8900 US Highway 14 Crystal Lake, IL 60012
(815) 455-3700 | www.mchenry.edu

MCHENRY COUNTY COLLEGE
INVITATION FOR BID
Electrical Switchgear and Panels Replacement

You are invited to submit a bid for the replacement of existing **ELECTRICAL SWITCHGEAR AND PANELS REPLACEMENT**. Please include delivery charges in your price if applicable. The College is exempt from all sales tax. Bids are due by **November 12, 2026, AT 10:00 AM.**

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

Bids must be in accordance with the instructions contained herein. All submittals are to contain a total of one (1) original, and one (1) copy in a sealed opaque envelope. **EMAILS OR FAXES ARE NOT ACCEPTABLE.**

Vendors must submit their bid on the attached pricing sheet(s) by U.S. Mail or dropping off completed sealed bid in the Business Office, Room A246. After the College has advertised for bids, no pre-bid vendor shall contact any College officer(s) or employee(s) involved in the solicitation process, except for interpretation of bid specifications, clarification of bid submission requirements or any information pertaining to pre-bid conferences. Such bidder or sub-bidder making such request shall be made in writing at least seven (7) days prior to the date for receipt of bids. No vendor shall visit or contact any College officers or employees until after the bids are awarded, except in those instances when site inspection is a prerequisite for the submission of a bid. Any such visitation, solicitation, or sales call by any representative of a prospective vendor in violation of this provision may cause the disqualification of such bidder's response. The sole point of contact is:

Sole Point of Contact:	Sandy Schwendeman Assistant Vice President of Facilities Management sschwendeman@mchenry.edu
Mail Drop Off Bid to:	Maricella Garza Coordinator of Purchasing mgarza@mchenry.edu McHenry County College Building A, Room 246 8900 US Highway 14 Crystal Lake, IL 60012-2738
Mark Outside of Envelope:	ELECTRICAL SWITCHGEAR AND PANELS REPLACEMENT **IFB#11122026_SGP**

INTRODUCTION

Introduction: McHenry County College (hereinafter "MCC") is inviting responsible Vendors (hereinafter "Bidder" or "Contractor") to submit bids for Evaporative Cooling and Ventilation System. 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 IFB 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 IFB, and may not be utilized by the vendor to contest a decision or understanding with MCC.

The bid document and all attachments are available for download from the MCC website, www.mchenry.edu/bid. Contractors who download the bid document waive their right to have clarifications and/or addenda sent to them. Such Contractors are responsible for checking the website for clarifications and/or addenda. Failure to obtain clarifications and/or addenda from the website shall not relieve such Contractor from being bound by additional terms and conditions in the clarification and/or addenda, if any, or from considering additional information contained therein in preparing their bids. Note that there may be multiple clarifications and/or addenda. Any harm to a Contractor resulting from such failure shall not be valid grounds for protest against award(s) made under this bid. Bids will not be accepted in electronic form.

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 University Center, approximately nine miles northwest of MCC in the town of Woodstock, Illinois.

Contact Information: The contact, identified below, is the sole point of contact regarding the IFB from the date of issuance until selection of the successful vendor.

Sandy Schwendeman
Assistant Vice President of Facilities Management
8900 US Highway 14
Crystal Lake, IL 60012
Email: sschwendeman@mchenry.edu

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.

Bidder Qualifications: The following minimum qualifications must be met by each bidder:
The Bidder shall have had a minimum of five (5) years previous experience, possess manpower, equipment, financial resources, and an organization as herein specified to perform the type, magnitude, and quality of work specified.

Must provide all information required of the Minority Enterprise Program.

GENERAL INFORMATION

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 IFB listed at www.mchenry.edu/bid	October 16, 2026
Last day for vendor questions via email sschwendeman@mchenry.edu	October 26, 2026
Response to vendor questions will be listed by addendum at www.mchenry.edu/bid	October 28, 2026
Mandatory Pre-Bid Meeting – Site Visit	October 23, 2026, 10:00 AM CST
Bid End Date	**November 12, 2026, 10:00 AM CST**
Bid Opening Date	November 12, 2026, 10:05 AM CST
Bid Opening Location	McHenry County College 8900 US Highway 14 Crystal Lake, IL 60012 Building A, Room 217
Reviewed by MCC Evaluation Team by	November 12-18, 2026
Recommendation to Board of Trustees	November 19, 2026
Notification of Award by	November 30, 2026

BID SUBMISSION

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 Coordinator of Purchasing via email. The bidder making such request will be solely responsible for its timely receipt by the Coordinator of Purchasing. Replies to such notices may be made in the form of an addendum to the solicitation.

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. Only electronic bids will be accepted.

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.

IFB Questions and Clarifications: Questions and requests for clarification are only accepted via e-mail. Official answers to questions will be provided via addendum.

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 bid revision in time to include the information with the bid submission. Any addendum will be posted to MCC's website at www.mchenry.edu/bid. The addendum shall be acknowledged by signature and included in your bid submission.

Bid Preparation Costs: The costs for developing and delivering responses to this IFB 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.

Cancellation of IFB: If the Coordinator of Purchasing determines that it is in MCC's best interest, he/she reserves the right to do any of the following

- Cancel this IFB
- Modify this IFB in writing as needed
- Reject any or all bids received in response to this IFB.

Accuracy/ Withdrawal of Bids Prior to Bid Opening: Bids may be withdrawn in writing any time prior to the opening hour. However, no bid may be withdrawn for a period of sixty (60) days subsequent to the opening of the Bid without the prior written approval of the Coordinator of Purchasing of McHenry County College.

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.

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:

- The quality and range of products and services the firm proposes to provide.
- The ability to provide products and services in an expedient and efficient manner.
- The firm's overall experience, reputation, expertise, stability, and financial responsibility.
- The experience and qualifications of the staff that will be assigned to service MCC's account.
- The provider's ability to assist MCC in meeting the overall goals of bid.
- The bidder's past relationship with MCC, if any.
- Any other relevant factor that a business entity would consider in selecting a vendor.

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.

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.

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.

Cover Letter. The cover letter must confirm that the bidder understands all the terms and conditions contained in this IFB and will comply with all the provisions of this IFB. Further, 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.

Pricing: The bidder shall submit pricing for all items listed on the Bid Pricing Sheet.

Packaging of Response: Vendors must submit their bid on the attached Bid Pricing sheet(s) and send by U.S. Mail or dropping off completed sealed bid in the Business Office, McHenry County College, Building A, Room 246; 8900 US Highway 14, Crystal Lake, IL 60012, on or before the due date of **November 12, 2026, at 10:00 a.m.** Please see the first page of this IFB for specific details. McHenry County College assumes no responsibility for lost mail. Please allow ample time for mailing bids.

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 ensure 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.

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

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.

Responders' Costs: The cost of developing a bid for this IFB belongs solely to the bidder and may not be charged to MCC.

GENERAL TERMS AND CONDITIONS

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

Purchase: Following the notice of award, the purchase will be implemented through purchase orders or appropriate contract documents executed by the Coordinator of Purchasing.

Right to Cancel: MCC may cancel contracts resulting from this IFB 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.

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 bid 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.

Negotiation: MCC reserves the right to negotiate all elements, which comprise the bidder’s bid 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 bid, waive any defect, and/or reject any and all bids, and to seek new bids when such an action would be deemed in the best interest of MCC.

Retention of Documentation: All bid materials and supporting documentation that is submitted in response to this bid become the permanent property of MCC.

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.

Performance and Bond: For every project greater than Fifty Thousand Dollars ($50,000), Contractor shall procure a performance and bond for the full amount of the contract price. Prior to commencement of any work on the Project, the 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.

Terms of Payment: MCC operates under Net 30 payment terms for work completed and products delivered, with payment due within 30 days of the invoice date. All invoices are subject to monthly approval prior to payment. MCC will not agree to assess or pay late fees unless payment remains outstanding for more than 60 days after the invoice date. This policy is based on applicable state statutes governing state-funded entities.

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.

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.

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.

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.

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

Performance Evaluation Disclaimer: This evaluation (if applicable) will assess the contractor's overall performance, quality of services, responsiveness, compliance with contract requirements, and ability to meet the needs of the organization. Satisfactory performance during this evaluation period is expected to support continuation of the contract; however, this evaluation does not alter the terms of the contract or create a guarantee of renewal beyond the initial contract period. Any renewal options will remain at the sole discretion of the organization and are subject to satisfactory performance, continued need, and available funding.

OSHA: 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.

Business Enterprise for Minorities, Females and Persons with Disabilities Act: The College recognizes the importance of increasing the participation of businesses owned by minorities, females, veterans and persons with disabilities in public contracts. It is the policy of the College to promote the economic development of disadvantaged business enterprises by setting aspirational goals to award contracts to businesses owned by minorities, females, veterans and persons with disabilities for certain services, to the extent provided by the Business Enterprise for Minorities, Females and Persons with Disabilities Act ("Act"), 30 ILCS 575/0.01 et seq. and the Business Enterprise Council for Minorities, Females, and Persons with Disabilities ("Council") which serves to implement, monitor and enforce the goals of the Act.

BID SPECIFICATIONS

McHenry County College is inviting responsible Contractors to submit bids for the purchase and installation of **ELECTRICAL SWITCHGEAR AND PANELS REPLACEMENT**. Each product must come with the necessary accessories to begin operation in an educational setting. The successful bidder will supply all materials and perform all labor necessary to complete the project based on the specifications listed below. All pricing shall be listed and submitted on the form(s) below. If using other or additional forms other than the one listed below, please itemize and price all items. The College is exempt from all sales tax.

Also include pricing for any training, installation, setup, delivery, shipping and handling, warranty, repair service, etc. The bid should be in effect for 60-180 days. Pricing should reflect the purchase for each item or unit and include a total price. Please include any discount for volume purchasing.

BID SPECIFICATIONS

MCHENRY COUNTY COLLEGE
MAIN CAMPUS

Project Description

McHenry County College (MCC) is requesting bids from qualified electrical contractors for the replacement of existing electrical switchgear and panels in **Utility Room A155C** and **Automotive Lab D164**.

The project includes the removal and replacement of the following equipment:

1. **Utility Room A155C**
    a. Existing ITE Imperial Corp. **277/480V, 2,000-amp, 3-phase, 4-wire switchgear**
    b. Existing switchgear includes an internal **225 kVA, 480V to 120/208Y dry-type transformer**
    c. Provide and install new switchgear and associated equipment to replace the existing system

2. **Automotive Lab D164**
    a. Existing **480/277V, 225-amp, 3-phase, 4-wire panel**
    b. Existing **120/208V, 100-amp, 3-phase, 4-wire panel**
    c. Provide and install new panels to replace the existing equipment

Project Details

Site Visit

A **mandatory site visit** shall be conducted prior to submitting a bid. Contractors shall inspect the existing equipment, electrical distribution, available working space, access, existing conditions, and connections necessary to complete the project.

Bidders shall be responsible for verifying existing conditions and dimensions prior to submitting a bid.

Switchgear Replacement – Utility Room A155C

The contractor shall:

- Disconnect and safely remove the existing 2,000-amp switchgear
- Remove the existing equipment and associated components necessary to accommodate the new installation
- Provide and install new **277/480V, 2,000-amp, 3-phase, 4-wire switchgear**.
- Replace or incorporate the existing **225 kVA, 480V to 120/208Y dry-type transformer** as required for the new installation
- Reconnect all existing feeders and associated electrical equipment
- Provide all required breakers, busswork, connections, supports, grounding, labeling, and accessories
- Verify that the new equipment is properly sized and compatible with the existing electrical distribution system
- Test the completed installation prior to placing the equipment into service

Panel Replacement – Automotive Lab D164

The contractor shall remove and replace the existing electrical panels in D164, including:

- **480/277V, 225-amp, 3-phase, 4-wire panel.**
- **120/208V, 100-amp, 3-phase, 4-wire panel.**

Work shall include:

- Disconnecting and removing existing panels
- Furnishing and installing new panels of appropriate ratings and configurations.
- Reconnecting existing branch circuits and feeders
- Providing breakers, grounding, bonding, labeling, supports, and other required accessories
- Making all necessary connections to maintain the existing electrical distribution.
- Testing the completed installation

Electrical Shutdowns and Coordination

The contractor shall coordinate all required electrical shutdowns with MCC Facilities prior to performing work.

Shutdowns shall be scheduled to minimize disruption to College operations and shall not occur without prior approval from MCC.

The contractor shall provide MCC with advance notice of planned shutdowns and identify the anticipated duration of each outage.

Engineering, Permits, and Code Compliance

The contractor shall be responsible for all engineering, permitting, inspections, fees, and approvals required to complete the project.

All work shall comply with applicable federal, state, and local codes, ordinances, the current National Electrical Code (NEC), and requirements of the Authority Having Jurisdiction (AHJ).

Where required, drawings, calculations, equipment specifications, and other engineering documentation shall be provided for review and permitting.

Materials and Installation

All new equipment and materials shall be new, commercial/industrial grade, and suitable for the intended application.

The contractor shall provide all labor, materials, equipment, tools, lifts, rigging, transportation, disposal, and incidental work necessary for a complete and operational installation.

The contractor shall verify equipment dimensions and available space prior to ordering equipment.

Testing and Finalization

Upon completion, the contractor shall:

- Test all new equipment and connections
- Verify proper operation of the electrical distribution system
- Correct any deficiencies identified during testing or inspection
- Remove all construction debris and dispose of removed equipment and materials
- Provide equipment documentation, operating information, warranties, and test results to MCC
- Label all new equipment in accordance with applicable codes and MCC requirements

Bid Requirements

The bid shall include **all costs necessary to provide a complete and operational project**, including but not limited to:

- Engineering and design
- Permits and permit fees
- Inspection fees
- Equipment and materials
- Switchgear and panels
- Breakers and associated components
- Labor
- Equipment rental
- Rigging and removal
- Transportation
- Disposal of existing equipment
- Testing and commissioning
- Final cleanup
- Any other incidental work required to complete the project

Bidders shall identify any exclusions or assumptions in their proposal. Work reasonably necessary to provide a complete and functioning installation shall not be considered at an additional cost unless specifically excluded in the bid.

Conditions

- All work, unless otherwise specified, shall be performed Monday-Friday 6am-6pm
- All work, unless otherwise specified will be performed on the main campus address of 8900 U.S. Highway 14, Crystal Lake, IL 60012
- All local utility incentives will be explored and applied for
- This project is a prevailing wage project as defined by the Davis-Bacon Act and Illinois Prevailing Wage Law. Prevailing wage rates and fringe benefits are required for all labor performed on the project
- Any necessary unforeseen additions to the project will be submitted as a change order
- All OSHA safety regulations will be followed
- All MCC rules will be followed while on property
- All work performed in accordance with NEC, local, and municipal codes

BID PRICING SHEET

MCHENRY COUNTY COLLEGE

SCOPE OF WORK - PRICING

The contractor shall provide Grant Total pricing for the project. Also include pricing for any training, installation, setup, delivery, shipping and handling, warranty, repair service, etc. The proposal should be in effect for 60-180 days. Pricing should reflect the purchase for each item or unit and include a total price. Please include any discount for volume purchasing. Please use an additional sheet(s) as needed.

BASE BID PRICING:	
MATERIALS	
LABOR	
MISCELLANEOUS	
OTHER	
SHIPPING	
GRAND TOTAL	

BID SUBMISSION FORM

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

Bid Submitted by: _____

Signature: _____

Title: _____

☐ The Owner/ Sole Proprietor ☐ Member of the Partnership ☐ Officer of the Corporation ☐ Member of the Joint Venture

Company: _____

Address: _____

_____

_____

Email Address: _____

Telephone: _____

Date: _____

Contact Person: _____

Contact Email: _____

REFERRAL/REFERENCE LIST

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

Company 1	
Name	
Address	
Phone	
Email	

Company 2	
Name	
Address	
Phone	
Email	

Company 3	
Name	
Address	
Phone	
Email	

Company 4	
Name	
Address	
Phone	
Email	

Company 5	
Name	
Address	
Phone	
Email	

MINIMUM INSURANCE REQUIREMENTS

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

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

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

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

2. **COMMERCIAL GENERAL LIABILITY:**

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

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

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

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

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

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

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

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

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

CONTRACTOR CERTIFICATION

Illinois Revised Stature 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 IFB 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.

W9 FORM

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

Requester's name and address (optional)

6 City, state, and ZIP code

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

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

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

		–							

Part II Certification

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); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	**Signature of U.S. person**	**Date**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

SECTION 00 43 39 – MCC BUSINESS ENTERPRISE PROGRAM - MINORITIES, FEMALES, AND PERSONS WITH DISABILITY PARTICIPATION AND UTILIZATION PLAN

The Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act (BEP) establishes certain goals for community colleges contracting with businesses that are owned and controlled by persons who are minorities (MBE), women (WBE), or persons with disabilities (DBE) (collectively, BEP certified vendor(s)).

Contract Goal to be Achieved by Vendor: This solicitation includes a specific BEP participation aspirational goal of **30%** of the total dollar amount of the contract.

The BEP participation goal is applicable to all bids or offers. McHenry County College (College) will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the BEP certified vendor. If Vendor is a BEP certified vendor, the entire goal is met and no subcontracting with a BEP certified vendor is required; however, Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance. Failure to complete a Utilization Plan or provide good faith effort documentation shall render the bid or offer non-responsive or not responsible and subject to rejection and/or disqualification in the College's sole discretion.

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

To meet the College's BEP participation goals, Vendor, or Vendor's proposed Subcontractor(s), must be certified with the Business Enterprise Council as a BEP certified vendor. If Vendor or Vendor's proposed Subcontractor(s) are not BEP certified vendors but do meet the definition of MBE, WBE, or DBE companies as set forth in 30 ILCS 575/2, Vendor shall have the burden of submitting sufficient evidence of the company's ownership. The College shall have the sole discretion of whether to accept non-BEP certified vendors and applying said contracts towards its BEP participation goals.

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Joint Venture Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Joint Venture Agreement must clearly evidence that the BEP certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the BEP certified vendor under its supervision; and the commitment of management,

supervisory personnel, and operative personnel employed by the BEP certified vendor to be dedicated to the performance of the contract. Established Joint Venture Agreements will only be credited toward BEP goal achievements for specific work performed by the BEP certified vendor. **Each party to the Joint Venture Agreement must execute the bid or offer prior to submission of the bid or offer to the College.** The contract will not be awarded to Vendor unless the College approves the Vendor's Utilization Plan and Joint Venture Agreement, if applicable.

2. **Calculating BEP Certified Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided, by all BEP certified vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by BEP certified vendors is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:

2.1. The value of the work actually performed or goods/equipment provided by the BEP certified vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the BEP certified vendor, including supplies purchased or equipment leased by the BEP certified vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.

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

2.3. A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from BEP certified vendor manufacturers, regular dealers, or suppliers. A Vendor shall count toward the goal the following expenditures to BEP certified vendors that are not manufacturers, regular dealers, or suppliers:

2.3.1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the College to be reasonable and not excessive as compared with fees customarily allowed for similar services.

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

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

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

2.5. A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract. A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

3. **Good Faith Effort Procedures:** Enclosed and sealed with the Vendor's bid documents, the Vendor must submit a: (1) Utilization Plan and (2) either Letters of Intent or subcontract documents that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must submit documents to support the good faith efforts it undertook to meet the goal. The College has the right to reject Vendor's bid as not-responsible and/or not responsive if the College or the Business Enterprise Council determine, in either of their sole discretion, that Vendor failed to make a good faith effort to meet the MBE goals. The College may also accept and enter into a contract with a Vendor that can provide sufficient evidence of MBE, WBE or DBE status of Vendor or its proposed subcontractors and/or sub-vendors in compliance with the Illinois Business Enterprise for Minorities, Females, and Persons with Disabilities Act. If the College or the Council determine that Vendor has made good faith efforts to meet the goal, the College may award the contract provided that Vendor is otherwise eligible for award.

4. **Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan. **After approval of the Utilization Plan and award of the contract, the Utilization Plan becomes part of the contract.**

   4.1. The Utilization Plan may not be amended after contract execution without the College's prior written approval. Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the College's prior written approval. The Vendor's request to substitute BEP certified vendors must state the specific reasons for the change or substitutions. Unauthorized changes or substitutions, including performing the work designated for a BEP certified vendor with Vendor's own forces, shall be a violation of the Utilization Plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions.

   4.2. Vendor shall maintain a record of all relevant data with respect to the utilization of BEP certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three years after the completion of the contract. The College shall have the right to access to these records upon 48 hours written demand. The College shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor.

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

BEP UTILIZATION PLAN

The Utilization Plan and Letter of Intent must be sealed and submitted with Vendor's Bid Documents. (Vendor) submits the following Utilization Plan as part of our bid or offer in accordance with the requirements of the BEP Program Status and Participation section of the solicitation for **McHenry County College**'s Greenhouse Project.

Vendor submits the following statement:

- ☐ Vendor is a BEP certified firm and plans to fully meet the goal through self-performance.

- ☐ Vendor has identified BEP certified subcontractor(s) to fully meet the established goal and submits the attached executed Letter(s) of Intent; or

- ☐ Vendor has made good faith efforts towards meeting the entire goal, or a portion of the goal, and hereby requests a waiver (complete checklist below).

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

Name: _____

Title: _____

Phone: _____

Email: _____

BEP UTILIZATION PLAN

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

Name of Firm	Contract Value	Description of Work	% of Goal
TOTAL			

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

If the BEP participation goal was not achieved, Vendors must provide documented evidence of good faith efforts to achieve the goal.

Below is a checklist of actions that will be used to evaluate a Vendor's Demonstration of Good Faith Efforts and Request for Waiver. **Please check the actions which you completed.** If any of the following actions are not completed, please attach a detailed written explanation indicating why such action was not completed. If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed description of such efforts. The College reserves the right to review and audit the results of the Vendor's good faith efforts.

- ☐ Utilize the Sell2Illinois website: www2.illinois.gov/cms/business 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 bid. 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 documented reasons.

- Make efforts to assist interested BEP certified vendors in obtaining lines of credit or insurance as required by the College.

- Make efforts to assist interested BEP certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

GOOD FAITH EFFORTS CONTACT LOG

Use this Log to document **all** contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of BEP certified vendors within the specific scope of work selected. It is not necessary to show contacts with BEP certified vendors who are identified on the Letter(s) of Intent. Keep and submit copies of all emails sent and received from prospective BEP vendors. Include a copy of the commodity list or scope of work you solicited prospective BEP vendors to perform. Duplicate this log as necessary; **do not** limit your contacts to the number of spaces shown.

Name of Certified BEP Vendor	Date	Method of Contact	Scope of Work Solicited	Reason Agreement Was Not Reached