

**STATE OF ILLINOIS**  
**MINORITIES, FEMALES, PERSONS WITH DISABILITY STATUS AND PARTICIPATION**  
**UTILIZATION PLAN**

**ATTACHMENT NN**

The Business Enterprise Program Act for Minorities, Females and Persons with Disabilities (BEP) establishes a goal for contracting with businesses that have been certified as owned and controlled by persons who are minorities, female, or persons with disabilities (BEP certified vendor). 30 ILCS 575.

**Contract Goal to be Achieved by the Vendor:** This solicitation includes a specific BEP utilization goal of 25% based on the availability of BEP certified vendors to perform or provide the anticipated services and/or supplies required by this solicitation. In addition to the other award criteria established for this solicitation, the Agency/University will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the BEP certified vendor. If Vendor is a BEP certified vendor, the entire goal is met and no subcontracting with a BEP certified vendor is required; however, the Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance.

Following are guidelines for the Vendor's response to the Utilization Plan. A format for the Utilization Plan is included in this section. Vendor should include any additional information that will add clarity to the Vendor's proposed utilization of BEP certified vendors to meet the targeted goal. The Utilization Plan must demonstrate that the Vendor has either: (1) met the entire contract goal; (2) made good faith efforts towards meeting the entire goal; or (3) made good faith efforts towards meeting a portion of the goal. Any submission of good faith efforts by the Vendor shall be considered as a request for a full or partial waiver.

At the time of bid or offer submission, the Vendor must be certified with CMS Business Enterprise Program. Visit ([www.sell2.illinois.gov/bep/Business\\_Enterprise.htm](http://www.sell2.illinois.gov/bep/Business_Enterprise.htm)) for complete requirements and to apply for certification in the Business Enterprise Program. Vendors who submit bids or offers for State contracts shall not be given a period of time after the bid or offer is submitted to cure deficiencies in the Utilization Plan, Good Faith Effort documentation or the Letter of Intent, unless mandated by federal law or regulation. 30 ILCS 575(4)(c). Failure to complete a Utilization Plan and/or provide Good Faith Effort Documentation may render the bid or offer non-responsive or not responsible.

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 must execute the bid or offer prior to submission of the bid or offer to the Agency/University.**
  
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 Agency/University may request additional information to demonstrate compliance. The Vendor agrees to cooperate promptly with the Agency/University 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 the BEP Certified Vendor may render the bidder or offeror non-responsive or not responsible. **The contract will not be finally awarded to Vendor unless the Vendor's Utilization Plan is approved.**

3. **BEP Certified Vendor Locator References:** Vendors may consult CMS' BEP Certified Vendor Directory at ([www.sell2.illinois.gov/bep/Small and Diverse Businesses.htm](http://www.sell2.illinois.gov/bep/Small%20and%20Diverse%20Businesses.htm)), as well as the directories of other certifying agencies, but **BEP subcontractors must be certified by CMS as BEP certified vendors at the time of submission of bid or offer.**
4. **Vendor Assurance:** The Vendor shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure by the 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 Agency/University deems appropriate. This assurance must be included in each subcontract that the Vendor signs with a subcontractor or supplier.
5. **Calculating BEP Certified Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided by all BEP certified vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by BEP certified vendors is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:
  - 5.1. The value of the work actually performed or goods/equipment provided by the BEP Certified Vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the BEP Certified Vendor, including supplies purchased or equipment leased by the BEP Certified Vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.
  - 5.2. A vendor shall count the portion of the total dollar value of the BEP contract equal to the distinct, clearly defined portion of the work of the contract that the BEP Certified Vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other BEP certified vendors. Work performed by the non-BEP certified party shall not be counted toward the goal. **Work that a BEP certified vendor subcontracts to a non-BEP certified vendor will not count towards the goal.**
  - 5.3. A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from a BEP certified vendor manufacturer, regular dealer, or supplier. A Vendor shall count toward the goal the following expenditures to BEP certified vendors that are not manufacturers, regular dealers, or suppliers:
    - 5.3.1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the Agency/University 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 Agency/University 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 Agency/University 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 Agency/University 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 Agency/University 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:** If the Vendor cannot meet the stated goal, the Vendor must document in the Utilization Plan its good faith efforts that could reasonably have been expected to meet the goal. Vendors must submit utilization forms that meet or exceed the published goal or submit utilization forms that describe a percentage participation that is less than the goal and submit documentation regarding good faith efforts at the time of bid or offer submission. **Vendors will not be permitted to correct goal deficiencies after bid or offer due dates.** The Business Enterprise Council ("Council") or its delegate will consider the quality, quantity, and intensity of the Vendor's efforts.

6.1. The following is a list of types of action that the Council or its delegate will consider as evidence of the Vendor's good faith efforts to meet the goal. Other factors or efforts brought to the attention of the Council or its delegate may be relevant in appropriate cases.

- 6.1.1. Soliciting 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. The Vendor must solicit this interest within sufficient time to allow the BEP certified vendors to respond to the solicitation. The 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. The 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.
- 6.1.2. Selecting 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 the Vendor might otherwise prefer to perform these work items with its own forces.
- 6.1.3. Making 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.
- 6.1.4. Negotiating in good faith with interested BEP certified vendors. Evidence of such negotiation must include the names, addresses, and telephone numbers of BEP certified vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for BEP certified vendors to perform the work. A Vendor using good business judgment may consider a number of factors in negotiating with BEP certified vendors and may take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using BEP certified vendors may not be in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from BEP certified vendors if the price difference is excessive or unreasonable.
- 6.1.5. Thoroughly investigating the capabilities of BEP certified vendors and not rejecting them as unqualified without documented reasons. The BEP certified vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids and proposals in the Vendor's efforts to meet the goal.
- 6.1.6. Making efforts to assist interested BEP certified vendors in obtaining lines of credit or insurance as required by the Agency/University.
- 6.1.7. Making efforts to assist interested BEP certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.
- 6.1.8. Effectively using the services of available minority/women community organizations; minority/women vendors' groups; local, state, and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of BEP certified vendors.

6.1.9. Utilize the Sell2Illinois website: ([www.Sell2.illinois.gov](http://www.Sell2.illinois.gov)) to identify BEP certified vendors.

6.2. In evaluating the Vendor's good faith efforts, Council or its delegate may consider whether the ability of other bidders or offerors to meet the contract goal suggests that good faith efforts could have resulted in Vendor meeting the goal.

6.3. If the Council or its delegate determines that the Vendor has made good faith efforts to meet the goal, the Agency/University may award the contract provided that the Vendor is otherwise eligible for award.

6.4. If the Council or its delegate determines that good faith efforts have not been met, the bid or offer may be determined to be non-responsive by the Chief Procurement Office.

7. **Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern the 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 the Vendor did not succeed in obtaining enough 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. Those who submit bids or offers for State contracts shall not be given a period after the bid or offer is submitted to cure deficiencies in the bid or offer unless mandated by federal law or regulation. 30 ILCS 575/4(e).

7.2. The Utilization Plan may not be amended after contract execution without the Agency/University's prior written approval.

7.3. **The Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the prior written approval of the Agency/University.** Unauthorized changes or substitutions, including performing the work designated for a BEP certified vendor with the 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. The facts supporting the request for changes must not have been known nor reasonably should have been known by the parties prior to entering into the subcontract. The Vendor must negotiate with the BEP certified vendor to resolve the problem. Where there has been a mistake or disagreement about the scope of work or goods/equipment, provided the BEP certified vendor can be substituted only where agreement cannot be reached for a reasonable price or schedule for the correct scope of work, goods or equipment.

7.4. In accordance with the Procurement Code, substitutions of a BEP certified vendor may be permitted under the following circumstances:

7.4.1. Unavailability after receipt of reasonable notice to proceed;

7.4.2. Failure of performance;

7.4.3. Financial incapacity;

7.4.4. Refusal by the BEP Certified Vendor to honor the bid or proposal price or scope;

- 7.4.5. Material mistake of fact or law about the elements of the scope of work of a solicitation where a reasonable price cannot be agreed;
  - 7.4.6. Failure of the BEP Certified Vendor to meet insurance, licensing or bonding requirements;
  - 7.4.7. The BEP Certified Vendor's withdrawal of its bid or offer; or
  - 7.4.8. Decertification of the BEP Certified Vendor.
- 7.5.** If it becomes necessary to substitute a BEP certified vendor or otherwise change the Utilization Plan, the Vendor must notify the Agency/University 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 Agency/University will approve or deny a request for substitution or other change in the Utilization Plan within five business days of receipt of the request.
- 7.6.** Where the Vendor has established the basis for the substitution to the Agency's/University'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, the Vendor may substitute with a non-BEP certified vendor or the Vendor may perform the work.
- 7.7.** If a Vendor plans to hire a subcontractor for any scope of work that was not previously disclosed in the Utilization Plan, the Vendor must obtain the approval of the Agency/University 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.
- 7.8.** A new BEP certified vendor agreement must be executed and submitted to the Agency/University within five business days of the Vendor's receipt of the Agency's/University's approval for the substitution or other change.
- 7.9.** The 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 the Vendor upon 48 hours written demand by the Agency/University to any duly authorized representative thereof, or to any municipal, state or federal authorities. The Agency/University shall have the right to obtain from the Vendor any additional data reasonably related or necessary to verify any representations by the 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 the Vendor, but not later than 30 calendar days after such payment, the Vendor shall submit a statement confirming the final payment and the total payments made to the BEP Certified Vendor under the contract.
- 7.10.** The Agency/University will periodically review the Vendor's compliance with these provisions and the terms of its contract. Without limitation, the 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 Agency/University to declare a default, terminate the contract, or exercise those remedies provided for in the contract or at law or in equity.

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

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**8. UTILIZATION PLAN**

**The Utilization Plan and Letter of Intent must be sealed separately within Packet 4.**

Universal Protection Services LLC submits the following Utilization Plan as part of our bid or offer in accordance with the requirements of the Minority, Female, Persons with Disability Status and Participation section of the solicitation for Statewide Security Services, Illinois Procurement Bulletin Reference Number 22032757. We understand that all subcontractors must be certified with the CMS Business Enterprise Program at the time of submission of all bids/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. We understand that we will not be given a period after the bid or proposal is submitted to cure deficiencies in the Utilization Plan and the Letter(s) of intent, unless mandated by federal law or regulation. 30 ILCS 575/4(e).

Universal Protection Service LLC makes the following assurance and agrees to include the assurance in each agreement, subcontract and/or purchase order with a subcontractor or supplier utilized on this contract: We shall not discriminate on the basis of race, color, national origin, sexual orientation or sex in the performance of this contract. Failure 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 Agency/University deems appropriate.

Vendor submits the following statement: Vendor has identified BEP Certified Vendor(s) to fully meet the established BEP goal and submits completed Letter of Intent as identified in Section 8.2.

**8.1. DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE BEP UTILIZATION GOAL AND REQUEST FOR WAIVER**

If the BEP utilization goal was not achieved, the Good Faith Efforts Procedures and Guidelines will be used to evaluate submitted utilization plans (Section 8.1.1.). Vendors providing Good Faith Effort documentation and request for waiver must complete and submit the Good Faith Effort Contact Log (Section 8.1.2.) with the bid or offer. Failure to complete Section 8.1.2. in its entirety may render the Vendor's bid or offer non-responsive or not responsible and cause it to be rejected or render the Vendor ineligible for contract award.

**8.1.1. GOOD FAITH EFFORTS PROCEDURES AND GUIDELINES**

**Please read the following guidelines carefully.**

Below is a checklist of items that may be used to evaluate a Vendor's Demonstration Good Faith Efforts and Request for Waiver. If any of the following items are not completed, please attach a detailed written explanation indicating why such item was not completed. If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed description of such efforts.

- Soliciting 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. The Vendor must solicit this interest within sufficient time to allow the BEP certified vendors to respond to the solicitation. The 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. The 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.

- Selecting 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 the Vendor might otherwise prefer to perform these work items with its own forces.
- Making 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.
- Negotiating in good faith with interested BEP certified vendors. Evidence of such negotiation must include the names, addresses, and telephone numbers of BEP certified vendors that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting and evidence as to why additional agreements could not be reached for BEP certified vendors to perform the work. A Vendor using good business judgment may consider a number of factors in negotiating with BEP certified vendors and may take a firm's price and capabilities into consideration. The fact that there may be some additional costs involved in finding and using BEP certified vendors may not be in itself sufficient reason for a Vendor's failure to meet the goal, as long as such costs are reasonable. Vendors are not required to accept higher quotes from BEP certified vendors if the price difference is excessive or unreasonable.
- Thoroughly investigating the capabilities of BEP certified vendors and not rejecting them as unqualified without documented reasons. The BEP certified vendor's memberships in specific groups, organizations, or associations and political or social affiliations are not legitimate causes for the rejection or non-solicitation of bids and proposals in the Vendor's efforts to meet the goal.
- Making efforts to assist interested BEP certified vendors in obtaining lines of credit or insurance as required by the Agency/University.
- Making efforts to assist interested BEP certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.
- Effectively using the services of available minority/women community organizations; minority/women vendors' groups; local, state, and federal minority/women business assistance offices; and other organizations that provide assistance in the recruitment and placement of BEP certified vendors.
- Utilize the Sell2Illinois website: ([www.Sell2.illinois.gov](http://www.Sell2.illinois.gov)) to identify BEP certified vendors.

#### 8.1.2. GOOD FAITH EFFORTS CONTRACT LOG FOR SOLICITING BEP CERTIFIED VENDOR PARTICIPATION.

#### 8.1.3.

## 8.2. LETTER OF INTENT (LOI) BETWEEN PRIME VENDOR AND BEP CERTIFIED VENDOR

Instructions: The responsive Vendor is required to submit a separate, signed LOI from each identified BEP certified vendor. LOIs must be submitted with the bid/offer and must be signed by both parties. The Prime Vendor shall not prohibit or otherwise limit **Star Detective And Security Agency, Inc.** from providing subcontractor quotes to other potential bidders/vendors. Each LOI shall include the negotiated amount/percentage and scope of work to be performed by each identified BEP certified vendor. All LOI's shall be subject to Agency/University approval.

Any changes involving or affecting identified the BEP certified vendor(s) may not be permitted without written approval of the Agency/University.

Project Name: Statewide Security Services

Project/Solicitation Number: 14-83132

Name of Vendor: Universal Protection Service

Address: 700 E. Butterfield Road, Ste 320

City, State and Zip: Lombard IL, 60148

Telephone: 630-366-4100

Fax: 630-366-4100

Email: michael.newberry@universalpro.com

Name of BEP Certified Vendor: Star Detective and Security Agency, Inc.

Address: 813 E. 75<sup>th</sup> Street

City, State and Zip: Chicago, IL 60619

Telephone: 773-874-1900

Fax: 773-874-8654

Email: jhuckabee@starsecurityinc.com

Type of agreement:  Services  Supplies  Both Services/Supplies

Anticipated start date of the BEP Certified Vendor: Contract Inception

Proposed Subcontract Amount \$ N/A or Proposed % of Contract to be performed by the BEP Certified Vendor 25%

NOTE: In instances where the contract award amount is unknown, you must indicate the percentage of the estimated contract award that will be subcontracted to the BEP Certified Vendor.

Description of work to be performed or goods/equipment to be provided by the BEP Certified Vendor:  
Security Services