

RESPONDENT: _____



COMMUNITY COLLEGE DISTRICT NO. 506

REQUEST FOR PROPOSAL

RFP NUMBER: 2020-R01 AUDIT SERVICES

PROPOSALS DUE: **Thursday, March 10, 2020 at 3:00 p.m. Central Time**
In the event of College closure due to inclement weather, RFP deadline will be extended to the next business day at the same time.

SEND RESPONSES TO: **SAUK VALLEY COMMUNITY COLLEGE
BUSINESS OFFICE
173 IL RTE 2
DIXON, IL 61021**

Issue Date:	February 11, 2019
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ISSUED BY THE SAUK VALLEY COMMUNITY COLLEGE BUSINESS OFFICE



RFP No. 2020-R01

Business Office

173 IL RTE 2
Dixon, IL 61021
<http://www.svcc.edu>

PHONE (815) 288-5511
FAX (815) 288-2038

February 11, 2019

REQUEST FOR PROPOSAL

Proposals for **Audit Services for Sauk Valley Community College, RFP Number 2020-R01**, will be received by **Sauk Valley Community College District No. 506, at the Business Office, Room 1H02, 173 IL RTE 2, Dixon, IL 61021, until 3:00 p.m. Central Time, Thursday, March 10, 2020, at which time the respondents names will be read publicly.**

In the event of office closure due to inclement weather, RFP deadline will be extended to the next business day at the same time.

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

No response shall be withdrawn for a period of sixty (60) days after the advertised close date without the consent of the College.

Respondents may download the RFP in addition to any future addenda from the College's Business Office website at the following URL address: <https://www.svcc.edu/students/business-office/rfp-bid/>

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

LEGAL NOTICE

RFP NOTICE

No. 2020-R01

Sauk Valley Community College is accepting Proposals for **Audit Services for Sauk Valley Community College**. The RFP documents may be downloaded from the College's Business Office Website at: <https://www.svcc.edu/students/business-office/rfp-bid/> by clicking on the link for this RFP and following the instructions.

Responses are due to the Sauk Valley Community College Business Office no later than **3:00 p.m. Central Time, Thursday, March 10, 2020** at which time the Respondents names will be read publicly at Sauk Valley Community College, Room 1C01, 173 IL Rt 2, Dixon, IL 61021.

A pre-proposal conference is scheduled for **Thursday, February 27, 2020 at 2:00 p.m.** at Sauk Valley Community College, Room 1C01, 173 IL Rt 2, Dixon, IL 61021. The pre-proposal conference is not mandatory.

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

Sauk Valley Community College Board of Trustees Reserves the right to reject any and/or all responses. This invitation is issued in the name of the Board of Trustees of Sauk Valley Community College District No. 506, Dixon, Illinois.

Table of Contents

RFP SUBMISSION CHECKLIST 5

1.0 GENERAL INFORMATION 6

 1.1. DEFINITIONS 6

 1.2. REGULATIONS 6

 1.3. COMPLIANCE WITH LAWS - PUBLIC CONTRACTS 6

 1.4. PROPOSAL MODIFICATIONS 6

 1.5. AWARD OF CONTRACT 7

 1.6. COMPETENCY OF RESPONDENT 7

 1.7. ACCEPTANCE OF PROPOSALS 7

 1.8. PAYMENT TERMS 7

 1.9. PAYMENT REMITTANCE 7

 1.10. TAX EXEMPTION 7

 1.11. CASH BILLING DISCOUNTS 7

 1.12. EQUAL EMPLOYMENT OPPORTUNITY 7

 1.13. HOLD HARMLESS CLAUSE 8

 1.14. BUSINESS ENTERPRISE PROGRAM 8

2.0 INSTRUCTIONS TO RESPONDENTS 9

 2.1. OUTSIDE DOCUMENT DISCLAIMER 9

 2.2. BLACKOUT PERIOD 9

 2.3. REQUESTS FOR INFORMATION/CLARIFICATION 9

 2.4. PROPOSAL DEADLINE AND SUBMISSION 9

 2.5. EXCEPTIONS 10

 2.6. ERROR IN PROPOSAL 10

 2.7. WITHDRAWAL OF PROPOSALS 11

 2.8. NOTICES 11

 2.9. CONFIDENTIALITY 11

 2.10. RESPONDENT WARRANTIES 11

 2.11. CONSIDERATION OF RESPONSES 11

3.0 SCOPE OF SERVICE 12

4.0 PROPOSAL SUBMISSION FORMAT 17

5.0 BUSINESS ENTERPRISE PROGRAM 24

6.0 CERTIFICATIONS **REQUIRED** 30

7.0 SIGNATURE PAGE **REQUIRED** 31

8.0 CONFLICT OF INTEREST DISCLOSURE AND NON-COLLUSION FORM **REQUIRED** 32

RFP SUBMISSION CHECKLIST

Things to Remember When Submitting a Proposal to Sauk Valley Community College

1.

1. **Read the *entire* document.** In your review, note critical items such as: blackout period, required goods and services; submittal dates, submission requirements, etc.
2. **Note the contact information provided.** Business Office at BusinessOffice@svcc.edu is the single point of contact for this RFP and is the only contact with whom you are allowed to communicate regarding this RFP. This person is an excellent source of information for any questions you may have.
3. **Take advantage of the “question and answer” period.** Submit your questions to Kent Sorenson by the deadline noted in the RFP and view the answers given in the formal addenda issued for this RFP. All addenda issued for an RFP will be emailed to each company that registers on the College’s website, and will include all questions asked and answered concerning the RFP. Please ensure when registering for RFP, you use a valid email address.
4. **Do not alter, add to, or delete any part of the RFP documents without prior approval.** Please refer to the section titled *Exceptions* for instruction on how to request a deviation to the original RFP.
5. **Ensure all addenda are signed.** Before submitting your response, check the College Business Office website <https://www.svcc.edu/students/business-office/rfp-bid/> to see whether any addenda were issued for this RFP. If so, you must submit a signed copy of the addenda along with your Proposal response.
6. **Review and read the RFP document again to make sure you have addressed all requirements.** Your original response and the requested electronic copy must be identical and be complete. The copies are provided to an Evaluation Committee and will be used to score your response. Proposals will not be accepted if Sections 6, 7, and 8, are not completed.
(Please note there are two (2) signature lines in Section 8 that must be signed.)
7. **Submit your response on time.** Note the date and time listed on the front page of the RFP and be sure to submit all required items on time. Late responses will not be accepted and will be returned, unopened. Ensure the envelope/box(es) containing your proposal is appropriately labeled. Please allow adequate time for delivery to the Business Office.
8. **Important dates to know:**
 - RFP Publication Date – 2/11/2020
 - Pre-Submittal Conference – 2/27/2020 by 2:00 p.m. Central Time
 - Questions Due – 2/28/20 by 12:00 p.m. Central Time
 - Proposals Due – 3/10/2020 at 3:00 p.m. Central Time
 - Target Board Approval Date – 3/23/2020

1.0 GENERAL INFORMATION

1.1. DEFINITIONS

- A. **RESPONDENT** shall mean the individual or business entity submitting Proposal to supply any or all of the services or goods required by the Contract Documents.
- B. **RESPONSE** shall mean the RFP Documents as completed by the Respondent which constitutes the Respondent's proposal.
- C. **CONTRACT** shall mean the agreement between the College and Contractor as set forth in the resulting Contract Documents and as awarded by the Sauk Valley Community College Board of Trustees.
- D. **CONTRACTOR** shall mean the individual or business entity submitting a response and to whom the Sauk Valley Community College Board of Trustees awards the resulting Contract.
- E. **COLLEGE** shall mean Sauk Valley Community College, Community College District No. 506, Counties of Whiteside, Lee, Ogle, Bureau, Henry and Carroll and State of Illinois, a body politic and corporate of the State of Illinois.
- F. **Business Office** shall mean the Business Office of Sauk Valley Community College.
- G. **SPECIFICATIONS** shall mean the description of the required services, Contract Goods, equipment, personnel, volume and use statistics and all requirements for the scope of work set forth in the Contract Documents.

1.2. REGULATIONS

The Contractor, or Subcontractor, warrants that they are familiar with and they shall comply with all Federal, State, and Local Laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the resulting Contract, including, without limitation, Workmen's Compensation Laws, minimum salary and wage statutes and regulations, laws with respect to permits and licenses and fees in connection therewith, laws regarding maximum working hours and regulations with respect to use of explosives. No plea of misunderstanding or ignorance thereof will be considered. Whenever required, the Contractor, or Subcontractor, shall furnish the college with satisfactory proof of compliance with said Federal, State and Local Laws, statutes, ordinances, rules, regulations, orders, and decrees.

1.3. COMPLIANCE WITH LAWS - PUBLIC CONTRACTS

This project will result in a contract, subject to laws and ordinances governing public contracts. The winning Respondent(s) shall at all times observe and comply with all laws, ordinances, regulations and codes of the Federal, State and other local government agencies which may in any manner affect the preparation of the response or the performance of the resulting contract. If the winning Respondent(s) observes that any of the contract documents are at variance therewith, it shall promptly notify the Business Office in writing and necessary changes shall be effected by appropriate modification.

1.4. PROPOSAL MODIFICATIONS

Unless indicated, it is understood that proposals are in strict accordance with specification requirements. Proposals shall be deemed final, conclusive, and irrevocable. No proposal shall be subject to correction or amendment for any error or miscalculation. Proposal prices shall include cost of materials as specified, any applicable discounts and shipping.

1.5. AWARD OF CONTRACT

The award of the contract will be made within sixty (60) calendar days after the opening of proposals to one or more Respondent's based on recommendation by an Evaluation Committee and pre-determined evaluation criteria and weighting, and is subject to Board of Trustee approval. The successful Respondent(s) will be notified by electronic mail that their proposal has been accepted and that they have been awarded the contract. Notification will also be posted on the College's Business Office Website at <https://www.svcc.edu/students/business-office/rfp-bid/>. Failure to execute performance as per accepted proposal may result in legal action by the College to recover damages.

If a contract is not awarded within sixty (60) days after the opening of proposals, a Respondent may file a written request with the Business Office for the withdrawal of their Proposal and the Business Office will permit such withdrawal.

1.6. COMPETENCY OF RESPONDENT

No response will be accepted from, or contract awarded to, a Respondent that is in arrears or is in default to the College upon any debt or contract, or that is a defaulter, as surety or otherwise upon any obligation to said College, or has failed to perform faithfully any previous contract with the College.

1.7. ACCEPTANCE OF PROPOSALS

The Business Office shall notify the successful Respondent(s), in writing, of the award of the contract by the College within sixty (60) days from the proposal opening date. Upon receipt of the Notice of Award, the Contractor shall promptly secure, execute and deliver to the Business Office any documents required herein.

1.8. PAYMENT TERMS

All invoices must be provided to the College for services rendered directly to the College. Undisputed invoices will be paid to the Contractor within sixty (60) days of receipt of properly submitted invoices, in accordance with the Local Government Prompt Payment Act.

1.9. PAYMENT REMITTANCE

All College vendors are required to receive payment from the College via an Automated Clearing House (ACH) transfer. Instructions to register for ACH payments will be sent, upon request, to successful Respondents. Failure to comply with the ACH requirements may result in termination of the contract or purchase order. College ACH transfers typically occur weekly. You are strongly encouraged to set up your account upon notice of award to avoid a delayed payment.

1.10. TAX EXEMPTION

Sauk Valley Community College District No. 506 is exempt from Federal, State and Municipal taxes. Exemption certificates will be furnished upon request.

1.11. CASH BILLING DISCOUNTS

Cash billing or percentage discounts for payment will not be considered in evaluating Proposals.

1.12. EQUAL EMPLOYMENT OPPORTUNITY

In the hiring of employees for the performance of work under the resulting contract and any subcontract thereunder, no Contractor or Subcontractor shall, by reason of race, color, sex, religion, national origin, ancestry, age, marital status, disability, unfavorable military discharge or sexual orientation discriminate against any citizen of the United States, in the employment of Labor or workers, who are qualified and

available to perform work to which the employment is related. Neither shall any Contractor or Subcontractor, or any person on behalf of either, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, color, sex, religion, national origin, ancestry, age, marital status, disability, unfavorable military discharge or sexual orientation.

1.13. HOLD HARMLESS CLAUSE

Contractor shall indemnify, hold harmless and defend the College, its officers, trustees, agents, servants, and employees, from and against any and all claims, lawsuits, demands, liabilities, and losses whatsoever occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with Contractor's performance of this agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the College.

"Contractors performance" includes Contractor's action or inaction and the action or inaction of Contractor's officers, employees, agents and Subcontractors.

1.14. BUSINESS ENTERPRISE PROGRAM

The College encourages the participation of qualified minorities, females, and persons with disabilities owned businesses in public contracts. It is the practice of the College to ensure full and equitable economic opportunities to persons and businesses that compete for business with the College, including minorities, females, and persons with disabilities owned business enterprises. The College is committed to the economic development of disadvantaged business enterprises and the award of contracts to businesses owned by minorities, females, and persons with disabilities for services to the extent provided by the Business Enterprise for Minorities, Females and Persons with Disabilities Act (30 ILCS 575).

This solicitation contains an Aspirational goal of 20% to include businesses owned and controlled by minorities, females and persons with disabilities in the procurement and contracting/subcontracting processes.

END OF SECTION

2.0 INSTRUCTIONS TO RESPONDENTS

2.1. OUTSIDE DOCUMENT DISCLAIMER

The College cannot warrant, represent, or guarantee the accuracy or completeness of documents which have not been obtained directly from the College. If you have obtained these documents from a third party source, the College is not responsible for any loss or damage including, but not limited to, time, money, or goodwill arising from errors, inaccuracies or omissions in any third party documents.

To obtain official documents, please visit: <https://www.svcc.edu/students/business-office/rfp-bid/>. Click on the link for this project and download the original documents. Please also register for the RFP by entering information as requested in the RFP webpage. This will ensure your contact information is registered on our vendor list, and we can send you any addenda that may be issued. This website is the only official website for prospective Respondents to obtain digital copies of RFP documents. It is the responsibility of each prospective Respondent to verify the completeness of their printed RFP documents before submitting a response and accompanying executed addenda acknowledgement, and other required forms.

2.2. BLACKOUT PERIOD

Under no circumstances are respondents to contact or discuss this Request for Proposal, or any of the information contained herein or about this project in general, with any College trustee, employee, vendor, contractor or subcontractor, other than using the methods outlined in this RFP. Respondents are strictly forbidden from visiting the College's locations or approaching any College trustee, employee, vendor, contractor or subcontractor for any information related to this RFP or this project without the direct knowledge and authorization in writing in advance from the Business Office or Buyer. Violation of these provisions may subject the respondent to immediate disqualification.

Initial understanding of this requirement:

2.3. REQUESTS FOR INFORMATION/CLARIFICATION

Respondents must communicate only with the Business Office. If any firm submitting a response for this project is in doubt as to the true meaning of the specifications or other documents or any part thereof, Respondent shall request clarification from the Business Office. Questions must be submitted in writing and be directed via email to the Business Office at BusinessOffice@svcc.edu no later than **Friday, February 28, 2020 at 12:00 p.m. Central Time**. Questions for which answers are provided will be communicated to all registered recipients of RFP documents via addendum.

2.4. PROPOSAL DEADLINE AND SUBMISSION

To be assured of consideration, **Proposals must be received by Sauk Valley Community College in the College's in Business Office, 1H02, no later than 3:00 p.m. Central Time on Tuesday, March 10, 2020.** Failure by a delivery service company or person to meet the deadline will not excuse the Respondent from the deadline requirement. It is solely the Respondent's responsibility to ensure that adequate time is allowed for timely, accurate delivery and that the Proposal is received as required.

- A. The outside of each sealed envelope or package must be labeled as follows and must be delivered to the following address:

Business Office

Attn: 2020-R01

Sauk Valley Community College

173 IL RTE 2

Dixon, IL 61021

- B. The sealed envelope and/or boxes submitted by the Respondent **MUST** carry the following information on the face of the envelope:

Proposal Enclosed

Request for Proposals (RFP) for **Audit Services for Sauk Valley Community College**
2020-R01

Due: Thursday, March 5, 2020

Submitted by: (Name of Respondent, Address, Contact Person)

Unless otherwise stated, all blank spaces on the forms shall be fully completed. Respondent bears all responsibility for error or omissions in their submission.

- C. Respondents must submit the following proposal items in a sealed envelope or box:

<u>Proposal Item</u>	<u>Quantity</u>
• Original Copy – Paper.....	1
• Duplicate Copy – Paper.....	1
• Electronic Copy - USB Flash drive containing all documents in searchable PDF format.....	5

The original documents must be clearly marked as “ORIGINAL”, and must bear the original signature of an authorized corporate agent on all documents requiring a signature. Respondent must enclose all documents in sealed envelopes or boxes.

2.5. EXCEPTIONS

If any Respondent intends to take any deviations or exceptions from the specifications or other RFP documents, Respondent shall submit to the Business Office a written request for a deviation or exception. If the Business Office considers such deviation or exception acceptable, the Business Office shall issue an Addendum setting forth such deviation or exception from the specifications or other which shall be applicable to all Respondents submitting a response.

If no Addendum is issued by the Business Office, then such deviation or exception shall be deemed rejected. The College may reject any response containing deviations or exceptions not previously accepted through a written Addendum.

A copy of such Addendum will be e-mailed or delivered to each Respondent receiving a set of such RFP Documents. Respondent shall acknowledge receipt of each Addendum issued in the space provided on the RFP form or via a signed addendum. Failure to acknowledge receipt of addenda will result in disqualification of the Proposal.

All requests for deviations or exceptions must be sent in writing to BusinessOffice@svcc.edu at least five (5) days prior to the date and time set forth as the RFP Due Date. The College shall not be responsible for nor bound by any oral instructions, interpretations, or explanations issued by the College or any of its representatives.

Initial understanding of this requirement: _____

2.6. ERROR IN PROPOSAL

Where a Respondent claims to have made a mistake, such mistake must be called to the attention of the Business Office within twenty-four (24) hours after the opening of responses. Within forty-eight (48) hours of the advertised RFP deadline, Respondent shall submit to the College’s designated Business Office original documentary evidence and a detailed explanation of how the mistake was made. Failure to conform

to this requirement precludes the Respondent from withdrawing its response based upon a mistake. If such notice, proof and explanations have been tendered, and the Business Office is convinced that a bona fide mistake has been made, the Business Office may recommend to the Board of Trustees that the Respondent be allowed to withdraw its response and recommend that the contract be awarded to the next responsible, responsive Respondent. If the Board determines by majority vote, that the Respondent has made a bona fide error, no award will be made upon such response.

2.7. WITHDRAWAL OF PROPOSALS

Respondents may withdraw their responses at any time prior to the time specified in the legal advertisement as the date and hour set for the RFP Opening. However, no Respondent shall withdraw, cancel or modify its response for a period of sixty (60) calendar days after said advertised RFP Opening. Requests for withdrawal must be made in writing on the Respondent's letterhead to the College's Business Office. Respondents must make their own arrangements for the return of their Proposals.

2.8. NOTICES

All communications and notices between the College and Respondents regarding the RFP Documents shall be in writing and hand delivered or delivered via United States mail, postage prepaid, or via email. Notices to the Respondents shall be addressed to the name and address or email address provided by the Respondents; notices to the Business Office shall be addressed to Business Office, Sauk Valley Community College, Room 1H02, 173 IL RTE 2, Dixon, IL 61021, or BusinessOffice@svcc.edu.

2.9. CONFIDENTIALITY

The Business Office shall examine the responses to determine the validity of any written requests for nondisclosure of trade secrets and other proprietary data identified. After award of the contract, all responses, documents, and materials submitted by the Respondent pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Business Office. All data, documentation and innovations developed as a result of these contractual services shall become the property of the College. Based upon the public nature of these RFPs, a Respondent must inform the College, in writing, of the exact materials in the offer which cannot be made a part of the public record in accordance with the Illinois Freedom of Information Act. It is not acceptable for a proposal to be marked "proprietary" in its entirety.

2.10. RESPONDENT WARRANTIES

The submission of a Proposal shall constitute a warranty that: (i) Respondent has carefully and thoroughly reviewed the RFP Documents and has found them complete and free from ambiguities and sufficient to describe the Contract work; (ii) Respondent and all workers and/or employees it intends to use in the performance of this contract are skilled and experienced in the type of work or services called for by the RFP Documents; and (iii) neither the Respondent nor any of its employees, agents, suppliers or subcontractors have relied on any verbal representations from the College, or any of the College's employees, agents, or consultants, in preparing the Proposal.

2.11. CONSIDERATION OF RESPONSES

The College reserves the right to reject or accept any or all Proposals, to extend the response period, to waive technicalities in the RFP Documents and/or to direct that the project be abandoned or re-issued prior to award of the contract.

The Respondent acknowledges the right of the College to reject any or all proposal and to waive any informality or irregularity in any proposal received. In addition, the Respondent recognizes the right of the College to reject a proposal if the Respondent failed to submit the data required by the Request for Proposal documents, or if the proposal is in any way incomplete or irregular.

END OF SECTION

3.0 SCOPE OF SERVICE

PURPOSE

Sauk Valley Community College District No. 506 is requesting proposals from accounting firms who employ over 100 professional staff to perform required annual audits for the fiscal years ending June 30, 2020, 2021, and 2022. A copy of the College's Annual Financial Report for the fiscal year ended June 30, 2019 is available on the College's website at: <https://www.svcc.edu/departments/irp/reporting/financials/>

The audit of the Sauk Valley College Foundation, a discretely presented component unit is included in the scope of this request for proposal.

I. Introduction

A. General Information

Sauk Valley Community College is a two-year public community college located in Dixon, Illinois and serving counties of Lee, Whiteside, Carroll, Bureau, Ogle and Henry.

B. Scope of Audit

The audit scope shall be as described in **Section II. Nature of Services Required.**

C. Cost of Proposal Preparation

There is no express or implied obligation for the College to reimburse responding firms for any expenses incurred in preparing proposals in response to this request.

D. Additional Information / Oral Presentations

During the evaluation process, the College reserves the right, where it may serve the College's best interest, to request additional information or clarification from proposers. At the discretion of College, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The College reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the request for proposal, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the College and the firm selected.

E. Subcontracting

If subcontracting is to be done, that fact, and the name of the proposed subcontracting firms, must be clearly identified in the proposal. Following the award of the audit contract, no additional subcontracting will be allowed without the express prior written consent of the College.

F. Terms of Engagement

A three-year contract, subject to the annual review and recommendation of the Sauk Valley Community College Board of Trustees, the satisfactory negotiation of terms, including a price acceptable to both the College and the selected firm and the concurrence of the Board of Trustees.

It is understood that there are specific additional first year start-up costs for an audit firm that are not always included in the proposal, based upon the assumption that a continuing relationship will exist between the audit firm and the client. While the College will not contract for more than a three (3) year commitment, the College is aware of the advantages of a continuing relationship and currently has no policy requiring a change in auditors on a regular basis.

II. Nature of Services Required

A. Scope of Work to be Performed

These audits shall include an examination of the books and records of all funds of the College, including the capital assets and long-term debt and will be performed for the purpose of expressing opinions.

These audits must be performed in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), *Government Auditing Standards* issued by the Comptroller General of the United States, the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance), and the requirements of Section III of the Illinois Community College Board *Fiscal Management Manual*, July 2016, and as amended, and any specific requirements of grantor agencies.

Sauk Valley Community College may issue long-term debt during the course of the engagement. To the extent Bond Counsel, underwriters, or investors require audited financial information to be included in any offering documents, the College will use this information without any additional costs.

B. Other Services

Preparation of the Sauk Valley College Foundation's annual Form 990-T and Illinois Form 990-T.

The College may require additional services from time to time on special reviews or implementation of any GASB statements. Please submit an hourly rate for these additional services that may be required. (See Attachment B)

C. Summary of Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue the following reports applicable to Sauk Valley Community College District No. 506:

1. Independent Auditors' Report expressing an opinion on the fair presentation of the basic financial statements, in conformity with accounting principles generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States.
2. An "in relation to" report on any supplemental financial information presented.
3. Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of (ICCB) Grant Program Financial Statements Performed in Accordance with *Government Auditing Standards*.
4. Independent Auditors' Report on Compliance with State Requirements for the ICCB Grant Program Financial Statements, expressing an opinion on the fair presentation of the financial position of these grants, and the related statements of grant revenues, expenditures, and changes in financial position of the year then ended, in conformity with accounting principles generally accepted in the United States of America.
5. An Independent Auditors' Report on Enrollment Data and Other Bases Upon Which Claims are Filed and Supporting Reconciliation of Semester Credit Hours, expressing an opinion on the fair presentation of the student enrollment and other bases upon which claims are filed and the reconciliation of semester credit hours of Sauk Valley Community College District No. 506, in conformity with the regulations of the Illinois Community College Board.

6. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*.
7. Independent Auditor's Report on Compliance for Each Major Program; Report on Internal Control Compliance; and Report on the Schedule of Expenditures of Federal Awards Required by OMB Circular A-133.
8. In the required report(s) on internal controls, the auditor shall communicate any control deficiencies, significant deficiencies, or material weaknesses found during the audit.
9. A separate Management Letter including all control deficiencies, significant deficiencies, and material weaknesses, including status of prior year findings and management's responses to each comment.

Following the completion of the audit of the fiscal year's financial statements, the auditor shall issue the following reports applicable to the Sauk Valley College Foundation:

1. Independent Auditors' Report expressing an opinion on the fair presentation of the basic financial statements, in conformity with accounting principles generally accepted in the United States of America.
2. A separate Management Letter including all control deficiencies, significant deficiencies, and material weaknesses.

E. Other Considerations

1. Sauk Valley Community College has determined that the U.S. Department of Education will function as the cognizant agency in accordance with the Office of Management and Budget (OMB) Circular A133, "Audits of States, Local Governments, and Other Non-Profit Organizations."
2. In Fiscal Year 2019, Sauk Valley Community College reported \$4,438,764 in federal expenditures on the SEFA. The Student Financial Assistance Cluster was audited as a major program in fiscal year 2019.
3. Participation requirements discussed in Section 5.0 Business Enterprise Program only apply to audit services of Sauk Valley Community College. There is no participation requirements in relation to work performed for the Sauk Valley College Foundation.

F. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the auditor's expense, for a minimum of three (3) years, unless the firm is notified in writing by Sauk Valley Community College of the need to extend the retention period. The auditor will be required to make working papers available, upon request, to the following parties or their designees:

1. Sauk Valley Community College
2. Sauk Valley College Foundation
3. U.S. Department of Education
4. U.S. Government Accountability Office (GAO)
5. Illinois Community College Board (ICCB)
6. Parties designated by the federal or state governments or by Sauk Valley Community College as part of an audit quality review process

7. Auditors of entities of which Sauk Valley Community College is a sub-recipient of grant funds

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

G. Tax Returns

The Sauk Valley College Foundation is required to file Exempt Organization Business Income tax returns (IRS Form 990-T and Illinois Form IL 990-T). The College will provide the basic information for the preparation of those returns. The auditing firm will be responsible for the preparation, review, and signing of the tax returns.

III. Description of the College

A. Fund Structure

Sauk Valley Community College reports as a “stand-alone” Enterprise Fund under the provisions of Governmental Accounting Standards Board (GASB) Statement No. 35.

B. Budgetary Basis of Accounting

Sauk Valley Community College prepares its budgets on a basis consistent with accounting principles generally accepted in the United States of America and with ICCB requirements.

C. Internal Audit Function

Sauk Valley Community College does not have an internal audit function.

IV. Description of the Foundation

- A. Sauk Valley College Foundation (the Foundation) is organized as a not-for-profit corporation in the State of Illinois that is exempt from income tax under Section 501(c)(3) of the Internal Revenue Code.
- B. The Foundation prepares its annual financial statements in accordance with accounting principles promulgated by the Financial Accounting Standards Board (FASB).
- C. The Foundation reported total assets of \$7,262,191 as of June 30, 2019
- D. The Foundation will be implementing FASB ASC Topic 606 Revenue from Contracts with Customers for the fiscal year ending June 30, 2020.

IV. Time Requirements

- A. A pre-audit conference will be held annually with appropriate College personnel in order to establish schedules for field work.
- B. Preliminary fieldwork should begin no later than June 30 of each year.
- C. Year-end fieldwork can begin the first week of September of each year.
- D. Submission of a draft audit report and draft management letter shall be completed around October 1, each year.
- E. Submission of the final audit report and final management letter shall be completed for the regular October Board of Trustees meeting, which typically occurs on the fourth Monday of the month. Illinois law requires this submission to ICCB by December 31, each year.
- F. An audit close-out meeting will be held at the end of field work annually with appropriate College personnel in order to discuss issues that arise during the audit.
- G. If requested, other post-audit conferences shall be held with the appropriate administrators and staff and the Audit Committee.

V. Assistance To Be Provided to the Auditor and Report Preparation

A. Business Office Assistance

Business Office and Foundation Office staff, and responsible management personnel will be available during the audit to assist the firm by providing information, documentation, and explanations.

The proposal should include a list of all of the “prepared by client” worksheets and analyses that would be expected from College and Foundation staff for the purpose of completing the audit and the process for transmittal of the information.

C. Report Preparation

The audit firm will be expected to assist in the preparation of the College’s Annual Financial Report, separate required reports, and the Foundation’s Annual Financial Report. Preparation of the reports, editing, printing, and binding shall be the responsibility of the audit firm. Approximately 12 copies of each College report and 12 copies of each Foundation report are required annually.

END OF SECTION

4.0 PROPOSAL SUBMISSION FORMAT

In order to simplify the review process and obtain the maximum degree of comparison between firms, please submit your firm's proposal according to the outline listed below.

Proposals must be printed, computer generated or typewritten, single spaced, space-and-a-half or double-spaced, on 8.5" x 11" paper, using both sides of the paper. All pages must be numbered. Margins must be at least ½ inch on all sides. Font size can be no smaller than 10. Proposals using smaller font sizes or smaller margins may be rejected.

The total number of pages, excluding attachments, must not exceed 30 pages. Attachments and supporting documents not specifically required by the RFP will not be evaluated. Requested sample documents do not count against the page limit. Supporting materials submitted with the proposal, if any, will not be returned.

Firms must respond to all the items listed under **Section VII. Proposal Requirements**. Restate each item, use the same numbering and letter sequence as found in this Request for Proposal and then provide your response. Responses must be on the forms provided by Sauk Valley Community College where applicable.

A. Proposal Requirements

The proposal shall demonstrate the qualifications of the firm and of the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the request for proposal requirements. The proposal should be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the request for proposals. While additional data may be presented, the following subjects **must** be included. They represent the criteria against which the proposal will be evaluated:

B. Please submit proposals in the following order:

1. Letter of Transmittal

The transmittal letter will express the firm's interest in undertaking this project with Sauk Valley Community College. The letter will summarize the firm's qualifications for being selected and express any special factors that the firm believes College should consider in selecting the firm. Finally, the letter shall indicate the name, title, direct address and direct telephone number of the Firm's main contact person for responding to any question, or for negotiating any contract.

2. Firm's Qualifications

- a) Professionally Recognized Firm - The proposal shall demonstrate that the firm is a certified public accounting firm that employs over 100 professional staff.
- b) Independence - The firm should provide an affirmative statement that it is independent of Sauk Valley Community College as defined by auditing standards generally accepted in the United States of America, and by *Government Auditing Standards* issued by the Comptroller General of the United States.

The firm should also list and describe the firm's (or proposed subcontractors') professional relationship involving Sauk Valley Community College for the past five (5) years, together with a statement expressing why such relationships do not constitute a conflict of interest relative to performing the proposed audit.

In addition, the firm shall give the College written notice of any professional relationship entered into during the period of this agreement.

- c) License to Practice in Illinois - An affirmative statement should be included indicating that the firm and all assigned key professional staff are properly licensed to practice in the State of Illinois.
- d) Firm Qualifications and Experience - The proposal should state the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed and the number and nature of the staff to be so employed on a part-time basis.

The firm is also required to submit a copy of the report on its most recent external quality control review, with a statement of whether that quality control review included a review of specific government engagements.

The firm shall also provide information on the results of any federal or state desk reviews or field reviews of its audits during the past three (3) years. In addition, the firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory or professional organizations.

- e) Partner, Supervisory, and Staff Qualifications and Experience - The firm should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in Illinois. The firm should also provide information on the government auditing experience of each person and membership in professional organizations relevant to the performance of this audit. The firm also should indicate how the quality of staff over the term of the agreement will be assured.

Provide as much information as possible regarding the number, qualifications, experience, and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. Indicate how the quality of staff over the term of the engagement will be assured.

Engagement partners, managers, and other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the College. However, in either case, the College retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the proposer provided that replacements have substantially the same or better qualifications or experience.

The firm should identify the extent to which staff to be assigned to the audit reflect the College's commitment to Affirmative Action.

- f) Similar Engagements with Other Government Entities, and Specifically Community Colleges or Higher Education Institutions - For the firm's office that will be assigned responsibility for the audit, list the most significant engagements performed in the last five years that are similar to the engagement described in this request for proposals. Indicate the scope of work, date, engagement partners, total hours, and the name and telephone number of the principal client contact.

- g) Specific Audit Approach – The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, to perform the services required in Section II of this request for proposal. In developing the work plan, reference should be made to such sources of information as the College’s budget and related materials, organizational charts, manuals and programs, and financial and other management information systems.

Firms will be required to provide the following information on their audit approach:

1. Proposed segmentation of the engagement
2. Level of staff and number of hours to be assigned to each proposed segment of the engagement
3. Sample size and the extent to which statistical sampling is to be used in the engagement
4. Extent of use of EDP software in the engagement
5. Type and extent of analytical procedures to be used in the engagement
6. Approach to be taken to gain and document an understanding of the College’s internal control structure
7. Approach to be taken in determining laws and regulations that will be subject to audit test work
8. Approach to be taken in drawing audit samples for purposes of tests of compliance

- h) Identification of Anticipated Potential Audit Problems - The proposal should identify and describe any anticipated potential audit problems, the firm’s approach to resolving these problems and any special assistance that will be requested from Sauk Valley Community College.

- i) Cost Proposal - The bid should contain all pricing information relative to performing the audit engagement as described in this request for proposals. The total all-inclusive maximum price to be bid is to contain all direct and indirect costs including all out-of-pocket expenses. (See Attachment A.)

The additional form, which lists the hourly rates, is for any additional work that would need to be performed, i.e. separate audits to satisfy grantor agencies. (See Attachment B.)

- j) References – List at least three (3) customer references for similar projects. (See Attachment C.)

VIII. Evaluation of Proposal

The criteria for selection shall be:

Criteria	Maximum Points
Qualifications of Firm	On File
Responses to Section VII (Proposal Requirements)	On File
Fees	On File
TOTAL	100

After the initial evaluation, the top finalists may be requested to make a webinar or in-person presentation, or to further negotiate the terms and conditions of the contract. If notified, the firm must be prepared to present within (3) business days from the date of email notification. Specific instructions regarding the presentation will be included in the notification.

IX. Method of Award

A review committee will be formed to review the proposals submitted. The committee will rank the proposals and firms, with consideration for those items mentioned above. After ranking the proposals submitted, the committee will review the cost proposal of the top two or three firms. If, after review and evaluation of the firm's requirements and cost proposal, the committee determines that oral presentations would be beneficial, it will schedule these with the top two or three firms. The committee will re-evaluate these firms for final selection. A chief contact person for the firm, who has the ability to fully answer all questions regarding their proposal, will be expected to attend any oral presentation scheduled.

The award of the contract will be made within sixty (60) calendar days after the proposal closing date to the most qualified firms whose proposal complies with all the requirements prescribed, as determined by a selection committee. The successful respondent(s) will be notified by letter that their proposal has been accepted and that they have been awarded the contract. Failure to execute performance as per accepted proposal may result in legal action by the Sauk Valley Community College to recover damages.

If a contract is not awarded within sixty (60) days after the proposal closing date, a Respondent may file a written request with the Business Office on the withdrawal of their proposal and the College will permit such withdrawal.

END OF SECTION

**PROFESSIONAL AUDIT SERVICES FOR
SAUK VALLEY COMMUNITY COLLEGE DISTRICT NO. 506**

REQUEST FOR PROPOSAL

ATTACHMENT A

COST PROPOSAL FORM

Please include this sheet with your proposal

Submitted by: _____
(Name of Firm)

Date: _____

Proposed Fee for fiscal year:	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>Total</u>
Audit of the College's Annual Financial Report as outlined in The Request for Proposal (includes audit of the audit of the financial statements and ICCB Requirements)	_____	_____	_____	_____
Single Audit (1 major program)	_____	_____	_____	_____
Additional major programs	_____	_____	_____	_____
Audit of the Foundation's Annual Financial Report as outlined in The Request for Proposal	_____	_____	_____	_____
990-T Tax Returns	_____	_____	_____	_____
Hourly Rate for Other Audits	_____	_____	_____	_____

**PROFESSIONAL AUDIT SERVICES FOR
SAUK VALLEY COMMUNITY COLLEGE DISTRICT NO. 506**

REQUEST FOR PROPOSAL

ATTACHMENT B

COST PROPOSAL FORM
FOR FEES FOR ADDITIONAL WORK NOT INCLUDED
WITH THE ANNUAL FINANCIAL REPORTS

Please include this sheet with your proposal

Submitted by: _____
(Name of Firm)

Date: _____

Proposed Fee for fiscal year:	<u>2020 Hourly Rates</u>		<u>2021 Hourly Rates</u>		<u>2021 Hourly Rates</u>	
	<u>Standard Rates</u>	<u>Quoted Rates</u>	<u>Standard Rates</u>	<u>Quoted Rates</u>	<u>Standard Rates</u>	<u>Quoted Rates</u>
Partners	_____	_____	_____	_____	_____	_____
Managers	_____	_____	_____	_____	_____	_____
Supervisory Staff	_____	_____	_____	_____	_____	_____
Other (Specify)	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____

**PROFESSIONAL AUDIT SERVICES FOR
SAUK VALLEY COMMUNITY COLLEGE DISTRICT NO. 506**

REQUEST FOR PROPOSALS

ATTACHMENT C

REFERENCES

Provide at least three (3) customer references for similar projects.

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

CONTACT PERSON _____

TELEPHONE _____

EMAIL _____

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

CONTACT PERSON _____

TELEPHONE _____

EMAIL _____

COMPANY _____

ADDRESS _____

CITY, STATE, ZIP _____

CONTACT PERSON _____

TELEPHONE _____

EMAIL _____

5.0 BUSINESS ENTERPRISE PROGRAM

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

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

Contract Goal to be Achieved by Vendor: This solicitation includes an Aspirational **BEP** participation goal of 20% based on the availability of BEP certified vendors to perform or provide the anticipated services and/or supplies required by this solicitation.

The BEP participation goal is applicable to all bids or offers. In addition to the award criteria established for this solicitation, the College will award this contract to a Vendor that meets the goal or demonstrates good faith efforts to meet the goal. This goal is applicable to change orders and allowances within the scope of work provided by the BEP certified vendors. If Vendor is an MBE and FBE certified vendor, the entire goal is met and no subcontracting with a BEP certified vendors is required; however, **Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.**

Following are guidelines for Vendor's completion of the Utilization Plan. 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.

At the time of bid or offer, Vendor, or Vendor's proposed Subcontractor, must be certified with the Illinois Department of Central Management Services as a BEP certified vendor.

Failure to complete a Utilization Plan or provide Good Faith Effort documentation shall render the bid or offer non-responsive; and subject to rejection and/or disqualification in the College's sole discretion.

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Joint Venture Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Joint Venture Agreement must clearly evidence that the BEP certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the BEP certified vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the BEP certified vendor to be dedicated to the performance of the contract. Established Joint Venture Agreements will only be credited toward BEP goal achievements for specific work performed by the BEP certified vendor. **Each party to the Joint Venture Agreement must execute the bid or offer prior to submission of the bid or offer to the College.**
2. An agreement between a vendor and a BEP certified vendor in which a BEP certified vendor promises not to provide subcontracting or pricing quotations to other vendors is prohibited. The College may request additional information to demonstrate compliance. Vendor agrees to cooperate promptly with the College in submitting to interviews, allowing entry to places of business, providing further documentation, and to soliciting the cooperation of a proposed BEP certified vendor. Failure to cooperate by Vendor and BEP certified vendor may render the bidder or offeror non-responsive or not responsible. **The contract will not be awarded to Vendor unless Vendor's Utilization Plan is approved by the College.**
3. **BEP Certified Vendor Locator References:** Vendor may consult CMS' BEP Vendor Directory at www.sell2.illinois.gov/cms/business, as well as the directories of other certifying agencies, but firms **must be certified with CMS as BEP certified vendors at the time of bid or offer.**

4. **Vendor Assurance:** Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by Vendor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the College deems appropriate. This assurance must be included in each subcontract that Vendor signs with a subcontractor or supplier.

5. **Calculating BEP Certified Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all BEP certified vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by BEP certified vendors, by subcontractors or suppliers to such vendors, is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:
 - 5.1 The value of the work actually performed or goods/equipment provided by the BEP certified vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the BEP certified vendor, including supplies purchased or equipment leased by the BEP certified vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.

 - 5.2 A vendor shall count the portion of the total dollar value of the BEP contract equal to the distinct, clearly defined portion of the work of the contract that the BEP certified vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other BEP certified vendor. Work performed by the non- BEP certified party shall not be counted toward the goal. **Work that a BEP certified vendor subcontracts to a non-BEP certified vendor will not count towards the goal.**

 - 5.3 A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a BEP certified vendor manufacturer, BEP certified regular dealer, or BEP certified supplier. A Vendor shall count toward the goal the following expenditures to BEP certified vendors that are not manufacturers, regular dealers, or suppliers:
 - 5.3.1 The fees or commissions charged for providing a bona fide service, such as 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 College to be reasonable and not excessive as compared with fees customarily allowed for similar services.

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

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

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

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

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

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

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

6. **Good Faith Effort Procedures:** Vendor must submit Utilization Plans, subcontract documents, and/or Letters of Intent that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must document and explain within the Utilization Plan the good faith efforts it undertook to meet the goal. Utilization Plans are due at the time of and must be enclosed and sealed with the bid or offer submission. Copies of subcontract documents and/or Letters of Intent shall be due upon request.

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

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

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

- 7.3** If it becomes necessary to substitute a BEP certified vendor or otherwise change the Utilization Plan, Vendor must notify the College in writing of the request to substitute a BEP certified vendor or otherwise change the Utilization Plan. The request must state specific reasons for the substitution or change. The College shall notify the Council or its delegate of the request to substitute a BEP certified vendor or change the Utilization Plan. The College reserves the right to approve or deny a request for substitution or other change in the Utilization Plan.
- 7.4** Where Vendor has established the basis for the substitution to the College's satisfaction, it must make good faith efforts to meet the contract goal by substituting a BEP certified vendor. Documentation of a replacement BEP certified vendor, or of good faith efforts to replace the BEP certified vendor, must meet the requirements of the initial Utilization Plan. If the goal cannot be reached and good faith efforts have been made, Vendor may substitute with a non- BEP certified vendor or Vendor may perform the work.
- 7.5** If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, Vendor must obtain the approval of the College to modify the Utilization Plan and must make good faith efforts to ensure that BEP certified vendors have a fair opportunity to submit a bid or offer on the new scope of work.
- 7.6** A new BEP certified vendor agreement must be executed and submitted to the College within five business days of Vendor's receipt of the College's approval for the substitution or other change.
- 7.7** Vendor shall maintain a record of all relevant data with respect to the utilization of BEP certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three years after the completion of the contract. Full access to these records shall be granted by Vendor upon 48 hours written demand by the College to any duly authorized representative thereof, or to any municipal, state or federal authorities. The College shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor. After the performance of the final item of work or delivery of material by the BEP certified vendor and final payment to the BEP certified vendor by Vendor, but not later than 30 calendar days after such payment, Vendor shall submit a statement confirming the final payment and the total payments made to the BEP certified vendor under the contract.
- 7.8** The College will periodically review Vendor's compliance with these provisions and the terms of its contract. Without limitation, Vendor's failure to comply with these provisions or its contractual commitments as contained in the Utilization Plan, failure to cooperate in providing information regarding its compliance with these provisions or its Utilization Plan, or provision of false or misleading information or statements concerning compliance, certification status or eligibility of the BEP certified vendor, good faith efforts or any other material fact or representation shall constitute a material breach of this contract and entitle the College to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.
- 7.9** The College reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

UTILIZATION PLAN

The Utilization Plan and Letter of Intent must be sealed and submitted with Proposal.

_____ (Vendor) submits the following Utilization Plan as part
Respondent Name

of our bid or offer in accordance with the requirements of the BEP Program Status and Participation section of the solicitation for **Audit Services for Sauk Valley Community College, RFP Number 2020-R01**. We understand that all subcontractors must be certified with the CMS BEP Program at the time of submission of all bids and offers. **We understand that compliance with this section is an essential part of this contract and that the Utilization Plan will become a part of the contract, if awarded.**

Vendor submits the following statement:

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

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

Name: _____ Title: _____

Telephone: _____ Email: _____

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

If the BEP participation goal was not achieved, the vendor 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 other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed description of such efforts. The College reserves the right to review and audit the results of the vendor's efforts as described below.

- Utilize the Sell2Illinois website: <https://www2.illinois.gov/cms/business/sell2/bep/Pages/Default.aspx> 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.
- Thoroughly investigate the capabilities of BEP certified vendors and not reject them as unqualified without sound 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.

6.0 CERTIFICATIONS **REQUIRED**

IMPORTANT: All Respondents are required to complete this form. Completed form must be returned with response by the RFP deadline. Failure to return this completed form may result in disqualification of response.

THE UNDERSIGNED IS CAUTIONED TO CAREFULLY READ THESE CERTIFICATIONS PRIOR TO SIGNING THE SIGNATURE PAGE. SIGNING THE SIGNATURE PAGE SHALL CONSTITUTE A WARRANTY BY THE UNDERSIGNED THAT ALL THE STATEMENTS, CERTIFICATIONS AND INFORMATION SET FORTH WITHIN THESE CERTIFICATIONS ARE TRUE, COMPLETE AND CORRECT AS OF THE DATE THE SIGNATURE PAGE IS SIGNED. THE UNDERSIGNED IS NOTIFIED THAT IF THE COLLEGE LEARNS THAT ANY OF THE FOLLOWING CERTIFICATIONS WERE FALSELY MADE, THAT ANY CONTRACT ENTERED INTO WITH THE UNDERSIGNED SHALL BE SUBJECT TO TERMINATION.

- A.** Prevailing Wage Act. To the extent required by law, Contractor shall not pay less than the prevailing wage as established pursuant to an Act Regulating the Wages of Laborers, Mechanics, and Other Workman employed under Contract for Public Workers 820 ILCS 130/1 *et seq.* Our company certifies that it is eligible for bidding on public contracts and has complied with section 11a of the Prevailing Wage Act, 820 ILCS 130.01-12. **Yes** _____ **No** _____
- B.** Human Rights Act. To the extent required by law, Contractor shall abide by the Illinois Human Rights Act, 775 ILCS 10/0.01 *et seq.*
- C.** Drug Free Workplace. To the extent required by law, Contractor shall abide with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 *et seq.*
- D.** Sexual Harassment Policy. Contractor represents by the signing of this agreement that it has a written sexual harassment policy that is in accordance with 775, ILCS 5/2-105 (A) (4).
- E.** Non-debarment. By executing this agreement Contractor certifies that it has not been debarred from public contracts in the State of Illinois for violating either 33E-3 or 33E-4 of the Public Contracts Act, 720 ILCS 5/33E-1 *et seq. (If Applicable)*
- F.** Fair Employment Practice: Contractor is in compliance with all State and Federal laws regarding Fair Employment Practice as well as all rules and regulations. **Yes** _____ **No** _____
- G.** Our company has an Equal Employment Opportunity and Affirmative Action Program which complies with Executive Order 11246, the Vietnam Era Veterans' Readjustment Assistance Act of 1974, and the Rehabilitation Act of 1973. **Yes** _____ **No** _____
- H.** When required by law, the Respondent and all Respondent's Subcontractors must participate in applicable apprenticeship and training programs approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training as required by Illinois Public Act 0930642.

ADVICE

A. MINORITY/WOMAN-OWNED, DISADVANTAGED BUSINESS? YES _____ NO _____. If yes, please attach copy of certification and advise certification number and expiration date below:

Name of Certifying Entity: _____ Certification #: _____
Expiration Date: _____

B. STATE NEGOTIATED COOPERATIVE AGREEMENT: YES _____ NO _____ Contract No. _____

Signature

Respondent/Company Official: _____ Date: _____

7.0 SIGNATURE PAGE **REQUIRED**

IMPORTANT: All Respondents are required to complete and sign this form. Completed form must be returned with proposal by the RFP deadline. Failure to return this completed form may result in disqualification of proposal.

Check One:

SOLE PROPRIETOR **PARTNERSHIP** (and/or JOINT VENTURE) **LIMITED LIABILITY COMPANY** **CORPORATION**

The undersigned acknowledges receipt of a full set of RFP Documents and Addenda Numbers _____ (None unless indicated here). **All issued addenda must be signed and returned to the College as per the instructions in the addenda or response will not be accepted.**

The undersigned makes the foregoing response to RFP subject to all of the terms and conditions of the RFP Documents. The undersigned certifies that all of the foregoing statements of the Vendor Certifications are true and correct. The undersigned warrants that all of the facts and information submitted by the undersigned in connection with this response are true and correct.

BUSINESS NAME: _____

BUSINESS ADDRESS: _____

BUSINESS TELEPHONE: _____ FAX NUMBER: _____

EMAIL ADDRESS: _____ CELLULAR TELEPHONE NUMBER: _____ FEIN/SSN: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____ TITLE: _____ DATE: _____

Subscribed to and sworn before me this _____ day of _____, 2019.

My commission expires: _____

Notary Public Signature

Notary Seal

- * Attach hereto a partnership resolution or other document authorizing the individual signing this Signature Page to so sign on behalf of the Partnership.
- ** If the LLC is not registered in the State of Illinois, a copy of a current Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.
- *** Attach either a certified copy of the by-laws, articles, resolution or other authorization demonstrating such persons to sign the Signature Page on behalf of the LLC.
- *** If the corporation is not registered in the State of Illinois, a copy of the Certificate of Good Standing from the state of incorporation must be submitted with this Signature Page.
- ***** In the event that this Signature Page is signed by any persons other than the President and Secretary, attach either a certified copy of the corporate by-laws, a resolution or other authorization by the corporation, authorizing such persons to sign the Signature Page on behalf of the corporation.

8.0 CONFLICT OF INTEREST DISCLOSURE AND NON-COLLUSION FORM **REQUIRED******

IMPORTANT: All Respondents are required to complete and sign this form. Completed form must be returned with proposal by the RFP deadline. Failure to return this completed form may result in disqualification of proposal.

RFP #: _____ DATE: _____

CONFLICT OF INTEREST DISCLOSURE

Sauk Valley Community College (the College) reserves the right, at its sole discretion, to reject any and all responses, revise the submission timeline as described in the solicitation, and to discontinue at any time the submission process as described in the solicitation. The College is requiring that any and all relationships with the College, its Administrators, Trustees, Committee members, Sauk Valley College Foundation Trustees, or any other Employee of the College be disclosed in writing as a part of any response submitted. Contact with any employee of the College during the pre-award period, except as noted in the RFP documents, is strictly forbidden and is considered sufficient grounds for dismissal from the RFP process.

VENDOR CONFLICT OF INTEREST DISCLOSURE

Define the relationship with any College Administrator, Trustee, Employee, Sauk Valley College Foundation Board member, Committee member, or their immediate family member, with which your company or any of its owners, officers, Trustees, employees, or their immediate family, does business or is likely to do business with, or for which there is an opportunity to influence a related College decision; include the name and relationship to any immediate family member.

Vendor certifies that there is no known conflict of interest with any College Administrator, Employee, Trustee, Committee member, or College Foundation Trustee, or their immediate family.

Vendor Printed Name: _____ Title: _____

Signature: _____ Date: _____

NON-COLLUSION STATEMENT

The undersigned affirms that he/she is duly authorized to execute a contract and that this company, corporation, firm, partnership or individual has not prepared this response in collusion with any other Respondent, and that the contents of said response have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this response.

Company Name: _____ Owners/Principal(s)
Name(s)/Title(s): _____

Vendor Address: _____ City, State, Zip: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Signature

Respondent/Company Official: _____ Date: _____