Brief overview of your organization, including general information about your firm, including the size of the organization, location of offices, years in business, number and position titles of staff, and qualities which differentiate your company from your competitors.
2. Provide an organization chart and resumes of lead and/or team lead responsible for the success of the engagement and staff and that will complete the search.
3. Specify the location of the individuals or team that would provide the services.
4. Provide a brief statement of qualifications/executive summary including an understanding of the college's intent and objectives and how your proposed plan will achieve those objectives.

**Tab 3: Qualification and Background**

Provide evidence of the following:

1. Demonstrated expertise completing senior, executive level searches, preferably with higher education.
2. Provide evidence of conducting at least five (5) successful searches of a similar nature in the last five (5) years, and must have been in the search field for at least the last five (5) years.
3. Provide an overview of the anticipated challenges in an academic search of this level and plans to overcome them.
4. Demonstrated track record of client success as evidenced through references. Provide a list of three (3) clients, preferably in higher education, that you have completed similar projects for in the past. Include a contact name and full contact information for each.
5. Identify, if any, relevant entities where you have an "off-limits" or "hands off agreement" that would prevent you from recruiting.

**Tab 4: Proposed Methodology**

1. Provide a detailed work plan including timeline, milestones and tasks that you or your firm are proposing. Include a proposed methodology to secure input (including from the Board and college stakeholders) responsibilities for the college, you/your firm and key decision points.
2. Describe your strategy for implementing the President recruitment (including submission and name of various publications, both hard copy and electronic format, in which the positions will be advertised), and identify potential contacts through personal outreach to encourage applicants from diverse backgrounds to apply.
3. You will be expected in conjunction with the Board and/or search committee operating on

behalf of the Board to screen/review resumes for background and qualifications followed by telephone or in-person (whichever is agreed to by the college) interviews to clarify each applicant's experience and credentials and to prepare a written summary of a maximum of ten (10) to fifteen (15) candidates, for the position, with the most promising qualifications. You will be expected to work with the Board and/or search committee operating on behalf of the Board to provide periodic updates to the Board on the process. Please provide either the interview format or what information will be assessed at each stage of screening/review process with your firm.

4. What is the process you will use to identify the candidate(s)? What types of backgrounds would you target? Please be as specific as possible. Demonstrated leadership and strategic thinking to manage groups with different interests and viewpoints; and knowledge of how to manage complex compliance structures are of interest to the Board.
5. What methodology do you use to screen candidates, including identification of potential conflicts of interest?
6. What risk do you see in the search?
7. What outcomes do you anticipate for this search?

**Tab 5: Business Enterprise Program**

1. Waubonsee Community College encourages the participation of qualified minorities, females, and persons with disabilities owned businesses in public contracts and commits to the economic development of disadvantaged business enterprises and the award of contracts to businesses owned by minorities, females, and persons with disabilities for services to the extent provided by the Business Enterprise for Minorities, Females and Persons with Disabilities Act ("Act"), 30 ILCS 575.
2. This solicitation contains an aspirational goal of 20% to include businesses owned and controlled by minorities, females and persons with disabilities in the procurement and contracting/subcontracting processes.
3. Respondent must describe its plan for BEP participation and commitment to achieving meaningful technical and financial goals. Respondent must complete and submit the forms that are attached to this RFP to provide evidence of Respondent's proposed BEP participation in some aspect of the contract.

**Tab 6: Cost Proposal / Professional Fees**

Please provide a detailed, all-inclusive, not-to-exceed price for proposed services including the proposed number of hours and proposed staffing.

**Evaluation**

1. Affirm that the Consultant who will be providing the services in this contract is free from obligation and interests that might conflict with Waubonsee Community College or the State of Illinois. Disclose any information about the Consultant that presently or in the future could impair their ability to provide the required level of services.

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2. Expertise, experience, and qualifications of the Consultant's personnel in each discipline that may provide services relevant to the RFP; Expertise, experience, and qualifications of any special consultants proposed. **(20 points)**
3. Experience with higher education clients to include executive searches and realistic understanding of current needs and trends in higher education facilities, emphasizing community colleges. **(20 points)**
4. Expertise, experience, and results of the Consultant in providing services on other term contracts or on other projects of similar size, scope, and features as those identified in this RFP. **(20 points)**
5. Overall suitability to provide the services outlined in the RFP within the time, budget, and operational constraints that may be present and the comments and/or recommendations of the Consultant's previous clients and references. **(20 points)**
6. Provide a fee and expense proposal for the cost of the service. Actual fees and expenses may be negotiated but may not exceed the amount specified in your proposal. **(20 points)**

All acceptable proposals will be evaluated by a Waubensee Community College Board Transition Committee based upon the criteria listed in this RFP. Any decision of this committee is subject to the Board of Trustees' approval.

1. The college reserves the right to:
  - a. Accept or reject any or all proposals
  - b. Select the proposal most responsive to the college's needs
  - c. Award the contract to the firm who will best serve the interests of the college at the college's sole discretion
  - d. 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
  - e. Request additional information or clarifications and to allow corrections of errors and omissions
  - f. Waive minor irregularities or variations to specifications in the process
  - g. Conduct any investigation of the qualifications of any firm that it deems appropriate
2. A selection committee from the college will review all proposals and make a recommendation. Some factors may include:
  - a. Professional capacity to take on the work.
  - b. Proposed fee structure
  - c. Ability to perform within time and budget constraints
  - d. Evaluation of potential work plans
  - e. Previous work experience and performance with similar institutions
  - f. Recommendations by references
  - g. Other pertinent information submitted

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3. The committee may elect to interview one (1) or more consultants. Interviews may be conducted in person or by telephone/video conference call. If interviews are held, final adjustments in the evaluation scoring may be made following the interview.
4. The college will not be liable for expenses incurred in attending this interview.
5. At the college's discretion, the college may invite one (1) or more finalists for a second interview. The college will not be liable for expenses incurred in attending this interview.
6. The college will conduct contract negotiations with the firm whose proposal is deemed most responsive to the college's needs. Until the college acts formally to approve a contract, and until such contract is signed by both parties, the college is legally obligated in no respect. By this Request for Proposal, the college has not committed itself to undertake the work set forth.
7. In accordance with the requirements of the RFP, the college shall negotiate final terms, conditions and fees with the successful Respondent. If terms and conditions cannot be agreed upon, the college reserves the right to terminate the award and begin negotiations with the next highest ranked Respondent.

## SUBMITTING PROPOSALS

### Proposal Format and Submission

1. Waubonsee Community College's Purchasing Manager will receive proposals until **Friday, May 13, 2022 at 1:00 pm. Central.**
2. Respondents mailing a Response should allow sufficient time for mail delivery to ensure timely arrival. Any proposal received after the bid closing date will be immediately disqualified.
3. Firms 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.
4. The Response should be concise, well organized, and demonstrate the Respondent's qualification. The Response may be no longer than 30 pages on 8 ½" x 11" paper, exclusive of the cover letter, exhibits, and pictures.
5. Each copy of the Response must be bound, be single-sided, tabbed, and organized, and shall include all of the information as stated in this document. Company/Organization submitting a Response must submit ten (10) copies of the Response and one (1) USB drive with a PDF version of the Response.
6. Note for the PDF Version of the Response: The filename of the PDF version of the RFP must be named in the following manner substituting the Company/Organization/Firm name in the appropriate location: "[INSERT COMPANY/ORGANIZATION/FIRM NAME] PRESIDENT SEARCH RFP.PDF," The PDF version of the RFP must be comprised of a single document, NOT MULTIPLE DOCUMENTS where the company/organization/firm introduction letter, exhibits, etc., are saved as separate PDF documents. Only one (1) complete copy of the PDF version will be accepted per USB.
7. Note for Exhibits: All Exhibits should be tabbed, labeled, and included as part of the appendix. At the Company/Organization/Firm discretion, it is at the Responder's discretion to determine how

to reference the location of the Exhibits in the appendix in the body of the RFP. All Exhibits may be recreated in another program as long as the formatting and information requested mirrors the PDF forms attached to this RFP. The PDF forms intend to keep all the requested information in a uniform format.

8. **Ten (10) copies** in a sealed opaque envelope or box shall be delivered no later than May 6, 2022 1:00 pm Central to:

Waubonsee Community College  
Attention: Theresa Larson  
Finance Department  
45783 State Route 47  
Sugar Grove, Illinois 60554

### Confidentiality & Proposal Ownership

1. RFP Ownership: All proposals to the RFP will become the property of Waubonsee Community College and will not be returned.
2. Public Records Act: 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.

## Appendix A: 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

 \_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email Address

### **Questions to be Answered**

1. Is this bid part of a consortium or cooperative contract? If yes, identify consortium/cooperative and contract name/number:

\_\_\_\_\_  
\_\_\_\_\_

2. What is your warranty for parts and labor? \_\_\_\_\_
3. What is the lead time from receipt of purchase order? \_\_\_\_\_

### **Acknowledgement of Addenda (if any)**

I acknowledge having received addenda # \_\_\_\_\_.

## Appendix B: 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 33-E-4 of Public Act 86-150, 720ICLS 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:** \_\_\_\_\_

## Appendix C: 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.

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Respondent certifies that there is no known conflict of interest with any WCC 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

## Appendix D: FIRM STATUS ON MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES

Waubonsee Community College is requiring firms to provide information on the status of its business so the college can comply with the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575/1, et seq.

Identify Business Status ( \_\_\_ MBE \_\_\_ WBE \_\_\_ DBE \_\_\_ VOB)

- African American
- Alaskan Native/Native American
- Asian American
- Disabled
- Female
- Hispanic American
- Veteran
- Not Applicable

### Small Business

- HUBZone small business
- Service-disabled veteran-owned small business
- Small Business
- Small disadvantaged business
- Veteran-owned small business
- Women-owned small business
- Not Applicable

### Certifying Organization

- DCMS (Department of Central Management Services) Business Enterprise Program
- CMBDC (Chicago Minority Business Development Council)
- IDOT (Illinois Department of Transportation)
- WBDC (Women's Business Development Center)
- Other (Please Specify)
- Not Applicable

**For more information please visit:**

<http://www.illinois.gov/cms/business/sell2/bep/Pages/Default.aspx>

## APPENDIX E: WAUBONSEE COMMUNITY COLLEGE - 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, Waubonsee Community College (Waubonsee) 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 Waubonsee'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

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Agreements will only be credited toward BEP goal achievements for specific work performed by the BEP certified vendor. Each party to the Joint Venture Agreement must execute the bid or offer prior to submission of the bid or offer to the college.

2. An agreement between a vendor and a BEP certified vendor in which a BEP certified vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. Waubonsee 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](http://www.sell2.illinois.gov/cms/business), as well as the directories of other certifying agencies, but firms **must be certified with CMS as BEP certified vendors at the time of bid or offer.**
4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the college deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subcontractor or supplier.
5. **Calculating BEP Certified Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all BEP certified vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by BEP certified vendors is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:
  - 5.1. The value of the work actually performed or goods/equipment provided by the BEP certified vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the BEP certified vendor, including supplies purchased or equipment leased by the BEP certified vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.
  - 5.2. A vendor shall count the portion of the total dollar value of the BEP contract equal to the distinct, clearly defined portion of the work of the contract that the BEP certified vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other BEP certified vendor. Work performed by the non- BEP certified party shall not be counted toward the goal. Work that a BEP certified vendor subcontracts to a non-BEP certified vendor will not count towards the goal.
  - 5.3. A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a BEP certified vendor manufacturer, 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:
    - 5.3.1. The fees or commissions charged for providing a bona fide service, such as

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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.

5.3.2. The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the college to be reasonable and not excessive as compared with fees customarily allowed for similar services. The BEP certified vendor's trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.

5.3.3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the college to be reasonable and not excessive as compared with fees customarily allowed for similar services.

**5.4.** BEP certified vendors who are performing on contract as second tier subcontractors may be counted in meeting the established BEP goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.

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

5.5.1. A firm is considered to perform a commercially useful function when it is responsible for execution of a distinct element of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. The BEP certified vendor must also be responsible, with respect to materials or supplies used on the contract, for negotiating price, determining quality and quantity, ordering the materials or supplies, and installing the materials (where applicable) and paying for the material or supplies. To determine whether a firm is performing a commercially useful function, the college shall evaluate the amount of work subcontracted, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually performing and the credit claimed for its performance of the work, industry practices, and other relevant factors.

5.5.2. A BEP certified vendor does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction or contract through which funds are passed through in order to obtain BEP certified vendor participation. In determining whether a BEP certified vendor is such an extra participant, the college shall examine similar transactions, particularly those in which BEP certified vendors do not participate, and industry practices.

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**5.6.** A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

**6. Good Faith Effort Procedures:** Vendor must submit 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.

**7. Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan. **After approval of the Plan and award of the contract, the Utilization Plan becomes part of the contract.** If Vendor did not succeed in obtaining BEP certified vendor participation to achieve the goal and the Utilization Plan was approved and contract awarded based upon a determination of good faith, the total dollar value of BEP certified vendor work calculated in the approved Utilization Plan as a percentage of the awarded contract value shall become the contract goal.

**7.1.** The Utilization Plan may not be amended after contract execution without the college's prior written approval.

**7.2. Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the college.** Unauthorized changes or substitutions, including performing the work designated for a BEP certified vendor with Vendor's own forces, shall be a violation of the utilization plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions.

**7.3.** If it becomes necessary to substitute a BEP certified vendor or otherwise change the Utilization Plan, Vendor must notify the college in writing of the request to substitute a BEP certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The college will approve or deny a request for substitution or other change in the Utilization Plan within five (5) business days of receipt of the request.

**7.4.** Where Vendor has established the basis for the substitution to the college's satisfaction, it must make good faith efforts to meet the contract goal by substituting a BEP certified vendor. Documentation of a replacement BEP certified vendor, or of good faith efforts to replace the BEP certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non- BEP certified vendor or Vendor may perform the work.

**7.5.** If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the college to modify the Utilization Plan and must make good faith efforts to ensure that BEP certified vendors have a fair opportunity to

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submit a bid or offer on the new scope of work.

**7.6.** A new BEP certified vendor agreement must be executed and submitted to the college within five (5) business days of Vendor's receipt of the college's approval for the substitution or other change.

**7.7.** Vendor shall maintain a record of all relevant data with respect to the utilization of BEP certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three (3) years after the completion of the contract. Full access to these records shall be granted by Vendor upon 48 hours written demand by the college to any duly authorized representative thereof, or to any municipal, state or federal authorities. The college shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the BEP certified vendor and final payment to the BEP certified vendor by Vendor, but not later than 30 calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the BEP certified vendor under the contract.

**7.8.** The college will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the BEP certified vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the college to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.

**7.9.** The college reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

## UTILIZATION PLAN 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>*

## 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/Solicitation 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



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## UTILIZATION PLAN PART III: 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](http://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.

**GOOD FAITH EFFORTS CONTACT LOG**

Use this Log to document all contacts and responses (telephone, email, 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.

<b>Certified BEP VendorName</b>	<b>Name of Person Contacted</b>	<b>Date</b>	<b>Contact Method</b>	<b>Scope of Work Solicited / NIGP Commodity / Service Code(s)</b>	<b>Reason Agreement Was Not Reached</b>

**END OF DOCUMENT**