



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

MCHENRY COUNTY COLLEGE
REQUEST FOR QUOTE (RFQ)
Two New 15 Passenger Buses – 3-Year Lease

You are invited to submit a quote for TWO NEW 15 PASSENGER BUSES – 3 YEAR LEASE. Please include delivery charges in your pricing. The College is exempt from all sales tax. Proposals are due by **May 22, 2025, AT 9:00 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 by U.S. Mail or dropping off completed sealed bid in the Business Office, Room A246. After the College has advertised for proposals, no pre-proposal vendor shall contact any College officer(s) or employee(s) involved in the solicitation process, except for interpretation of proposal specifications, clarification of proposal submission requirements or any information pertaining to pre-proposal 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 proposals. No vendor shall visit or contact any College officers or employees until after the proposals are awarded, except in those instances when site inspection is a prerequisite for the submission of a proposal. 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: Patrick Sullivan
Director of Capital Projects
psullivan@mchenry.edu

Mail, Drop Off proposal to: Maricella Garza
Coordinator of Purchasing
purchasing@mchenry.edu
McHenry County College
Building A, Room 246
8900 US Highway 14
Crystal Lake, IL 60012

Mark Outside of Envelope: **Two New 15 Passenger Buses – 3 Year Lease RFQ#05222025**

MCHENRY COUNTY COLLEGE
REQUEST FOR PROPOSAL #RFQ05222025
Two New 15 Passenger Buses – 3 Year Lease

GENERAL INFORMATION

1. **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 RFQ listed at www.mchenry.edu/bid	April 30, 2025
Last day for vendors questions via email psullivan@mchenry.edu	May 9, 2025
Response to vendor questions will be listed by addendum at www.mchenry.edu/bid	May 12, 2025
Bid End Date	May 22, 2025, 9:00 AM CST
Bid Opening Date	May 22, 2025, 9:00 AM CST Building A, Room 217
Reviewed by MCC Evaluation Team by	May 22-27, 2025
Recommendation to Board of Trustees	May 29, 2025
Notification of Award by	May 30, 2025

2. **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.
3. **Addendum:** Questions and requests for clarification are only accepted via e-mail. Official answers to questions will be provided via addendum. MCC is not responsible if a vendor does not receive the revision in time to include the information with the proposal. Any addendum will be posted to www.mchenry.edu/bid. The addendum shall be signed and included in your bid submission.
4. **Preparation Costs.** The costs for developing and delivering responses to this RFQ are the responsibility of the bidder. The College is not liable for any expense incurred by the bidder in the preparation and presentation of their proposal, or any other costs incurred by the bidder prior to execution of a Purchase Order or Contract.
5. **Cancellation of RFQ:** 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 RFQ.
 - Modify this RFQ in writing as needed.
 - Reject any or all proposals received in bid to this RFQ.
6. **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.
7. **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.

MCHENRY COUNTY COLLEGE
REQUEST FOR PROPOSAL #RFQ05222025
Two New 15 Passenger Buses – 3 Year Lease

8. **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 RFQ guarantees that the offer has been established without collusion and without effort to preclude MCC from obtaining the best possible supply or service.
9. **Bid Opening:** MCC will open all bids that are submitted in a proper and timely manner. Submission will be recorded with 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 submission.
10. **Responders' Costs:** The cost of developing a bid for this RFQ belongs solely to the bidder and may not be charged to MCC.
11. **All Quotes:** must be in a sealed envelope and clearly marked in the lower left-hand corner, RFQ Vehicle Lease. All quotes will be reviewed and assessed for completion to make sure they meet requirements. All quotes will be scored based on the criteria outlined in this RFQ and the results will be posted on the webpage, www.mchenry.edu/bid, as soon as final approval is granted by the Board of Trustees. One (1) copy of the RFQ must be presented along with a copy on flash drive. No faxed or telephone quotes will be accepted.
12. **Quotes:** should be prepared simply and economically, providing a straightforward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc., are not desired. Emphasis should be on completeness and clarity of content.
- All quotes must include the following information:
 - The names of individuals from those firms who will be working on the project and their areas of responsibility.
 - Provide an accurate mailing address of the firm or organization.
 - Itemize breakdown of the equipment and features.
 - Proposal must represent the final pricing including, additional fees, discounts, rebates, equipment, and taxes.
 - Pictures of the vehicle and equipment quoted.
 - Timeline outlining the order, shipment, and expected delivery date of the equipment.
 - Indicate that all quotes are good for 90 days.
 - References

13. Selection Criteria

<u>Factors</u>	<u>Weight Given</u>
A. Responsive of the written proposal to the purpose and scope of service.	40%
B. Price	60%
TOTAL CRITERIA WEIGHT	100%

TERMS AND CONDITIONS

1. MCC reserves the right to reject any and all quotes and to waive minor irregularities to any quote.
2. MCC reserves the right to request clarification of information submitted and to request additional information from the vendor.
3. MCC reserves the right to award the contract to the next most qualified vendor if the successful vendor does not execute a contract within thirty (30) days after the award of the contract has been announced.
4. Any quote may be withdrawn up to the date and time set in this RFQ. Any quote not timely withdrawn shall constitute an irrevocable offer for a period of ninety (90) days to sell to MCC the equipment described in the following specifications or until one or more of the quotes have been granted Board of Trustee approval.
5. The contract resulting from acceptance of a quote by MCC shall be in a form supplied or approved by MCC and shall reflect the specifications in this RFQ. MCC reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFQ and which is not approved by MCC.
6. MCC shall not be responsible for any cost incurred by the vendor in preparing, submitting, or presenting its response to the RFQ.
7. All quotes, documents, and forms will become the property of MCC upon delivery and acceptance of the sealed proposal.
8. Questions and requests for clarification are only accepted via e-mail. Official answers to questions will be provided via 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. The addendum shall be acknowledged by signature and included in your bid submission.
9. 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 leased, 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.
10. 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.

MCHENRY COUNTY COLLEGE
REQUEST FOR PROPOSAL #RFQ05222025
Two New 15 Passenger Buses – 3 Year Lease

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12. 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 RFQ guarantees that the offer has been established without collusion and without effort to preclude MCC from obtaining the best possible supply or service.
13. 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 submission.
14. After notice of the award, lease will be put into effect by means of purchase orders or suitable contract documents executed by the Coordinator of Purchasing.
15. MCC may cancel contracts resulting from this RFQ 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.
16. 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.
17. 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.
18. All bid materials and supporting documentation that is submitted in response to this proposal becomes the permanent property of MCC.
19. 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.

MCHENRY COUNTY COLLEGE
REQUEST FOR PROPOSAL #RFQ05222025
Two New 15 Passenger Buses – 3 Year Lease

20. 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 the Illinois Life Safety Code and OSHA regulations.

21. 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.

22. 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.

23. 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.

MCHENRY COUNTY COLLEGE
REQUEST FOR PROPOSAL #RFQ05222025
Two New 15 Passenger Buses – 3 Year Lease

BUS SPECIFICATIONS

CHASSIS SPECIFICATIONS		Comments / Exceptions
	Ford E350 Super Duty Chassis	
	6.8L (V10) Gasoline Engine	
	Automatic Overdrive Transmission	
	12,500#GVWR	
	7,800 # Rear Axle	
	4,600 # Front Axle	
	Front Stabilizer Bar	
	158" Wheelbase	
	(6) LT225/75R16E Radial Tires	
	Power Disc Brakes, Anti-lock	
	Power Steering w/ Tilt Feature	
	Cruise Control	
	225 AMP Alternator	
	Dual Batteries	
	40 Gallon Fuel Tank	
	HD Cooling Package	
	Block Heater	
	Tinted Glass	
	Interior Hood Release	
	Intermittent Wipers	
	Driver's Air Bag	
	Gauges: Fuel, Temp, Oil Pressure, Voltmeter	
	Chrome Front Bumper and Grille Accent	
	Dash Heat/Defrost/Air Conditioning	

MCHENRY COUNTY COLLEGE
REQUEST FOR PROPOSAL #RFQ05222025
Two New 15 Passenger Buses – 3 Year Lease

BUS SPECIFICATIONS

BODY SPECIFICATIONS

Comments / Exceptions

<i>CLIMATE CONTROL</i>	
65,000 BTU Floor Heater	
68,000 BTU Air Conditioning (Dual Compressor System)	
Front & Rear Climate Controls	
<i>DOORS AND WINDOWS</i>	
Dark Tint Side Windows (Solid: No T-slides)	
Emergency Windows	
Electric Entrance Door w/ Full Tempered Glass	
Exterior Electric Door Key Switch	
Large Viewing Window in Front of Entrance	
Power Windows and Locks	
Operating Side Windows in Rear Seating	
<i>ELECTRICAL: EXTERIOR</i>	
Round Sealed Tail, Stop and Back-up lights	
Midship Turn / Marker Lamps (LED)	
High-mount Center Brake Light (LED)	
Lights Meet Federal and State Requirements	
<i>ELECTRICAL: INTERIOR</i>	
Easy Access Body Electrical Panel Mounted Inside	
Passenger Compartment Courtesy Lights, Door-activated (LED)	
Strip lighting over Center Aisle (LED)	
Driver / Passenger Dome light; Entry Step Well Lights (all LED)	
Wiring Color and Function Coded	
AM / FM / CD Radio (w/ Mic Input) & Clock & USB/Aux Jack Inputs	
Additional USB Charging Ports in Rear Seating Area	
20" Minimum Flip Down DVE Player with USB Inputs	
Monitors w/DVD/VCP combo	

MCHENRY COUNTY COLLEGE
REQUEST FOR PROPOSAL #RFQ05222025
Two New 15 Passenger Buses – 3 Year Lease

BUS SPECIFICATIONS

FEATURES: EXTERIOR	Comments / Exceptions
Painted Rear Bumper- w/Step	
Mud Flaps- Rear and Front Passenger Side	
Driver's Running Board	
Unitized Steel Cage Construction w/Aluminum Side Wall	
Complete Body Undercoating	
Euro Style Exterior Mirrors w/Convex	
Safety Roof Hatch	
FEATURES: INTERIOR	
Driver's Control Console within Reach of Driver	
Gray Padded Vinyl Side Walls and Headliner	
Entrance and Driver's Modesty Panels	
Entrance Handrails, Left and Right	
Interior Passenger View Mirror, (6" X 16")	
FLOORING	
Upgraded Altro Flooring - this is a non-slip, "commercial grade" flooring and the gray color helps to hide dirt.	
Yellow Safety Step Nosing	
Exterior Grade Plywood Sub Floor	
Yellow Standee Line	
SEATS	
Track Seating	
High-back Reclining Driver's Seat w/ Armrests and Lumbar Support	
Custom Freedman MT Seat- These Seats are Made Exclusively for Our Company:	
·Additional Foam in Seat Bottom (Added Comfort)	
·High-back Reclining	
·Leatherette Seat Covering - Black	
·Special Stitching Pattern	
Aisle-side Sliders	
Aisle-side Armrests	
Retractable Seat Belts	
Rear Row Against the Wall does not Recline	
Front Passenger Seat Directly Across from Driver's Seat, Moving Entry Door Rearward	

MCHENRY COUNTY COLLEGE
REQUEST FOR PROPOSAL #RFQ05222025
Two New 15 Passenger Buses – 3 Year Lease

BUS SPECIFICATIONS

	Reading Lamps at All Seating Locations	
	<i>The bus should have no more than two connected seats (no back row bench)</i>	

STORAGE

Comments / Exceptions

	Overhead Parcel Bins w/ Reading Lamps	
	Full Rear Luggage Area w/ Lights and Shelving	
	Overhead Storage	
	Rear Compartment Storage	

MISCELLANEOUS

	Safety Equipment Fire Extinguisher, First Aid Kit, Reflector Triangles	
	Safety Inspection (Illinois only)	
	Stainless Steel Wheel Inserts w/ Rear Valve Stem Extenders for Ease in Checking Tire Pressure	
	Reverse Alarm	
	Vehicle Height Sticker- above Driver's Area	
	Tow Package	
	Spare Tire	

MCHENRY COUNTY COLLEGE
REQUEST FOR PROPOSAL #RFQ05222025
Two New 15 Passenger Buses – 3 Year Lease
BID SUBMISSION FORM

Price Breakdown: Please provide a price breakdown of all applicable costs including delivery, title, destination and pick up charges, and any other costs not already included in the bid lease price of the new vehicles. Pricing shall be for the complete project including parts, material, labor, shipping, etc. Also include:

- Product literature and proposed floor plan.
- Warranty information and warranty service locations.
- Maintenance contract for vehicle pick-up, delivery, and loaner.

Lease Breakdown: The new vehicles to replace the existing fleet are to be leased through the vendor or a leasing company per the following arrangement: two 15-passenger buses as specified in the RFQ. The two buses would be leased for 3-years or 36-months. ***The lease start date should be June 2, 2025 with delivery of vehicles to the Crystal Lake Campus.***

The College desires to lease these vehicles with an annual payment option with payment in advance. The mileage would be at least 12,000 miles per year per bus. The mileage overage cost would be no more than \$.35/mile over the 12,000 per year. Also include pricing for 15,000 miles per year.

Two 15-Passenger Buses	12,000 miles per year	15,000 miles per year
Yearly lease cost	\$ _____	\$ _____
Three-year lease cost. Attach a lease amortization schedule indicating the annual interest rate for each year of the lease periods.	\$ _____	\$ _____

MCHENRY COUNTY COLLEGE
REQUEST FOR PROPOSAL #RFQ05222025
Two New 15 Passenger Buses – 3 Year Lease

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: _____

Contract Person: _____

Contract Email: _____

MCHENRY COUNTY COLLEGE
REQUEST FOR PROPOSAL #RFQ05222025
Two New 15 Passenger Buses – 3 Year Lease

BUS PRICING SHEET

Reasonable substitutions with requirements could be considered if any of the specs are no longer available.

Year 1 Lease Rate		TOTAL PRICE	
Monthly Payment	Quarterly Payment	Annual Payment	Purchase Price

Year 2 Lease Rate		TOTAL PRICE	
Monthly Payment	Quarterly Payment	Annual Payment	Purchase Price

Year 3 Lease Rate		TOTAL PRICE	
Monthly Payment	Quarterly Payment	Annual Payment	Purchase Price

CONTRACT TOTAL			
Monthly Payment	Quarterly Payment	Annual Payment	Purchase Price

Other Information ETC.
A separate sheet should be used if necessary.

REFERRAL LIST

List four companies, schools preferred, to whom your company has sold and installed comparable products within the last three years:

1. NAME: _____
 ADDRESS: _____

 PHONE: _____

2. NAME: _____
 ADDRESS: _____

 PHONE: _____

3. NAME: _____
 ADDRESS: _____

 PHONE: _____

4. NAME: _____
 ADDRESS: _____

 PHONE: _____

MCHENRY COUNTY COLLEGE
REQUEST FOR PROPOSAL #RFQ05222025
Two New 15 Passenger Buses – 3 Year Lease
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 RFQ 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.

MCHENRY COUNTY COLLEGE
REQUEST FOR PROPOSAL #RFQ05222025
Two New 15 Passenger Buses – 3 Year Lease
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. <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"/> 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. <input type="checkbox"/> 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) _____ <i>(Applies to accounts maintained outside the United States.)</i>
	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. <input type="checkbox"/>	
	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
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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

MCHENRY COUNTY COLLEGE
REQUEST FOR PROPOSAL #RFQ05222025
Two New 15 Passenger Buses – 3 Year Lease
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 coverages 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 project 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.

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.**

MCHENRY COUNTY COLLEGE
REQUEST FOR PROPOSAL #RFQ05222025
Two New 15 Passenger Buses – 3 Year Lease

- 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.

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: _____

MCHENRY COUNTY COLLEGE
REQUEST FOR PROPOSAL #RFQ05222025
Two New 15 Passenger Buses – 3 Year Lease

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 proposal. Vendor must provide interested BEP certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
- ☐ Select portions of the work to be performed by BEP certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP certified vendor participation, even when Vendor might otherwise prefer to perform these work items with its own forces.
- ☐ Make a portion of the work available to BEP certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate BEP certified vendor participation.
- ☐ Negotiate in good faith with interested BEP certified vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of BEP certified vendors that were considered and an explanation as to why an agreement could not be reached.

MCHENRY COUNTY COLLEGE
REQUEST FOR PROPOSAL #RFQ05222025
Two New 15 Passenger Buses – 3 Year Lease

- ☐ 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.

MCHENRY COUNTY COLLEGE
REQUEST FOR PROPOSAL #RFQ05222025
Two New 15 Passenger Buses – 3 Year Lease
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

END SECTION 00 43 39