

**REQUEST FOR PROPOSAL**  
**#R20001**

**FINANCIAL ADVISOR SERVICES**

**August 1, 2019**



# JOLIET JUNIOR COLLEGE

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1901

Joliet Junior College  
Request for Proposal

Financial Advisor Services

**RFP Opening August 1, 2019**

## **Background**

Joliet Junior College (JJC), the nation's first public community college is a comprehensive community college. The college offers pre-baccalaureate programs for students planning to transfer to a four-year university, occupational education leading directly to employment, adult education and literacy programs, work force and workplace development services, and support services to help students succeed. The College has a combined total of 14,912 full time and part time students enrolled in Spring 2018 classes and 1,950 staff on its main campus located within the city of Joliet, and its 5 extension campuses located in Romeoville, Morris, Frankfort, Weitendorf, and City Center in downtown Joliet.

JJC is the only public postsecondary institution within District 525 boundaries. JJC is located approximately 45 miles south of Chicago, the third largest city in the United States. Today, the 1,442-square mile district serves over 700,000 residents in Will, Grundy, Kendall, LaSalle, Kankakee, Livingston, and Cook counties. Multiple locations exist to serve residents throughout the district. The College consists of one (1) main campus (2) extended campuses, three (3) education centers, and multiple satellite locations throughout the district. JJC has approximately 15,000 students per year enrolled in credit courses.

## **Vision Statement**

Joliet Junior College will be the first choice.

## **Mission Statement**

Joliet Junior College is an innovative and accessible institution, dedicated to student learning, community prosperity, cultural enrichment, and inclusion. Joliet Junior College delivers quality lifelong learning opportunities empowering diverse students and the community through academic excellence, workforce training, and comprehensive support services.

## **OVERVIEW**

The Board of Trustees of Joliet Junior College (hereinafter, "JJC") is requesting proposals from Providers for services relating to **financial advisor services**.

Additional scope is discussed in the **SCOPE OF WORK** section of this proposal.



## RFP SCHEDULE

Date (2019)	Event
July 8, 2019	Vendors contacted via email / advertised
July 17, 2019 @ 2:00 p.m. CST, 1215 Houbolt Road, Bldg. Room A3014, Joliet, IL 60431	Pre-Proposal Meeting (attendance is optional)
July 22, 2019 @ 2:00 p.m. CST	Last date/time for submission of written questions through the ESM sourcing solutions tool under the Q & A section.
July 29, 2019 @ 5:00 P.M.CST	Responses to questions will be addressed through the ESM sourcing solutions tool under the Q & A section.
August 1, 2019 @ 2:00 p.m. CST	Proposals must be submitted electronically through the ESM Solutions electronic sourcing site.
August 5-8, 2019	JJC Evaluation Team reviews proposal
August 12-14, 2019	Possible presentations by top short-listed firms
September 11, 2019	Notification of Award

### I. INSTRUCTIONS TO VENDORS

**ADVICE:** The department responsible for this RFP is the Business and Auxiliary Services located at Campus Center, Building A, Room 3100, 1215 Houbolt Rd., Joliet, IL 60431-8938. The JJC contact will be Janice Reedus, Director of Business & Auxiliary Services, telephone (815) 280-6640; fax (815) 280-6631.

Questions concerning this RFP will be answered if sent through the ESM sourcing solutions tool, under the Q & A section for the solicitation on or before **July 22, 2019** before 2:00 p.m. CST.

All questions and answers will be published on the ESM sourcing tool in the Q&A section by end of business day on **July 29, 2019**.

**SUBMISSION:** the submission of a response shall be prima facie evidence that the supplier has full knowledge of the scope, nature, quality of work to be performed, the detailed requirements of the project, and the conditions under which the work is to be performed.

Faxed and hard copy proposals ARE NOT acceptable. All RFPs must be submitted by the date and time of public opening (see above). All proposals must be submitted electronically through the ESM Solutions electronic sourcing site. Please note that all vendors will have to complete an on-line registration process prior to submitting your proposal.



# JOLIET JUNIOR COLLEGE

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1901

A step-by-step [supplier registration guide](#) is posted to the college's website for your reference. [General supplier guides](#) are also available on the ESM website. If you have any questions during the registration process, contact ESM Solutions Customer Support (877) 969-7246 Option 3.

Registration Link:

<https://supplier.esmsolutions.com/registration#/registration/contactInformation/>

General Supplier Guide (ESM Documents): <https://support.esmsolutions.com/hc/en-us/sections/115000917048-Supplier-Guides>

Supplier Registration Guide (JJC Document):

<https://www.jjc.edu/sites/default/files/Purchasing/FY2019/Supplier%20Registration%20Screenshots%20Final.pdf>

Please note the electronic sourcing tool will allow you to attach supporting documentation.

RFPs not submitted in the format as instructed by this RFP will not be accepted.

RFPs received after the date and time specified shall be considered LATE, and shall not be opened.

Accuracy of Proposals / Withdrawal of Proposals prior to RFP Opening: Proposals will represent a true and correct statement and shall contain no cause for claim of omission or error. Proposals may be withdrawn in writing or by facsimile (provided that the facsimile is signed and dated by vendor's authorized representative) at any time prior to the opening hour. However, no proposal may be withdrawn for a period of one hundred twenty (120) days subsequent to the opening of the RFP without the prior written approval of the Director of Business and Auxiliary Services or Joliet Junior College.

**ADDENDA:** The only method by which any requirement of this solicitation may be modified is by written addendum.

**PROPOSAL DUE DATE:** The proposal must be received through the ESM sourcing solution on or before **August 1, 2019 @ 2:00 p.m. CST.**

## **INSURANCE:**

The supplier performing services for JJC shall:

Maintain worker's compensation insurance as required by Illinois statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s), which might occur in carrying out the services, referenced in this RFP. Minimum coverage will be TWO MILLION DOLLARS (\$2,000,000) liability for bodily injury and property damage including product liability and completed operations.



# JOLIET JUNIOR COLLEGE

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1901

Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the services described in this RFP. Minimum coverage shall be TWO MILLION DOLLARS (\$2,000,000) per occurrence combined single limit for automobile liability and property damage.

## **TAXES:**

JJC 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, JJC will not be responsible for payment of the taxes. The supplier shall absorb the taxes entirely. Upon request, JJC's Tax Exemption Certificate will be furnished.

## **INDEMNIFICATION:**

The supplier shall protect, indemnify and hold JJC harmless against any liability claims and costs of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of occupancy, use, service, operations or performance of work in connection with the contract, resulting in whole or in part from the negligent acts or omissions of the supplier.

## **DISCLOSURE:**

Vendor shall note any and all relationships that might be a conflict of interest and include such information with the bid.

## **TERM OF CONTRACT:**

Any contract, which results from this RFP, shall be for a period of three (3) years from the date of the contract award. Assuming continued availability of funding; JJC may, at its sole option and with the consent of the supplier renew the contract for up to an additional two (2) one-year terms.

## **BLACKOUT PERIOD:**

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 specifications, clarification of bid submission requirements or any information pertaining to prebid conferences. Such vendors making such request shall email Janice Reedus, Director of Business & Auxiliary Services, at [purchasing@jjc.edu](mailto:purchasing@jjc.edu) No vendor shall visit or contact any College officers or an employee until after the proposal is awarded, except in those instances when site inspection is a prerequisite for the submission of a proposal. During the black-out period, 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



## II. GENERAL TERMS AND CONDITIONS

**Applicability:** These general terms and conditions will be observed in preparing the proposal to be submitted.

**Purchase:** After execution of the contract, purchases will be put into effect by means of purchase orders or suitable contract documents executed by the Director of Business and Auxiliary Services.

**Right to Cancel:** JJC may cancel contracts resulting from this RFP at any time for a breach of any contractual obligation by providing the contractor with thirty-calendar days written notice of such cancellation. Should JJC exercise its right to cancel, such cancellation shall become effective on the date as specified in the notice to cancel.

**Governing Law and Venue:** This contract shall be construed in and governed under and by the laws of the State of Illinois. Any actions or remedies pursued by either party shall be pursued in the State and Federal Courts of Will County, Illinois, only after Alternate Dispute resolution (ADR) has been exhausted.

**Dispute Resolution:** JJC and the contractor shall attempt to resolve any controversy or claim arising from any contractual matter by mediation. The parties will agree on a mediator and shall share in the mediation costs equally.

**Costs:** All costs directly or indirectly related to preparation of a response or oral presentation, if any, required to supplement and/or clarify a proposal shall be the sole responsibility of and shall be borne by the vendor.

**Proprietary Information:** Vendor should be aware that the contents of all submitted proposals are subject to public review and will be subject to the Illinois Freedom of Information Act. All information submitted with your proposal will be considered public information unless vendor identifies all proprietary information in the proposal by clearly marking on the top of each page so considered, "Proprietary Information." The Illinois Attorney General shall make a final determination of what constitutes proprietary information or trade secrets. While JJC will endeavor to maintain all submitted information deemed proprietary within JJC, JJC will not be liable for the release of such information.

### **Illinois Department of Human Rights Act**

The parties to any contract (inclusive of subcontractors) resulting from this RFP hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time, the Illinois Human Rights Act, and the Rules and Regulations of the Illinois Department of Human Rights. Any vendor awarded a contract as a result of this RFP must comply with the Illinois Department of Human Rights Equal Opportunity Act/Rules Sections 750.5 and 5/2-105.



# JOLIET JUNIOR COLLEGE

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1901

## **Sexual Harassment Policy**

Pursuant to Section 50-80 of the Illinois Procurement Code, each bidder who submits a bid or offer for a State of Illinois contract under this Code shall have a sexual harassment policy in accordance with paragraph (4) of subsection (A) of Section 2-105 of the Illinois Human Rights Act. A copy of the policy shall be provided to the college entering into the contract upon request.

## **Illinois Criminal Code of 1961**

Responding vendors must not be barred from bidding on this or any other contract due to any violation of either Section 33E-3 or 33E-4 of Article 33E, Public Contracts, of the Illinois Criminal Code of 1961, as amended. This certification is required by Public Act 85-1295. This Act relates to interference with public contracting, bid rigging and rotating, kickbacks and bribery.

## **Additional Requirements:**

- The selected financial advisor shall be registered with the Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB), meet all professional standards of the SEC, MSRB and comply with all state and local government regulatory requirements.
- Financial advisors engaging in activities on behalf of the College that produce a direct or indirect financial gain on behalf of the advisor, other than the agreed on compensation without the College's informed consent are prohibited.
- The selected financial advisor shall only receive compensation for work specifically authorized by the College and defined in this RFP.
- Proposers should submit a statement regarding the firm's understanding of the College's financial situation, including the firms recommended approach in developing the plan of finance.
- Proposers shall disclose any finder's fees, fee splitting, payments to consultants, or other contractual arrangements of the firm that could present a real or perceived conflict of interest with the proposal.
- Proposers shall disclose any pending investigation of the firm or enforcement of disciplinary actions taken within the past three years by the SEC, FINRA, MSRB, or other regulatory bodies.
- The College has an aspirational 20% participation goal toward contracts it awards. In order to assist the College in meeting this goal, please complete the relevant forms included herein. If you firm is unable to meet the goal by subcontracting with Minority, or Female owned businesses, please request a waiver by completing the "Demonstration of Good Faith Efforts to Achieve the Goal and Request for Waiver" included herein".



## **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) 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 (DBE) (collectively, BEP certified vendor(s)). 30 ILCS 575
  - Contract Goal to be Achieved by Vendor: This solicitation includes a specific BEP participation goal of 20% of the total dollar amount awarded to MBEs and FBEs, with at least 50% of the total dollar amount awarded to FBEs.
  - 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 Vendor 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 <https://www2.illinois.gov/cms/business/sell2/Pages/default.aspx>, 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.



# JOLIET JUNIOR COLLEGE

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1901

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 reserve 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.

**Negotiation:** JJC reserves the right to negotiate all elements, which comprise the vendor's proposal to ensure the best possible consideration, be afforded to all concerned. JJC further reserves the right to waive any and all minor irregularities in the proposal, waive any defect, and/or reject any and all proposals, and to seek new proposals when such an action would be deemed in the best interest of JJC.

**Award:** The successful vendor, as determined by JJC, shall be required to execute a contract for the furnishing of all services and other deliverables required for successful completion of the proposed project. The supplier may not assign, sell, or otherwise transfer its interest in the contract award or any part thereof without written permission from JJC.

**Retention of Documentation:** All proposal materials and supporting documentation that are submitted in response to this proposal becomes the permanent property of JJC.

**Opening of Proposals:** Proposals will be opened in a manner that avoids disclosure of the contents to competing vendors. Contents for proposals will remain confidential during the negotiations period. Only the proposal number and the identity of the vendor submitting the proposal response will be made available to the public.



## V. **FORMAT FOR RESPONSE**

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposal be organized in the format specified.

All proposals must be submitted via email through the ESM Solutions electronic sourcing site. Please note that all vendors will have to complete an on-line registration process prior to submitting your proposal. See item II above for more information.

### **1. Title Page**

Show the RFP subject, the name of the vendor's firm, address, telephone number, name of contact person, and date.

### **2. Table of Contents**

Clearly identify the materials by sections and page number(s).

### **3. Letter of Transmittal**

Limit to one or two pages.

- a. Briefly state the vendor's understanding of the scope of services to be provided and make a commitment to provide the services within the time period.
- b. List the names of the persons who will be authorized to make representations for the vendor, their titles, address, and telephone numbers.

### **4. Profile of the Vendor**

Indicate the number of people in the organization and their level of experience and qualification and the percentage of their time that will be dedicated to this process.

- a. Provide a list of the vendor's current top five and two prior clients indicating the type of services the organization has performed for each client.
- b. Submit independently audited financial statements (one copy only). Such information will be considered in strict confidence.
- c. Indicate any third-party firms involved with your program and state their role(s).
- d. Provide contact information (name, phone number, and email address of at least three (3) references for projects of similar size and scope, preferably higher ed clients.

### **5. Scope Section**

Clearly describe the scope of services to be provided based upon the information in the scope section. Respond to each item listed.



**6. Responses to Addendum**

**7. Prices Responses**

**8. Invoicing Procedure**

- a. Describe the firm's invoicing procedures.
- b. Include documentation identifying all of the vendor's fees.

**9. Proposed Contract**

Please submit a draft contract for the services being offered.

**10. Bidder's Certification Statement**

**11. Anti-Collusion Affidavit And Consultant's Certification**

**12. Conflict of Interest Form**

**13. BEP Utilization Plan**

**V. EVALUATION**

In evaluating the proposals submitted, JJC will apply the "Best Value" standard in selecting the supplier to be awarded a contract for this project. Purchase price is not the only criteria that will be used in the evaluation process. Any award resulting from this RFP will be made to that vendor whose offer conforms to the RFP and it is determined to be the most advantageous, of "best value" to JJC, in the sole judgment of JJC. The selection process will include, but not be limited to, the following considerations:

1. The quality and range of services the firm proposes to provide.
2. The extent to which the goods or services meet JJC needs.
3. The firm's overall experience, reputation, expertise, stability and financial responsibility.
4. The vendor's past relationship with JJC, if any.
5. The experience and qualifications of the staff that will be assigned to service JJC's account.
7. The ability to provide service in an expedient and efficient manner.
8. Quality and range of management reports
9. Vendor's financial terms offered to JJC.
10. The training options available.
11. The total, long-term cost to JJC to acquire the vendor's goods and services.
12. BEP Utilization Plan
13. Any other relevant factor that a private business entity would consider in selecting a supplier.



## VI. SCOPE OF WORK

Joliet Junior College requests proposals from qualified firms in connection with the future issuance, or refunding, of revenue or general obligation bonds, or any alternative forms of debt that the Board of Trustees may authorize.

It is the intent of the College to retain the successful firm for financial advisor services for any bond issues to be offered by the College for the term of the contract. The College reserves the right, however, to select other financial advisors during the contract term if it is deemed in the best interest of the College to do so. The firm(s) selected to provide financial advisory services will not be allowed to serve as a bond underwriter. If awarded, the contract will be awarded to the firm whose proposal is judged most advantageous to the College; all factors, including cost, will be considered.

### Description of Services Required:

1. Survey of Financial Resources: Upon request, the successful firm will analyze the College's financial resources and debt structure and will advise the College with respect to a proposed issuance of, or refunding of revenue bonds, government obligation bonds, as well as the evaluation of alternative debt instruments, and other matters related to post-issuance of bonds.
2. Provide Ongoing Advice on Outstanding Bond Issues: Provide advice on matters such as the appropriateness of refunding and/or restructuring any and all outstanding bond issues, including preparing all necessary fiscal analysis and escrow structures, preparing or reviewing, if prepared by another party, any required securities orders for escrows, reviewing accountant's verifications, preparing timetables for required activities to complete the refunding/restructuring and assist the College staff and Bond Counsel with all documents prepared in connection with any refunding/restructuring.
3. Assist in Bond Issuances: Provide advice and assistance in connection with the marketing and sale of all issues including providing an analysis of market conditions that might normally be expected to influence interest in purchasing or the interest rate on the issue; provide recommendations with respect to the use of a competitive versus negotiated sale process; assist in the preparation of the official statement and other sales materials; providing assistance in receiving and opening bids at public sales and evaluating bids or responses for public and negotiated sales;
  - a. In a *competitive sale situation* - work closely with the College in preparing for a revenue bonds offering; advising on the most advantageous timing of the offering, evaluating bids, and awarding of the winning bid to the underwriters.
  - b. In a *negotiated sale situation* - assist the College in selecting the optimal timing of the purchase transaction and subsequent marketing of the bonds.





# JOLIET JUNIOR COLLEGE

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1901

- c. Perform functions to facilitate the marketing and sale of bonds, assist in the sale and closing of any bonds and advise the College as to the initial rate on the bonds if variable rate bonds are issued.
4. Bond Ratings: Work with the College staff to provide bond rating companies with required information; assist in any presentations made to the rating agencies, the College Board of Trustees, and other groups, to the extent required or requested.
5. Official Statement and Related Documents: The financial advisor will assist the Bond Counsel and Underwriter in preparing the notice of sale, preliminary and final official statements related to bond offerings, if requested.
6. Cooperation with State Agencies: Coordinate with the College and the various state authorized agencies in obtaining approval for the issuance of the bonds.
7. Other Advice and Assistance. Provide advice on continuing compliance with securities, tax and other applicable rules and assist with finance related legislative matters affecting the College.
8. Other Services: Provide financing related training and other services as reasonably requested by the College.

## Approach to Scope of Work:

Vendor should communicate their approach to the scope of work and explain specifically the following:

1. Relevant experience of the individuals to be assigned to the issuer, identification of the individual in charge of day-to-day management, and the percentage of time committed for each individual on the account.
2. Relevant experience of the firm with financings of the issuer or comparable issuers and financings of similar size, types and structures, including financings in same state.
3. Discussion of the firm's financial advisory experience necessary to assist issuers with either competitive or negotiated sales.
4. Demonstration of the firm's understanding of the issuer's financial situation, including ideas on how the issuer should approach financing issues such as bond structures, credit rating strategies and investor marketing strategies.
5. Demonstration of the firm's knowledge of local political, economic, legal or other issues that may affect a proposed financing.
6. Disclosure of the firm's affiliation or relationship with any broker-dealer.



7. Analytic capability of the firm and assigned individuals and the availability of ongoing training and educational services that could be provided to the issuer.
8. Description of the firm's access to sources of current market information to assist in pricing of negotiated sales and information to assist in the issuer in planning and executing competitive sales.
9. Disclosure of any finder's fees, fee splitting, payments to consultants, or other contractual arrangements of the firm that could present a real or perceived conflict of interest.
10. Disclosure of any pending investigation of the firm or enforcement or disciplinary actions taken within the past three years by the SEC or other regulatory bodies.

**VII. QUANTITY**

There is no guaranteed amount of services intended either expressly or implied, to be purchased or, contracted for by JJC. However, the supplier awarded the contract shall furnish all required services to JJC at the stated price, when and if required.

**VIII. PROPOSED PRICING**

The vendor should furnish a list of proposed prices for all services and materials to be used during the term of the contract. The list of proposed prices should be structured to allow for the calculation of unit cost analyses. The prices included herein are to be firm through the contract term, unless noted otherwise by the vendor.



# JOLIET JUNIOR COLLEGE

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1901

## CERTIFICATION OF CONTRACT/BIDDER

The below signed contractor/bidder hereby certifies that it is not barred from bidding on this or any other contract due to any violation of either Section 33E-3 or 33E-4 of Article 33E, Public Contracts, of the Illinois Criminal Code of 1961, as amended. This certification is required by Public Act 85-1295. This Act relates to interference with public contracting, bid rigging and rotating, kickbacks and bribery.

\_\_\_\_\_  
SIGNATURE OF CONTRACTOR/BIDDER

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
DATE

THIS FORM **MUST** BE ATTACHED WITH YOUR BID



# JOLIET JUNIOR COLLEGE

1901

## ANTI-COLLUSION AFFIDAVIT AND CONSULTANT'S CERTIFICATION

\_\_\_\_\_, being first duly sworn,

deposes and says: that he is \_\_\_\_\_  
(Partner, Officer, Owner, Etc.)

of \_\_\_\_\_.  
(Consultant)

The party making the foregoing proposals or bid, certifies that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

\_\_\_\_\_  
(Name of Bidder if the Bidder is an Individual) (Name of Partner if the Bidder is a Partnership)  
(Name of Officer if the Bidder is a Corporation)

THIS FORM **MUST** BE ATTACHED WITH YOUR BID

*Failure to complete and return this form may be considered sufficient reason for rejection of the bid.*



# JOLIET JUNIOR COLLEGE

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1901

## CONFLICT OF INTEREST FORM

\_\_\_\_\_, hereby certifies that it has conducted an investigation into whether an actual or potential conflict of interest exists between the proposer, its owners and employees, and any official or employee of Joliet Junior College.

Proposer further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if Proposer has not disclosed any actual or potential conflict of interest, Joliet Junior College may disqualify the proposal.

\_\_\_\_\_  
(Name of Proposer if the Proposer is an Individual)  
(Name of Partner if the Proposer is a Partnership)  
(Name of Officer if the Proposer is a Corporation)

THIS FORM **MUST** BE ATTACHED WITH YOUR BID

*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.*

**BEP UTILIZATION PLAN**

**The Utilization Plan and Letter of Intent must be submitted with proposal.  
Failure to complete and return all parts of this form may be considered  
sufficient reason for rejection of the proposal.**

THIS FORM **MUST** BE ATTACHED WITH YOUR BID

(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

\_\_\_\_\_, Illinois

RFP # \_\_\_\_\_. 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: \_\_\_\_\_

Signature of authorized representative of bidder:

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

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

**BEP Utilization Plan**

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

<u>Name of Firm</u>	<u>Contract Value</u>	<u>Type of Firm</u> <u>MBE/WB</u>	<u>Description of Work</u>	<u>% of Total Bid</u>
Total				

Enter the dollar value of the total bid amount including the sum of the all alternates and allowances:

RFP # \_\_\_\_\_ Total Bid Amount \$ \_\_\_\_\_

## BEP UTILIZATION

### 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 that 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 described below.

- Utilize the Sell2Illinois website: <https://www2.illinois.gov/cms/business/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.