

## Summary

McHenry County College requests proposals from companies to provide *Parking Lot Crack Filling, Seal Coating and Striping* as noted herein.

Date Issued:	February 4, 2016
Service Requested:	Parking Lot Crack Filling, Seal Coating and Striping
RFP Closing Date/Time:	February 24, 2016 – 10:00 A.M.
RFP Contact:	Jennifer Jones, Director for Business Services JJONES@MCHENRY.EDU

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Proposals must be sealed and delivered to the attention of Jennifer Jones, Director for Business Services, McHenry County College, 8900 US Highway 14, Crystal Lake, IL 60012 on or before February 24, 2016, 10:00A.M.CST.

**All late proposals will be rejected.**

All proposals must be signed by a duly authorized representative of the firm.

**All unsigned proposals will be automatically rejected.**

**SPECIAL NOTE:** This Request for Proposal (RFP) does not obligate McHenry County College (MCC) or its Board of Trustees to award a contract or complete the proposed project, and each reserves the right to cancel this RFP if it is considered to be in its best interest. Proposals must be clear and concise. Proposals that are difficult to follow or that do not conform to the RFP format or binding specifications, may be rejected. Responding vendors must include the required information called for in this RFP. MCC reserves the right to reject a proposal if required information is not provided or is not organized as directed. MCC also reserves the right to change the evaluation criteria or any other provision in this RFP by posting notice of the change(s) on MCC's RFP website, [www.mchenry.edu/bid](http://www.mchenry.edu/bid). For this RFP, posting on the captioned website above constitutes written notification to each vendor. Vendors should check the site daily and are expected to review information on the site carefully before submitting a final proposal.

McHenry County College administration will evaluate all proposals. A recommendation to enter into an agreement with the successful bidder will be presented to the Board of Trustees at the March 24, 2016 board meeting.

We appreciate your interest in McHenry County College and look forward to your response.



**REQUEST FOR PROPOSAL**

**Parking Lot Crack Filling, Seal Coating and Striping**

**RFP #02242016**

**Issue Date: February 4, 2016**

**RFP Response Deadline: February 24, 2016**

McHenry County College  
8900 US Highway 14  
Crystal Lake, Illinois 60012-2761  
Telephone: (815) 455-3700

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## 1.0 GENERAL REQUIREMENTS

- 1.1 Introduction:** McHenry County College (hereinafter “MCC”) is inviting responsible Vendors (hereinafter “Bidder” or “Contractor”) to submit proposals for **Parking Lot Crack Filling, Seal Coating and Striping** as noted herein. A more complete description of the supplies and/or services sought is provided in the “Bid Specifications”. If you are interested and able to meet these requirements, we would appreciate and welcome a bid. This RFP will set forth any evaluation criteria to be used in determining product or service acceptability. It may require the submission of bid samples, descriptive literature, technical data, references, licenses, or other information or material.

Unsolicited bid samples or descriptive literature however, are submitted at the vendor’s risk, may not be examined or tested, will not be deemed to vary any of the provisions of the RFP, and may not be utilized by the vendor to contest a decision or understanding with MCC.

- 1.2 Background:** McHenry County College (MCC) is a community college offering 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. McHenry County College serves one of the fastest growing counties in Illinois. MCC is located forty-five miles northwest of downtown Chicago, the college is committed to providing high quality, need-based educational and training opportunities to adult residents of Community College District 528. Nearly 250,000 residents live within the MCC district boundaries. The campus is located at 8900 U.S. Highway 14, Crystal Lake, IL 60012. Also part of this college is the Shah Center, a corporate training and business development center that was remodeled from a former hotel in 2005 approximately six miles northeast of MCC in the town of McHenry, Illinois.
- 1.3 Contact Information:** The contact, identified below, is the sole point of contact regarding the RFP from the date of issuance until selection of the successful vendor.

Jennifer Jones  
Director of Business Support Services  
McHenry County College  
8900 US Highway 14  
Building A, Room 246  
Crystal Lake, IL 60012  
Email: [jjones@mchenry.edu](mailto:jjones@mchenry.edu)

- 1.4 Contract Terms:** The successful Contractor agrees to execute a formal written contract with McHenry County College subject to any modifications as may be required by MCC. Bids shall identify the individuals having authority to contractually bind the Contractor. It shall also name the person to be contacted both during the period of evaluation of bids and execution. This information is to include the name, title, address, telephone, fax number, and email address of this individual.

**1.5 Minimum Bidder Qualifications:** The following minimum qualifications must be met by each bidder:

- a. The Bidder shall have had a minimum of three (3) years, previous experience and possess manpower and equipment, financial resources, and an organization as herein specified to perform the type, magnitude, and quality of work specified.

**1.6 Inspection of Premises:** Bidders are invited to inspect the project site completely prior to submitting bids in order to determine all requirements associated with the contract. Failure to inspect adequately shall not relieve the Contractor from the necessity of furnishing and installing, without additional cost to MCC, any materials and equipment or performing any labor that may be required to carry out the intent of the contract.

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

MCC Issues RFP listed at <a href="http://www.mchenry.edu/bid">www.mchenry.edu/bid</a>	February 4, 2016
Site Inspection	8:00am – 3:00pm Todd Wheeland, 815-455-8564
Last day for vendors questions via email <a href="mailto:jjones@mchenry.edu">jjones@mchenry.edu</a>	February 15, 2016
Response to vendor questions will be listed by addendum at <a href="http://www.mchenry.edu/bid">www.mchenry.edu/bid</a>	February 17, 2016
Bid End Date	February 24, 2016
Bid Opening Date	February 24, 2016, 10:00am Bldg A, Board Room #217
Recommendation to Board of Trustees	March 24, 2016
Notification of Award by	March 28, 2016
Contract Start and End Date	May 14 – August 16, 2016
Project Manager Contact	Todd Wheeland 815-455-8564

## 2.0 BID SUBMISSION

- 2.1 Examination of Solicitation Documents and Explanation to Bidders.** Bidders are responsible for examining the solicitation documents and any addenda issued to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the Director of Business Services via email. The bidder making such request will be solely responsible for its timely receipt by the Director of Business Services. Replies to such notices may be made in the form of an addendum to the solicitation.
- 2.2 Submission:** The submission of a response shall be *prima facie* evidence that the vendor has full knowledge of the scope and nature of the project requirements. **Faxed Bids ARE NOT acceptable.**
- 2.3 Interpretation or Representations.** MCC assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.
- 2.4 RFP Questions and Clarifications:** Questions and requests for clarification are only accepted via e-mail. Official answers to questions will be provided via addendum.
- 2.5 Addendum:** The only method by which any requirement of this solicitation may be modified is by written addendum. MCC is not responsible if a vendor does not receive the proposal revision in time to include the information with the proposal submission. Any addendum will be posted to MCC's website at [www.mchenry.edu/bid](http://www.mchenry.edu/bid). The addendum shall be acknowledged by signature and included in your bid submission.
- 2.6 Bid Preparation Costs.** The costs for developing and delivering responses to this RFP are entirely the responsibility of the bidder. The College is not liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a Purchase Order or Contract.
- 2.7 Cancellation of RFP:** If the Director of Business Services determines that it is in MCC's best interest, he/she reserves the right to do any of the following
- Cancel this RFP
  - Modify this RFP in writing as needed
  - Reject any or all proposals received in bid to this RFP.

- 2.8 Accuracy/ Withdrawal of Proposals Prior to Bid Opening:** Bids may be withdrawn in writing any time prior to the opening hour. However, no proposal may be withdrawn for a period of sixty (60) days subsequent to the opening of the Bid without the prior written approval of the Director of Business Services of McHenry County College.
- 2.9 Taxes:** MCC is exempt from all federal excise, state and local taxes unless otherwise stated in this document. In the event taxes are imposed on the services purchased, MCC will not be responsible for payment of the taxes. The vendor shall absorb the taxes entirely. Upon request, MCC's Tax Exemption Certificate will be furnished.
- 2.10 Evaluation:** In evaluating the bids submitted, MCC will apply the "Best Value" standard in selecting the vendor 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 bid will be made to that vendor whose offer conforms to the bid and it is determined to be the most advantageous, or "best value" to MCC, in the sole judgment of MCC. The selection process will include, but not be limited to, the following considerations:
1. The quality and range of products and services the firm proposes to provide.
  2. The ability to provide product and service in an expedient and efficient manner.
  3. The firm's overall experience, reputation, expertise, stability, and financial responsibility.
  4. The experience and qualifications of the staff that will be assigned to service MCC's account.
  5. The provider's ability to assist MCC in meeting the overall goals of bid.
  6. The bidder's past relationship with MCC, if any.
  7. Any other relevant factor that a business entity would consider in selecting a vendor.
- 2.11 Award of Contract:** MCC reserves the right to reject any or all prices or bids submitted, waive irregularities, and to accept that bid which is considered to be in the best interest of the College. Any such decision shall be considered final and not subject to recourse. Unless we are advised to the contrary, it is understood that the bid has been submitted in strict accordance with specifications. Any exceptions and explanations regarding the items listed should be delivered with the bid. Submit complete specifications for any substitute offered.

The successful bidder will be notified within three business days by e-mail or telephone of their award of contract following the Board of Trustees meeting. The vendor may not assign, sell, or otherwise transfer its interest in the contract award or any part thereof without written permission from MCC. This bid will be awarded in its entirety to one vendor. We reserve the right to make moderate quantity alterations to conform to budget limitations.

### 3.0 INSTRUCTION TO BIDDERS

Read the following instructions carefully before submitting any bid. Failure to follow these instructions and the rules may result in the rejection of your bid. MCC reserves the right to reject any and all bids, to waive minor or immaterial irregularities, informalities or technicalities, to advertise for new bids, or to request confirmation or clarification from any bidder regarding a bid.

**3.1 Bid Format and Content:** In order for MCC to evaluate bids fairly and completely, bidders must follow the format set forth herein and must provide all of the information requested. All items identified in the following list must be addressed as concisely as possible in order for a bid to be considered complete. Failure to conform to the stated requirements may necessitate rejection of the bid.

1. **Cover Letter.** The cover letter must confirm that the **bidder understands all the terms and conditions contained in this RFP and will comply with all the provisions of this RFP.** Further, that should the contract be awarded to your company, you would be prepared to begin services upon contract approval from MCC. The cover letter must include the full contact information of the person(s) MCC shall contact regarding the bid. A bidder representative authorized to make contractual obligations must sign the cover letter. The letter must also state whether or not subcontractors will be used.
2. **Experience & Operational Plan.** Bidders must describe their capabilities to provide the services requested in this RFP by providing the following:
  - A description of Bidder's experience in Electrical System Grounding and tvss experience which include replacements of blown units.
  - Staffing and operational plan for this contract, including use of any subcontractors and description of equipment to be used.
3. **Pricing.** Bidder shall submit on the bid submission form, prices for each item listed for Parking Lot Crack Filling, Seal Coating and Striping.

**3.2 Packaging of Response:** Please submit (1) original and (1) hard copy of the bid, along with a copy on flash drive. The bid documents, must be submitted by mail, hand delivery, overnight carrier or certified mail in a package sealed and labeled showing the following information on the outside:

- Bidder's complete name and address
- Solicitation Number
- Bid Due Date and Time
- Bid for Parking Lot Crack Filling, Seal Coating and Striping
- Sealed Bid

**3.3 Late Bids.** *Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration.* It shall be the bidder's sole risk to assure delivery at the designated office by the designated time. Late bids will not be opened and may be returned to the bidder at the expense of the bidder or destroyed if requested.

**3.4 Bidder's Signature.** The bid submission form must be signed in ink by an individual authorized to legally bind the business submitting the bid. The bidder's signature on a bid in

response to this RFP guarantees that the offer has been established without collusion and without effort to preclude MCC from obtaining the best possible supply or service.

**3.5 Submit Bids To:**

McHenry County College  
Attn: Jennifer Jones  
Director of Business Support Services  
8900 US Highway 14  
Building A, Room 248  
Crystal Lake, IL 60012

- 3.6 Bid Opening:** MCC will open all bids that are submitted in a proper and timely manner, and will record the names and other information specified by law and rule. All bids become the property of MCC and will not be returned except in the case of a late bid. Winning bidder will be listed on our website after the board of trustee's meeting.
- 3.7 Responders' Costs:** The cost of developing a bid for this RFP belongs solely to the bidder and may not be charged to MCC.

## 4.0 GENERAL TERMS AND CONDITIONS

- 4.1 Applicability:** These general terms and conditions will be observed in preparing the proposal to be submitted.
- 4.2 Purchase:** After notice of the award, purchase will be put into effect by means of purchase orders or suitable contract documents executed by the Director of Business Services.
- 4.3 Right to Cancel:** MCC may cancel contracts resulting from this RFP at any time for a breach of any contractual obligation by providing the contractor with thirty-calendar day's written notice of such cancellation. Should MCC exercise its right to cancel, such cancellation shall become effective on the date as specified in the notice to cancel.
- 4.4 Proprietary Information:** Bidder should be aware that the contents of all submitted bids are subject to public review and will be subject to the Illinois Freedom of Information Act. All information submitted with your bid will be considered public information unless bidder 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 MCC will endeavor to maintain all submitted information deemed proprietary within MCC, MCC will not be liable for the release of such information.
- 4.5 Negotiation:** MCC reserves the right to negotiate all elements, which comprise the bidder's proposal to ensure the best possible consideration, be afforded to all concerned. MCC 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 MCC.
- 4.6 Retention of Documentation:** All bid materials and supporting documentation that is submitted in response to this proposal becomes the permanent property of MCC.
- 4.7 Insurance Requirements:** If fabrication, construction, installation, service or other work is specified to be conducted on MCC's premises, supplier shall maintain in force during the period of such work the following coverage's: (a) worker's compensation, as required by the laws of the State of Illinois; (b) commercial general liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence; (c) automobile liability for bodily injury and/or property damage in an amount of not less than \$1,000,000 single limit, per occurrence. The successful bidder shall provide a certificate of insurance naming McHenry County College as additional insured.
- 4.8 Performance and Payment Bond:** For every project greater than Fifty Thousand Dollars (\$50,000), Contractor shall procure a performance and payment bond for the full amount of the contract price. Prior to commencement of any work on the Project, Contractor shall submit insurance and bonds. Any provisions contained within the bonds creating a condition precedent for Owner, or abrogating Owner's rights or remedies otherwise available in contract or law, are void.
- 4.9 Department of Employment Security Law:** By entering into this contract, Vendor agrees to either (1) link its employment vacancies with the IllinoisJobsLink.com System or successor system, or (2) provide an online link to its employment vacancies so that this link is accessible through the web page of the IllinoisJobLink.com System or successor system, as required by Illinois Public Act 098-0107 (20 ILCS 1005/1005-47). **NOTE:** Vendors who are parties to a

collective bargaining agreement with a bona fide labor organization for the performance of construction or construction-related services are exempt from this requirement.

**4.10 Prevailing Wage Law: This law is in effect.**

**4.11 Non-Discrimination:** The successful bidder will comply with all Federal and State requirements concerning fair employment, employment of the handicapped, and the treatment of all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, national origin, or physical handicap.

**4.12 Sexual Harassment:** An amendment to the Illinois Human Rights Act requires eligible bidders for State contracts to implement detailed and specific sexual harassment policies. Every party bidding for and/or obtaining a public contract is required to have written sexual harassment policies that must include, at a minimum, a statement that sexual harassment is illegal; the definition of sexual harassment under State law; a description of sexual harassment (utilizing examples); the party's internal complaint process including penalties, the legal recourse, investigative and complaint process available through the Illinois Human Rights Department and the Commission (including directions on how to contact the Department and Commission); and the applicability of protection against as provided by the Human Rights Act.

**4.13 Governmental Restrictions:** In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of any item offered on this bid prior to delivery, it shall be the responsibility of the successful bidder to notify the Purchasing Office at once, indicating in writing the specific regulation which requires such alterations. McHenry County College reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract.

**4.14 Award, Payment, and Assignment:** Award will be made to the responsive and responsible bidder whose bid is most economical according to criteria designated in the solicitation. Acceptance is to be confirmed by purchase order issued by or on part of McHenry County College, including shipping and billing instructions. McHenry County College is responsible for all payments. Neither the contract nor payments due may be assigned except with prior written approval from the Vice President for Finance, McHenry County College.

**4.15 Indemnification:** The Contractor shall protect, indemnify and hold MCC harmless against any liability claims and costs 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 Contractor.

**4.16 Substitutes to Specifications:** Consideration will be given to alternatives if they are a standard manufactured item as evidenced by literature and specifications enclosed with this bid document. A demonstration may be requested. Submit complete specifications for any substitute offered. Your bid should be made on the Bid Submission Form (Attachment A), and any explanation regarding your bid should be attached. A complete disqualification could result without these reference materials attached. Indicate warranty specifications that apply to the items included in your bid.

**4.17 Compliance with Law:** Contractor will comply with all valid federal, state and local laws and all ordinances and regulations applicable to the manufacture, sale delivery and labeling of the

goods ordered and in the performance of any work pursuant hereto. Contractor also certifies that the merchandise supplied meets both Illinois Life Safety Code and OSHA regulations.

- 4.18 Recycled Materials:** McHenry County College is required to purchase products incorporating recycled materials whenever technically and economically feasible. Contractors are encouraged to offer products with recycled content which meet specifications conforming to Illinois State Statute 415 ILCS 20/3.1 pertaining to public community colleges.
- 4.19 Disclosure:** Contractors shall note any and all relationships that might be a conflict of interest and include such information with the bid.
- 4.20 Terms of Payment:** MCC operates under terms of payment for work completed and product delivered within Net 30 days from date of invoice. All payments of invoices need to be approved on a monthly basis. In no case will MCC agree to late fees prior to 60 days before payment is received, this is based on State Statutes for State funded entities.
- 4.21 Smoke and Tobacco Free Campus:** To promote a safe, clean and healthy learning environment, and in compliance with the Illinois Smoke-Free Campus Act (110 ILCS 64/1), McHenry County College prohibits the use of tobacco products inside College facilities, College vehicles and on all College property This includes the burning of any type of cigar, cigarette, pipe, electronic cigarette or any other smoking equipment The use of smokeless/chewing tobacco is also prohibited Refusal to comply with this policy will be met with increasingly severe penalties

## **5.0 BID SPECIFICATIONS**

McHenry County College is inviting responsible Contractors to submit bids for **Parking Lot Crack Filling, Seal Coating and Striping**. The successful bidder shall supply all materials and perform all labor necessary to complete the project based on the specifications noted herein. All pricing shall be listed and submitted on a Bid Submission Form.

### **Seal Coat Specifications**

Vendor will provide and install SealMaster Polymer-Modified MasterSeal (PMM) Asphalt and Blacktop Sealant (or approved equal) job mixed with aggregate. No Coal Tar products allowed. All materials to be applied evenly, with proper film thickness and with continuous agitation for proper mixing while application is in process. Follow the manufacturer specifications for installation. Two coats of PMM will be required with a **Third Coat Option** noted on the bid submission.

### **Oil Spot Primer**

Vendor will provide and install SealMaster Prep Seal Oil Spot Primer (or equal) at all oil based asphalt stains prior to application of asphalt sealant.

### **Crack Sealer**

Vendor will provide and install SealMaster crack sealant (or approved equal) on all cracks. Cracks 3/8" or wider must be brush or mechanically cleaned to remove loose material, debris and vegetation. Cracks smaller than 3/8" wide may be blown clear to remove loose materials, debris or vegetation. Crack sealer will be applied to provide a uniform 2" wide band.

### **Striping and Marking**

Vendor will supply and install SealMaster Acrylic Traffic Paint (or approved equal). Parking stalls to be 9' width. Paint color for standard parking stalls, stop lines and directional arrows to be white. Drop zone markings and cross lane markings will be done in an approved yellow. Handicap parking stall perimeter and interior markings will be done per ADA requirements and in an approved yellow. Electric vehicle charging station markings to match existing EV pavement markings. All stall lines will be at least 4" wide.

### **General Requirements**

In all circumstances the work to be performed shall be of first class quality by employees skilled in the respective trade and knowledgeable about the product and equipment being used.

All parking lot edges shall be dressed out and all weeds and grass removed from the edges and disposed of.

Where the asphalt abuts concrete curbing or concrete flatwork, special care shall be taken to prevent the asphalt sealer from spraying or being applied to the concrete. Provide a clean and neat application. Any sealer that contacts the concrete surfaces will be removed prior to completion of the job and payment request.

### **Bid Submission**

Provide a bid proposal for Parking Lot F and a separate bid proposal for parking lots B/D. There is no guarantee that parking lots B/D work will move forward in calendar year 2016. If B/D parking lot proposal does not move forward until 2017, bid prices will hold firm through 2017, or may be re-bid at a later date.

Work to be performed between the dates of May 14-August 8, 2016.

A map of Parking Lot F and a map of Parking Lot B/D is attached for review.

## **6.0 ATTACHMENTS**

**ATTACHMENT A1-BID SUBMISSION FORM**

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

- The Owner/Sole Proprietier
- Officer of the Corporation
- WBE
- Member of the Partnership
- Member of the Joint Venture
- DBE
- MBE

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

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

Contact Person: \_\_\_\_\_

Email Address: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_  
(Print) (Print)

Signature \_\_\_\_\_ Date \_\_\_\_\_



**ATTACHMENT B - CONTRACTOR CERTIFICATION**

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

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

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

Company Name \_\_\_\_\_

By \* \_\_\_\_\_

Address \_\_\_\_\_

City/State/ZIP \_\_\_\_\_

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

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

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

**ATTACHMENT C**  
**CERTIFICATE OF COMPLIANCE WITH THE ILLINOIS PREVAILING WAGE ACT**

Every eligible bidder and contractor/vendor shall comply with the Prevailing Wage Act, 820 ILCS 130/1, *et seq.*, as amended.

McHenry County College District 528  
8900 U.S. Highway 14  
Crystal Lake, IL 60012

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS  
Certificate of Compliance with the Illinois Prevailing Wage Act

This letter is to certify that \_\_\_\_\_  
(name of company)

is in compliance with all requirements of the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.* (the "Act"), shall remain in compliance with the Act, shall pay prevailing wages as established and specified, and shall make, keep, and file certified payroll in accordance with Section 5 of the Act, 820 ILCS 130/5.

Company street address \_\_\_\_\_

City \_\_\_\_\_

County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Authorized Contact name \_\_\_\_\_ Contact phone \_\_\_\_\_

Authorized Contact Signature \_\_\_\_\_

Sworn and subscribed to me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_; before me, notary public appointed in \_\_\_\_\_ County for the state of Illinois.

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
printed name

\_\_\_\_\_  
Seal

\_\_\_\_\_  
Commission expiration date

\_\_\_\_\_  
city of residence

\_\_\_\_\_  
county of residence

## **ATTACHMENT D**

### **OSHA HAZARDOUS COMMUNICATION STANDARD**

To Contractor:

The Occupational Safety & Health Administration (OSHA) Hazardous Communication Standard (29 CFR 1910.1200) states that contractors/suppliers must be informed of the hazardous chemicals their employees may be exposed to while performing their work and any appropriate protective measures. In order to comply with this requirement, McHenry County College has developed a list of all the hazardous chemicals known to be present in our facility. A Material Safety Data Sheet (MSDS/SDS) is also on file for each of these chemicals and/or hazardous substances. This information is available to you and to your employees upon request.

In order to protect the safety and health of our own employees as well as the employees of contractors/suppliers, contractor/suppliers must maintain and provide, upon request, an MSDS/SDS on any hazardous chemical(s) or material(s) which they bring to the facility. Failure to maintain an MSDS/SDS and provide this information in a timely manner will result in the removal of the contractor/supplier from the premises.

Each employer is also responsible for notifying any subcontractor they employ regarding the requirements of OSHA's Hazard Communication Standard and other provisions described in this letter.



**ATTACHMENT F - REFERRAL LIST**

List four (4) companies, schools preferred, to whom your company has done comparable work within the last three years:

1. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY, STATE: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
CONTACT EMAIL: \_\_\_\_\_  
CONTACT PHONE: \_\_\_\_\_

2. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY, STATE: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
CONTACT EMAIL: \_\_\_\_\_  
CONTACT PHONE: \_\_\_\_\_

3. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY, STATE: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
CONTACT EMAIL: \_\_\_\_\_  
CONTACT PHONE: \_\_\_\_\_

4. COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY, STATE: \_\_\_\_\_  
CONTACT NAME: \_\_\_\_\_  
CONTACT EMAIL: \_\_\_\_\_  
CONTACT PHONE: \_\_\_\_\_

**ATTACHMENT G – W9 FORM**

Form <b>W-9</b> (Rev. January 2011) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer                  Identification Number and Certification</b>	Give Form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b>					
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.					
	Social security number <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"> </td> </tr> </table>				
<b>Note.</b> If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	Employer identification number <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; height: 20px;"> </td> </tr> </table>				

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and	
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and	
3. I am a U.S. citizen or other U.S. person (defined below).	
<b>Certification instructions.</b> You must cross out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.	

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
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**General Instructions**  
 Section references are to the Internal Revenue Code unless otherwise noted.

**Purpose of Form**  
 A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

## ATTACHMENT H - CONTRACT

***THIS IS A SAMPLE ONLY***  
**MCHENRY COUNTY COLLEGE**  
**PURCHASE AGREEMENT WITH**

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THIS AGREEMENT (**Agreement**) is made as of \_\_\_\_\_, 2014, by and between **MCHENRY COUNTY COLLEGE**, 8900 U.S. Highway 14, Crystal Lake, IL 60012 (**Owner**) and \_\_\_\_\_ (**Contractor**).

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Owner and Contractor desire to enter into this Agreement, pursuant to which Contractor shall provide certain products, equipment or goods and perform certain services in connection with the Project, as hereinafter provided. The parties agree as follows:

1. **Scope of Project.** Contractor shall provide the products, equipment and goods as well as perform the services for Owner in connection with the Project as specifically set forth in \_\_\_\_\_ and the Contractor's bid response, both hereby incorporated by reference and made part of this contract.

The initial agreement is for three (3) years and will begin on the execution date of the contract and continue through \_\_\_\_\_. The agreement is renewable in two year increments by mutual agreement of both parties after the end of the initial three (3) year period.

2. **Payment to Contractor.** Owner shall pay Contractor the following Total Contract Sum:

Contractor shall submit an invoice to Owner upon completion of delivery and installation of the items specified. Owner shall pay the invoice within thirty (30) days of receipt.

3. **Defective Work and Guarantee.** All products, equipment and goods provided by Contractor shall be new unless otherwise specified. All work shall be of high quality and free of defect. Contractor shall promptly correct any defective items. Payment by Owner for any work otherwise determined to be defective shall not relieve Contractor of its obligation to correct. Additionally, Contractor shall warrant and guarantee all products, equipment, goods and work to be free from defect for one year following substantial completion of the work, and upon notice by the Owner shall promptly correct such defects appearing within said one year period. This is in addition to any manufacturers' warranties.

4. **Indemnification and Insurance.** Contractor hereby agrees to indemnify and hold Owner, its board members, officers, agents, employees, administrators, and any other parties designated by Owner (hereinafter collectively called the Indemnitees) harmless from all losses, claims, liabilities, injuries, damages and expenses, including but not limited to, all attorneys' fees, defense and court costs and expenses, that the Indemnitees may incur arising out of, or occurring in connection with, the performance, acts, omissions, or breaches by Contractor of its duties and obligations under or pursuant to this Agreement. This indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Contractor shall procure, at no expense to Owner, the insurance coverages set forth in Exhibit 1. Contractor shall adhere to all provisions of Exhibit 1.

5. **Performance and Payment Bond.** If required by law, Contractor shall procure a performance and payment bond for the full amount of the contract price. Prior to commencement of any work on the Project, Contractor shall submit insurance and bonds. Any provisions contained within the bonds creating a condition precedent for Owner, or abrogating Owner's rights or remedies otherwise available in contract or law, are void.

6. **Termination.** Owner may terminate this Agreement at any time, in whole or in part, with or without cause, upon written notice to Contractor. If this Agreement is terminated for cause, the Contractor shall be liable to the Owner for any increase in project cost incurred by the Owner in completing the work. In the event this Agreement is terminated for convenience, Contractor shall be compensated for work properly rendered through the date of termination, as can be documented to the reasonable satisfaction of Owner. Owner shall have no liability to Contractor beyond the date of termination. In no event shall contractor be compensated for anticipated profit or lost opportunity.

7. **Liens.** Upon Owner's request, contractor shall submit mechanics' lien waivers in form acceptable to Owner with each statement for work rendered or request for payment. Should liens be placed on the project by any subcontractor due to Contractor's fault or events under its control, contractor shall indemnify Owner for all costs, expenses, and attorney's fees incurred in the resolution of such lien.

8. **Materials.** All materials incorporated into the work shall be new and of high quality. Contractor shall adhere to all manufacturers' recommendations. If requested by Owner or otherwise set out in the contract documents, Contractor shall, before purchase of such material, submit to Owner for Owner's review, and in a format acceptable to Owner, all product data and literature. All manufacturers' warranties shall be forwarded to Owner prior to substantial completion of the work.

9. **Operation and Maintenance Manuals.** Upon substantial completion, but prior to final payment, the contractor shall submit operations and maintenance manuals.

10. Maintenance of Work Area. Contractor shall perform all work so as to minimize impact on Owner's operations. Work areas shall be kept neat and orderly as the work allows. Adjoining areas shall be protected from dust and debris. Work areas shall be secured to protect against intrusion by non-employees of the Contractor. Notwithstanding completed Work, all work areas shall be returned to their pre-construction condition prior to final payment.

11. Differing Site Conditions. Should Contractor unearth or uncover any concealed condition differing materially from conditions depicted in the drawings or from conditions reasonably anticipated or inherent in the work, Contractor shall immediately stop the work and shall notify the Owner of the condition in writing. The Owner shall then issue directions. The contract time and contract price shall be equitably adjusted to reflect adjustments in time and price caused by the unforeseen condition. However, prompt written notice by the Contractor of the condition shall be a condition precedent to such adjustments.

12. Changes in Scope of Work. Owner may, without invalidating this Agreement, request changes in the scope of the work, whether taking the form of additions, deletions, or other revisions. No such work shall be performed unless and until such change is agreed in writing by Owner and Contractor. If the change in work will result in a change in contract price, the change in price shall be calculated by 1) lump sum, 2) agreed unit rates, or 3) time and material reimbursable plus mark-up. Owner shall solely select the method of pricing.

13. Successors and Assigns. Contractor shall not assign any rights under or interest in this Agreement without the prior written consent of the Owner. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

14. Controlling Law. This Agreement is to be governed by the laws of the State of Illinois. Each party has reviewed and approved this Agreement and the rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement.

15. 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.* Contractor shall submit certified payrolls and shall perform all other obligations required by said Act.

16. Human Rights Act. To the extent required by law, contractor shall abide by the Illinois Human Right Act, 775 ILCS 10/0.01 *et seq.*

17. 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.*

18. 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).

19. Entire Agreement; Conflict. This Agreement incorporates Owner's bid instructions and bid request documents along with Contractor's bid, but only to the extent that Contractor's bid is not in conflict with other contract documents. This Agreement represents the entire agreement between Contractor and Owner and supersedes all prior negotiations or agreements, written or oral, which are not included herein. This Agreement may only be amended by written instrument executed by Owner and Contractor. In the event of a conflict between this Agreement or any exhibits hereto and a proposal from Contractor, this Agreement and its exhibits shall control, followed by Owner's bid instructions and request documents, and finally, by Contractor's bid.

This Agreement has been executed the day and year provided above.

MC HENRY COUNTY COLLEGE

CONTRACTOR

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

**EXHIBIT 1**  
**SCOPE OF WORK**

**EXHIBIT 2**

**CONTRACTOR'S LIABILITY INSURANCE**

The Contractor shall not commence work under this contract until all insurance required herein is obtained and approved by the Owner. Nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has been so obtained.

The Contractor shall furnish Owner with two (2) original Certificates of Insurance, with Owner named as an additional insured for Commercial General Liability and Automobile Liability, showing the following minimum coverage with an insurance company acceptable to the Owner. Further, the Certificate of Insurance shall state that coverage provided is primary to any other coverage available to Owner. The foregoing Certificates shall contain a provision that coverage afforded under the policies will not be cancelled or non-renewed until at least sixty (60) days prior written notice has been given to Owner.

**TYPE OF INSURANCE**

**MINIMUM INSURANCE COVERAGE**

Combined Single Limit Per Occurrence/Aggregate

<b>Commercial General Liability</b> including:	\$1,000,000/\$1,000,000
1. Premises - Operations	
2. Explosion, Underground and Collapse Hazard	
3. Products/Completed Operations	
4. Contractual Insurance	
5. Broad Form Property Damage	
6. Independent Contractors	
7. Bodily Injury	
<b>Automobile Liability</b>	
Owned, Non-owned, or Rented	\$1,000,000/\$1,000,000
<b>Workers' Compensation and Occupational Diseases</b>	As Required by Applicable Laws
<b>Employer's Liability</b>	\$1,000,000