



8900 US Highway 14 Crystal Lake, IL 60012  
(815) 455-3700 | [www.mchenry.edu](http://www.mchenry.edu)

MCHENRY COUNTY COLLEGE  
REQUEST FOR PROPOSAL  
Transportation Services for Athletics

You are invited to submit a proposal for TRANSPORTATION SERVICES FOR ATHLETICS. Please include delivery charges in your pricing. The College is exempt from all sales tax. Proposals are due by **August 16, 2024, AT 10:00 AM.**

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

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

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

Sole point of contact: Karen Wiley  
Director of Athletics  
[kwiley@mchenry.edu](mailto:kwiley@mchenry.edu)

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

Mark Outside of Envelope: Transportation Services for Athletics RFP#08162024

**GENERAL INFORMATION**

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

MCC Issues RFP listed at <a href="http://www.mchenry.edu/bid">www.mchenry.edu/bid</a>	July 25, 2024
Last day for vendors questions via email <a href="mailto:kwiley@mchenry.edu">kwiley@mchenry.edu</a>	August 7, 2024
Response to vendor questions will be listed by addendum at <a href="http://www.mchenry.edu/bid">www.mchenry.edu/bid</a>	August 9, 2024
Bid End Date	August 16, 2024, 10:00 AM CST
Bid Opening Date	August 16, 2024, 10:00 AM CST Building A, Room 217
Reviewed by MCC Evaluation Team by	August 19-26, 2024
Recommendation to Board of Trustees	August 29, 2024
Notification of Award by	August 30, 2024

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

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

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BID SUBMISSION FORM

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

Bid Submitted by: \_\_\_\_\_

Signature: \_\_\_\_\_

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

- The Owner/  
Sole Proprietor       Member of the  
Partnership       Officer of the  
Corporation       Member of the  
Joint Venture

Company: \_\_\_\_\_

Address: \_\_\_\_\_

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

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

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

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

Contract Person: \_\_\_\_\_

Contract Email: \_\_\_\_\_

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**SPECIFICATIONS & PRICING SHEET**

**BID SPECIFICATIONS:** McHenry County College is accepting bids for charter bus service for its Athletic Teams' away games and tournaments. This Bid may be awarded to a single or multiple bidders based on cost. Once an award(s) has been approved by the MCC Board of Trustees, the Athletic Director will reach out to awarded bidder(s) to schedule transportation.

**BUSES:** The charter/motor coach vehicles need to have 14, 36, and 56 passenger capacity options in order to meet the needs of the teams' varying roster sizes and their equipment. The charter/motor coach vehicle should have a minimum of an on-board restroom, air conditioning, and equipment storage. ADA accessibility should be available upon request. Vehicles must be clean, well maintained, damage free inside and out, in excellent mechanical condition, with all systems in working condition.

**PRICING:** Pricing should be quoted based on bus size and duration of trip. Firm pricing is assumed to be all-inclusive. Any additional fees (such as additional drivers, driver accommodations, parking, fuel surcharge, etc.) should be specifically identified in the Bid. Please also note any minimum charge requirements or similar policies. A separate sheet should be used if necessary.

**MULTI-DAY TRAVEL:** A limited number of travel events will require an overnight stay. The College will be responsible for arranging all overnight accommodations including a standard room for the driver(s). The driver will be responsible for all incurred costs other than the cost of the room. Please note that travel events requiring overnight stays will include local travel to and from the competition sites as well as other locations as needed (example: restaurants). The College does not anticipate a need for any overnight driving.

**DRIVERS:** Drivers shall be courteous, considerate, clearly identified as authorized employees of the bidder, and be able to show appropriate identification. The bidder agrees that any and all charter/motor coaches provided shall comply with all Department of Transportation regulations. Every driver/operator must be at least 25 years of age and appropriately licensed in accordance with all applicable laws and regulations. All drivers must be available for contact at any time during the trip. Every charter/motor coach provided must have a functioning cell phone with each driver at all times.

In the event the College determines that a driver has been remiss of the responsibilities concerning requests, safety standards, speeding, or offensive behavior, the College reserves the right for the removal of the driver from future charters. The vehicle driver(s) must work with the athletic coach or designated College official to be available for local transportation at the trip destination. Stops for meals may be required on certain trips. The bidder is responsible for the driver's meals. Tolls, parking fees, fuel, and repairs are the bidder's responsibility.

**BOARDING AND DEPARTURE TIMES:** The primary pickup site for Athletic travel is McHenry County College Main Campus, 8900 US Highway 14, Crystal Lake, IL 60012. Departure times are critical for team travel to maintain planned itineraries. A 10% penalty fee shall be assessed for every 15 minutes that the vendor is late for departure.

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Unless otherwise specified in the booking, buses are to be at the departure point 15 minutes ahead of the scheduled departure time to allow for passenger boarding.

Each team must arrive to the destination site at least 90 minutes prior to the start of a competition. It will be the responsibility of the bidder to coordinate with McHenry County College Athletics staff members to determine departure times necessary to meet this requirement, taking into consideration drive time and road and weather conditions to arrive on site, on time. It is expected that the bus and driver will remain on site for the length of the competition.

**CANCELLATIONS:** Athletic games may be cancelled due to weather prior to a scheduled departure date and/or time. Some cancellations may occur as late as the same day of travel. The Athletic Director or College official will notify the vendor immediately upon receiving a cancellation. In such case of cancellation, the College shall not pay for any departure. If the bus departs the College for its destination and a cancellation occurs, the College shall pay the proportionate mileage of the total cost of the trip.

<b>MCHENRY COUNTY COLLEGE ATHLETIC DEPARTMENT CHARTER BUS DATES, 2024-2025</b>					
<b>Date Depart</b>	<b>Date Return</b>	<b>Sport</b>	<b>Destination</b>	<b>Passenger Count</b>	<b>Departure Time</b>
Aug. 29	Aug. 31	VB	Owens, OH	14	8:00am
Sept. 12	Sept. 13	Bb	Westfield, IN	50	6:00am
Sept. 20	Sept. 21	Bb	Carterville, IL	50	6:00am
Sept. 26	Sept. 27	VB	Champaign, IL	14	7:00am
Sept. 27	Sept. 27	Bb	Springfield, IL	50	6:00am
Oct. 1	Oct. 1	Soccer	Palos Hills, IL	28	1:00pm
Oct. 4	Oct. 6	VB	Grand Rapids, MI	14	8:00am
Oct. 5	Oct. 5	Soccer	Moline, IL	28	1:00pm
Oct. 6	Oct. 6	MBB	Ames, IA	18	6:00am
Oct. 24	Oct. 26	VB	Champaign, IL	14	8:00am
*Nov. 19	Nov. 23	VB	Cedar Rapids, IA	14	9:00am
Nov. 30	Dec. 1	MBB	Champaign, IL	18	8:00am
Dec. 17	Dec. 17	WBB/MBB	Galesburg, IL	30	1:00pm
Dec. 28	Dec. 31	WBB	Peoria, IL	14	8:00am
Feb. 20	Feb. 20	WBB/MBB	Palos Hills, IL	32	1:00pm
Feb. 21	Feb. 23	Bb	Marion, IL	50	7:00am
Feb. 28	Feb. 30	Bb	Mattoon, IL	50	7:00am
March 6, 2025	March 8, 2025	Bb	Fairfield, IL	50	7:00am
March 13, 2025	March 15, 2024	Bb	Council Bluffs, IA	50	9:00am
*March 17, 2025	March 22, 2025	MBB	Danville, IL	18	9:00am

<i>*Potential National Tournament dates TBD – Must win regionals to qualify. Could confirm 2 weeks prior to that date.</i>
Confirm cancellation policy. Due to weather, we may not know soccer cancellation until 4 hours of departure.
Choice of vehicle size based on max allowed on bus. 14-36-56
Point to Point Transfer Pickup at MCC-Trip to Destination-Return and Drop-off at MCC
One bag luggage(carry-on) for each passenger

## MINIMUM INSURANCE REQUIREMENTS

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

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

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

### 1. **WORKERS COMPENSATION/EMPLOYERS LIABILITY:**

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

### 2. **COMMERCIAL GENERAL LIABILITY:**

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

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

### 3. **COMMERCIAL AUTOMOBILE LIABILITY:**

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

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

**4. UMBRELLA LIABILITY:**

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

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

**5. PROFESSIONAL LIABILITY:**

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

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

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



**SPECIFICATIONS & PRICING SHEET**

**Price for 14 Passenger Vehicle**

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**Price for 36 Passenger Vehicle**

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**Price for 56 Passenger Vehicle**

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**Cancellation Policy**

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**Other / Alternate Vehicle / Additional Driver / Fuel Surcharge / ETC. .**

A separate sheet should be used if necessary.

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

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

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

Company  
Name

---

By \*

---

Address

---

City /  
State /  
Zip

---

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

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

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

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**W9 FORM**

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

**Request for Taxpayer  
 Identification Number and Certification**

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

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

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

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

**Part I Taxpayer Identification Number (TIN)**

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

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

**Part II Certification**

Under penalties of perjury, I certify that:

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

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

<b>Sign Here</b>	Signature of U.S. person	Date
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**General Instructions**

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

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

**What's New**

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

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

**Purpose of Form**

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

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

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

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

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

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

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

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Joint Venture Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Joint Venture Agreement must clearly evidence that the BEP certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the BEP certified vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the BEP certified vendor to be dedicated to the performance of the contract. Established Joint Venture Agreements will

only be credited toward BEP goal achievements for specific work performed by the BEP certified vendor. **Each party to the Joint Venture Agreement must execute the bid or offer prior to submission of the bid or offer to the College.** The contract will not be awarded to Vendor unless the College approves the Vendor's Utilization Plan and Joint Venture Agreement, if applicable.

2. **Calculating BEP Certified Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided, by all BEP certified vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by BEP certified vendors is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:
  - 2.1. The value of the work actually performed or goods/equipment provided by the BEP certified vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the BEP certified vendor, including supplies purchased or equipment leased by the BEP certified vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.
  - 2.2. vendor shall count the portion of the total dollar value of the BEP contract equal to the distinct, clearly defined portion of the work of the contract that the BEP certified vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other BEP certified vendors. Work performed by the non-BEP certified party shall not be counted toward the goal. **Work that a BEP certified vendor subcontracts to a non-BEP certified vendor will not count towards the goal.**
  - 2.3. A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from BEP certified vendor manufacturers, regular dealers, or suppliers. A Vendor shall count toward the goal the following expenditures to BEP certified vendors that are not manufacturers, regular dealers, or suppliers:
    - 2.3.1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the College to be reasonable and not excessive as compared with fees customarily allowed for similar services.

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

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

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

2.5. A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract. A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

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

4. **Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan. **After approval of the Utilization Plan and award of the contract, the Utilization Plan becomes part of the contract.**

4.1. The Utilization Plan may not be amended after contract execution without the College's prior written approval. Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the College's prior written approval. The Vendor's request to substitute BEP certified vendors must state the specific reasons for the change or substitutions. Unauthorized changes or substitutions, including performing the work designated for a BEP certified vendor with Vendor's own forces, shall be a violation of the Utilization Plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions.

4.2. Vendor shall maintain a record of all relevant data with respect to the utilization of BEP certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three years after the completion of the contract. The College shall have the right to access to these records upon 48 hours written demand. The College shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor.

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

### UTILIZATION PLAN

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

Vendor submits the following statement:

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

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

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

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

Phone: \_\_\_\_\_

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



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**BEP Utilization Plan**

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

<b>Name of Firm</b>	<b>Contract Value</b>	<b>Description of Work</b>	<b>% of Goal</b>
<b>TOTAL</b>			

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

If the BEP participation goal was not achieved, Vendors must provide documented evidence of good faith efforts to achieve the goal.

Below is a checklist of actions that will be used to evaluate a Vendor's Demonstration of Good Faith Efforts and Request for Waiver. **Please check the actions which you completed.** If any of the following actions are not completed, please attach a detailed written explanation indicating why such action was not completed. If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed description of such efforts. The College reserves the right to review and audit the results of the Vendor's good faith efforts.

- Utilize the Sell2Illinois website: [www2.illinois.gov/cms/business](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 could not be reached.

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- Thoroughly investigate the capabilities of BEP certified vendors and not reject them as unqualified without documented reasons.
- Make efforts to assist interested BEP certified vendors in obtaining lines of credit or insurance as required by the College.
- Make efforts to assist interested BEP certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

**GOOD FAITH EFFORTS CONTACT LOG**

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

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