



MCHENRY COUNTY COLLEGE  
REQUEST FOR QUALIFICATIONS  
Energy Procurement Consulting Services

McHenry County College (MCC) is requesting qualifications for **ENERGY PROCUREMENT CONSULTING SERVICES**. Please include delivery charges in your pricing. McHenry County College is exempt from all sales tax. Proposals are due by **MARCH 17, 2025, AT 10:00 AM.**

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

Bids must be in accordance with the instructions contained herein. All submittals are to contain a total of one (1) original, one (1) FOIA copy, and one (1) copy in a sealed opaque envelope. For electronic submissions, please send your bid via email to [biddocuments@mchenry.edu](mailto:biddocuments@mchenry.edu). The subject line must include the **Title** and **Bid Number** of the bid you are referencing.

**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: Kim Hankins  
Manager of Sustainability  
[khankins@mchenry.edu](mailto:khankins@mchenry.edu)

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

Mark Outside of Envelope/Electronic Subject Line:  
**Energy Procurement Consulting Services RFQ#03172025**

**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 RFQ listed at<br><a href="http://www.mchenry.edu/bid">www.mchenry.edu/bid</a>                                   | February 21, 2025                                    |
| Last day for vendors questions via email<br><a href="mailto:khankins@mchenry.edu">khankins@mchenry.edu</a>                 | March 6, 2025                                        |
| Response to vendor questions will be listed<br>by addendum at <a href="http://www.mchenry.edu/bid">www.mchenry.edu/bid</a> | March 7, 2025                                        |
| Bid End Date                                                                                                               | March 17, 2025, 10:00 AM CST                         |
| Bid Opening Date                                                                                                           | March 17, 2025, 10:00 AM CST<br>Building A, Room 217 |
| Reviewed by MCC Evaluation Team by                                                                                         | March 17-21, 2025                                    |
| Recommendation to Board of Trustees                                                                                        | March 26, 2025                                       |
| Notification of Award by                                                                                                   | March 31, 2025                                       |

2. **Interpretation or Representations.** MCC assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.
3. **Addendum:** Questions and requests for clarification are only accepted via e-mail. Official answers to questions will be provided via addendum. MCC is not responsible if a vendor does not receive the revision in time to include the information with the proposal. Any addendum will be posted to [www.mchenry.edu/bid](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 RFQ 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 RFQ:** 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 RFQ.
  - Modify this RFQ in writing as needed.
  - Reject any or all proposals received in bid to this RFQ.
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 RFQ 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 RFQ belongs solely to the bidder and may not be charged to MCC.

**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: \_\_\_\_\_

## **BID SPECIFICATIONS**

**PROPOSAL DESCRIPTION:** McHenry County College (hereafter called MCC) invites proposals for Energy Procurement Consulting Services as described herein. MCC will receive proposals electronically via the protocol described in .

**Overview:** This RFQ is for an agreement to provide Energy Procurement Consulting Services and assist The College in procuring electricity commencing with the January 1, 2026 billing month.

**General Requirements:** A primary concern of The College is the ability of the Bidder to assist in selecting one or more electricity suppliers to deliver the proper quantity of electricity to meet the College's demands on a daily basis throughout the length of the contract, and to do so within the rules and tariff requirements of the local distribution companies and the regulations of the Illinois Commerce Commission.

The Bidder should describe its successful record of assisting other community and technical colleges, universities and businesses in procuring similar quantities of electricity for other human needs or to high priority users without failure as part of its RFQ proposal.

Bidders are encouraged to include innovative strategies the Bidder feels the College should consider when procuring commodity electricity to maximize value.

### **CONSULTING SCOPE:**

The energy consultant shall:

- analyze the College's energy use patterns and model its costs for various energy procurement strategies
- analyze the risks of the various strategies
- perform rate breakdowns of the various strategies, explaining to College staff how the various strategies interact with existing or future rate structures
- advise the College on the recommended approaches to energy procurement
- prepare procurement RFPs
- analyze the RFP and make written recommendations
- participate in procurement negotiations
- review energy contracts
- analyze energy use throughout the year, forecasting costs and procurement issues
- advise on electric system capacity or delivery issues and operational emergencies
- advise on the procurement of renewable electricity and on the issues around intermittency, supplier performance, and energy delivery for renewably sourced electricity
- advise on any potential changes to the electric grids
- advise on any potential changes to the electricity transmission or delivery rate structures
- advise on ways to lower energy costs, or improve the procurement of sustainable energy by altering the load profiles for electricity
- analyze the cost implications of strategies that change how the College creates or distributes its energy

## PROPOSAL EVALUATION

**Narrative:** Proposals shall include a narrative in which the Bidder describes its business and company. The description should include the number of years it has been in business, the Bidder's key personal who will be administering the proposal, their capabilities and at least a paragraph detailing how the Bidder intends to manage the electricity supply for the College should it be awarded a contract.

### QUALIFICATIONS:

Respondents must:

- Be engaged in energy purchasing as a primary business focus, engaged by large industrial and institutional clients in the mid-west.
- Routinely prepare energy procurement bid offering for both electricity and natural gas in Illinois.
- Be advising clients on how to purchase energy, with regard to bandwidth, fixed or variable cost, commodity and basis costing for gas, hedging activities, price leveling and staggered procurement tranches, and other strategic procurement issues.
- Be actively aware of energy counterparty risk issues, counterparty performance, and counterparty credit worthiness.
- Be actively involved with analyzing activities in the PJM ISO.
- Be looking forward and analyzing the capacity and supply issues for both electricity and natural gas in Ohio, with particular expertise on capacity costs, electric grid congestion and natural gas delivery issues and liquidity.
- Be actively involved with analyzing the impacts of potential regulatory and rate structure changes.
- Be making rate and cost forecasts for their clients.
- Be involved with the procurement or renewably sourced electricity.
- Be able to assist clients with purchasing or physical methodologies to manage electric capacity costs.
- Advise clients on the impacts of failure or outages on either the gas or electricity transmission grids.

**References:** The College suggests that a Bidder's proposal provide the name(s) and phone number(s) of customer reference(s) of a similar size and nature as the College. The customer reference(s) may be called by the College to discuss the adequacy of the Bidder's past performance on similar agreements. Inclusion of a customer reference is not a requirement for the submission, and proposals that do not contain customer references will be considered.

**Financial Wherewithal:** The Bidder shall submit documentation (e.g. annual reports, 10-K's and audited financial statements) or other evidence to show that it has the financial wherewithal to perform the agreement.

**Sustainability:** McHenry County College is committed to being a steward of our environmental, social and financial resources and, as such, gives preference to bidders who can effectively speak to their commitment to sustainability.

**Proposal Evaluation Criteria:** McHenry County College will use the following criteria in evaluating proposals received in response to this RFQ. The evaluation of proposals and the selection of the successful proposal will be based on the information provided by the Vendor in its proposal, including without limitation responses to the Vendor's qualifications. Consideration may also be given to any additional information helpful to McHenry County College. We are not bound to accept the lowest priced proposal if that proposal is not the most advantageous to the institution as determined solely by McHenry County College.

**Completeness of Proposal:** Any proposal that does not contain each element described in this RFQ, fully completed, initialed or executed, as appropriate, may be judged to be incomplete and may not be considered further.

**Evaluation Criteria:**

|                                                             |             |
|-------------------------------------------------------------|-------------|
| Narrative                                                   | 5%          |
| Qualifications                                              | 10%         |
| Defines a clear plan to satisfy scope of work               | 20%         |
| Clearly articulates their value proposition for The College | 40%         |
| Proposal completeness                                       | 10%         |
| <u>Subtotal score</u>                                       | <u>90%</u>  |
| Proposed fee (only if shortlisted)                          | 10%         |
| <b>Total</b>                                                | <b>100%</b> |

## GENERAL

**Shortlist:** The College reserves the right to shortlist the Respondents on all of the stated criteria. However, The College may determine that shortlisting is not necessary.

**Interviews:** The College reserves the right to conduct interviews with all or some of the Respondents at any point during the evaluation process. However, the College may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria.

**Additional Investigations:** The College reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.

**Prior Experience:** Experiences with The College and entities which evaluation committee members represent shall be taken into consideration when evaluating qualifications and experience.

**Exceptions To Contract Terms And Specifications:** The Respondent shall clearly identify any proposed deviations from the Contract Terms or Specifications in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFQ. The exception shall include, at a minimum, the Respondent's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance.

If no exceptions are noted in the Respondent's proposal, The College will assume complete conformance with The College's Contract Terms and Specifications which are included as "Agreement for Services". Respondents who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. However, the provisions of the Request for Proposal cannot be modified without the express written approval of the Director of Procurement or his/her designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Director or his/her designee, the contract provisions contained in The College's Request for Proposal shall prevail.

**Negotiations:** The College reserves the right to conduct discussions with Respondents, and to accept revisions of proposals, and to negotiate price changes. During this discussion period, The College will not disclose any information derived from proposals submitted. Once an award is made, proposal documents are public record and will be disclosed upon request.

Once an award has been approved by the MCC Board of Trustees, the Manager will reach out to awarded bidder(s) to schedule the initial consultation meeting.



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**REFERRAL/REFERENCE LIST**

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

| <b>Company 1</b> |  |
|------------------|--|
| Name             |  |
| Address          |  |
| Phone            |  |
| Email            |  |

| <b>Company 2</b> |  |
|------------------|--|
| Name             |  |
| Address          |  |
| Phone            |  |
| Email            |  |

| <b>Company 3</b> |  |
|------------------|--|
| Name             |  |
| Address          |  |
| Phone            |  |
| Email            |  |

| <b>Company 4</b> |  |
|------------------|--|
| Name             |  |
| Address          |  |
| Phone            |  |
| Email            |  |

## MINIMUM INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

**4. UMBRELLA LIABILITY:**

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

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

**5. PROFESSIONAL LIABILITY:**

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

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

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

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**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 RFQ 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.

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

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

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

|                                       |  |
|---------------------------------------|--|
| <b>Social security number</b>         |  |
|                                       |  |
| or                                    |  |
| <b>Employer identification number</b> |  |
|                                       |  |

**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:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below); and
- 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 |
|------------------|--------------------------|------|

**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> |
|---------------------|-----------------------|----------------------------|------------------|
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| <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.

| <b>Name of Certified BEP Vendor</b> | <b>Date</b> | <b>Method of Contact</b> | <b>Scope of Work Solicited</b> | <b>Reason Agreement Was Not Reached</b> |
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