



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

MCHENRY COUNTY COLLEGE
REQUEST FOR PROPOSAL
Transportation Services for Athletics

You are invited to submit a proposal for TRANSPORTATION SERVICES FOR ATHLETICS. Please include delivery charges in your pricing. The College is exempt from all sales tax. Proposals are due by **May 21, 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 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: Karen Wiley
Director of Athletics
kwiley@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: Transportation Services for Athletics RFP#05212026

INTRODUCTION

Introduction: McHenry County College (hereinafter “MCC”) is inviting responsible Vendors (hereinafter “Bidder” or “Contractor”) to submit proposals for charter bus service for its Athletic Teams’ away games and tournaments. This Bid may be awarded to single or multiple bidders based on cost. Once an award(s) has been approved by the MCC Board of Trustees, the Athletic Director will reach out to awarded bidder(s) to schedule transportation. The charter/motor coach vehicles need to have 14, 36, and 56 passenger capacity options in order to meet the needs of the teams’ varying roster sizes and their equipment. The charter/motor coach vehicle should have a minimum of an on-board restroom, air conditioning, and equipment storage. ADA accessibility should be available upon request. Vehicles must be clean, well maintained, damage free inside and out, in excellent mechanical condition, with all systems in working condition.

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

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 proposals. 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 RFP from the date of issuance until selection of the successful vendor.

Maricella Garza
Coordinator of Purchasing
McHenry County College
8900 US Highway 14
Crystal Lake, IL 60012
Email: mgarza@mchenry.edu

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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 RFP listed at www.mchenry.edu/bid	April 22, 2026
Last day for vendors questions via email kwiley@mchenry.edu	May 6, 2026
Response to vendor questions will be listed by addendum at www.mchenry.edu/bid	May 7, 2026
Bid End Date	May 21, 2026, 10:00 AM CST
Bid Opening Date	May 21, 2026, 10:00 AM CST Building A, Room 217
Reviewed by MCC Evaluation Team by	May 22-27, 2026
Recommendation to Board of Trustees	May 28, 2026
Notification of Award by	June 5, 2026

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 RFP and will comply with all the provisions of this RFP. 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.

Experience & Operational Plan: Bidders must describe their capabilities to provide the services requested in this RFP.

Pricing: Bidder shall submit on the bid pricing submission form, prices for each item listed.

Packaging of Response: Vendors must submit their bid on the attached Bid Specification Sheet(s) and send by U.S. Mail or dropping off completed, sealed bid in the Business Office at McHenry County College, Building A, Room 246; 8900 US Highway 14, Crystal Lake, IL 60012, on or before the due date of **May 21, 2026 at 10:00 a.m.** Please see the first page of this RFP 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 RFP 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 except in the case of a late submission.

Responders' Costs: The cost of developing a bid for this RFP 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 the proposal 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 RFP at any time for a breach of any contractual obligation by providing the contractor with thirty-calendar day's written notice of such cancellation. Should MCC exercise its right to cancel, such cancellation shall become effective on the date as specified in the notice to cancel.

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

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

Retention of Documentation: All bid materials and supporting documentation that is submitted in response to this proposal becomes 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 Payment Bond: For every project greater than Fifty Thousand Dollars (\$50,000), Contractor shall procure a performance and payment bond for the full amount of the contract price. Prior to commencement of any work on the Project, 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.

GENERAL TERMS AND CONDITIONS

Terms of Payment: MCC operates under terms of payment for work completed and product delivered within Net 30 days from date of invoice. All payments of invoices need to be approved on a monthly basis. In no case will MCC agree to late fees prior to 60 days before payment is received, this is based on State Statutes for State funded entities.

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.

Terms of Payment: MCC operates under terms of payment for work completed and product delivered within Net 30 days from date of invoice. All payments of invoices need to be approved on a monthly basis. In no case will MCC agree to late fees prior to 60 days before payment is received, this is based on State Statutes for State funded entities.

GENERAL TERMS AND CONDITIONS

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 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, 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 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.

RFP 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 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.

Bid Preparation Costs: The costs for developing and delivering responses to this RFP are entirely the responsibility of the bidder. The College is not liable for any expense incurred by the bidder in the preparation and presentation of their bid or any other costs incurred by the bidder prior to execution of a Purchase Order or Contract.

Cancellation of RFP: 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 RFP
- Modify this RFP in writing as needed
- Reject any or all proposals received in bid to this RFP

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

BID SUBMISSION

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 product and service 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.

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
 Officer of the Corporation

Member of the Partnership
 Member of the Joint Venture

Company Address: _____

City, State, Zip: _____

Email Address: _____

Phone: _____

Contact Person: _____

Contact Email: _____

BID SPECIFICATIONS

BID SPECIFICATIONS: McHenry County College is accepting bids for charter bus service for its Athletic Teams' away games and tournaments. This Bid may be awarded to a single or multiple bidders based on cost. Once an award(s) has been approved by the MCC Board of Trustees, the Athletic Director will reach out to awarded bidder(s) to schedule transportation.

BUSES: The charter/motor coach vehicles need to have 14, 36, and 56 passenger capacity options in order to meet the needs of the teams' varying roster sizes and their equipment. The charter/motor coach vehicle should have a minimum of an on-board restroom, air conditioning, and equipment storage. ADA accessibility should be available upon request. Vehicles must be clean, well maintained, damage free inside and out, in excellent mechanical condition, with all systems in working condition.

PRICING: Pricing should be quoted based on bus size and duration of trip. Firm pricing is assumed to be all-inclusive. Any additional fees (such as additional drivers, driver accommodations, parking, fuel surcharge, etc.) should be specifically identified in the Bid. Please also note any minimum charge requirements or similar policies. A separate sheet should be used if necessary.

MULTI-DAY TRAVEL: A limited number of travel events will require an overnight stay. The College will be responsible for arranging all overnight accommodations including a standard room for the driver(s). The driver will be responsible for all incurred costs other than the cost of the room. Please note that travel events requiring overnight stays will include local travel to and from the competition sites as well as other locations as needed (example: restaurants). The College does not anticipate a need for any overnight driving.

DRIVERS: Drivers shall be courteous, considerate, clearly identified as authorized employees of the bidder, and be able to show appropriate identification. The bidder agrees that any and all charter/motor coaches provided shall comply with all Department of Transportation regulations. Every driver/operator must be at least 25 years of age and appropriately licensed in accordance with all applicable laws and regulations. All drivers must be available for contact at any time during the trip. Every charter/motor coach provided must have a functioning cell phone with each driver at all times.

In the event the College determines that a driver has been remiss of the responsibilities concerning requests, safety standards, speeding, or offensive behavior, the College reserves the right for the removal of the driver from future charters. The vehicle driver(s) must work with the athletic coach or designated College official to be available for local transportation at the trip destination. Stops for meals may be required on certain trips. The bidder is responsible for the driver's meals. Tolls, parking fees, fuel, and repairs are the bidder's responsibility.

BID SPECIFICATIONS

BOARDING AND DEPARTURE TIMES: The primary pickup site for Athletic travel is McHenry County College Main Campus, 8900 US Highway 14, Crystal Lake, IL 60012. Departure times are critical for team travel to maintain planned itineraries. A 10% penalty fee shall be assessed for every 15 minutes that the vendor is late for departure.

Unless otherwise specified in the booking, buses are to be at the departure point 15 minutes ahead of the scheduled departure time to allow for passenger boarding.

Each team must arrive to the destination site at least 90 minutes prior to the start of a competition. It will be the responsibility of the bidder to coordinate with McHenry County College Athletics staff members to determine departure times necessary to meet this requirement, taking into consideration drive time and road and weather conditions to arrive on site, on time. It is expected that the bus and driver will remain on site for the length of the competition.

CANCELLATIONS: Athletic games may be cancelled due to weather prior to a scheduled departure date and/or time. Some cancellations may occur as late as the same day of travel. The Athletic Director or College official will notify the vendor immediately upon receiving a cancellation. In such case of cancellation, the College shall not pay for any departure. If the bus departs the College for its destination and a cancellation occurs, the College shall pay the proportionate mileage of the total cost of the trip.

MCHENRY COUNTY COLLEGE
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 Transportation Services for Athletics

BID CHARTER DATES AND PRICING SHEET

MCHENRY COUNTY COLLEGE ATHLETIC DEPARTMENT CHARTER BUS DATES, 2026-2027						
Date Depart	Date Return	Sport	Destination	Passenger Count	Departure Time	Estimated Price
Sept. 10	Sept. 12	VB	Kirkwood, IA	20	9:00 a.m.	
Sept. 12	Sept. 13	Bb	Westfield, IN	50	6:00 a.m.	
Sept. 18	Sept. 19	Bb	Carterville, IL	50	6:00 a.m.	
Sept. 24	Sept. 26	VB	Dowagiac, MI	20	7:00 a.m.	
Oct. 2	Oct. 4	VB	Grand Rapids, MI	14	8:00 a.m.	
Oct. 3	Oct. 3	WBB	Peoria, IL	18	7:00 a.m.	
Oct. 3	Oct. 3	MBB	Ames, IA	23	6:00 a.m.	
Oct. 10	Oct. 10	Soccer	Moline, IL	28	9:00 a.m.	
Oct. 8	Oct. 10	VB	Bloomington, IL	14	8:00 a.m.	
Oct. 29	Oct. 31	VB	Champaign, IL	14	8:00 a.m.	
Dec. 17	Dec. 17	WBB/MBB	Galesburg, IL	30	9:00 a.m.	
Feb. 19	Feb. 21	Bb	Belleville, IL SWIC	50	7:00 a.m.	
Feb. 26	Feb. 28	Bb	Marion, IL	50	7:00 a.m.	
Mar.5	Mar.7	Bb	Bellville/SWIC	50	12:00 p.m.	
Mar.11	Mar.14	Bb	Council Bluffs, IA	50	9:00 a.m.	
Ap. 24	Ap. 24	SB	Kankakee	20	9:00 a.m.	
TOTAL						

Based upon the 2026-27 sport schedules
Confirm cancellation policy. Due to weather, we may not know soccer cancellation until 4 hours of departure.
Choice of vehicle size based on max allowed on bus. 14-22-39-56
Point to Point Transfer Pickup at MCC-Trip to Destination-Return and Drop-off at MCC
One bag luggage(carry-on) for each passenger
No Handicap Accessibility needed
Specific Trip Itinerary to be submitted one week prior to departure date

BID PRICING SHEET

Price for 14 Passenger Vehicle

--

Price for 36 Passenger Vehicle

--

Price for 56 Passenger Vehicle

--

Cancellation Policy

--

Other / Alternate Vehicle / Additional Driver / Fuel Surcharge / ETC. .

A separate sheet should be used if necessary.

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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.

MINIMUM INSURANCE REQUIREMENTS

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.

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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: _____

Address: _____

City, State, Zip: _____

Printed Name: _____

Signature* _____

Contact Email: _____

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

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

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

MCHENRY COUNTY COLLEGE
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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 <i>Specific Instructions</i> on page 3.	<p>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.)</p>	
	<p>2 Business name/disregarded entity name, if different from above.</p>	
	<p>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.</p> <p><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</p> <p><input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____</p> <p>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.</p> <p><input type="checkbox"/> Other (see instructions) _____</p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____</p> <p style="text-align: right;"><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p>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"/></p>	
	<p>5 Address (number, street, and apt. or suite no.). See instructions.</p>	Requester's name and address (optional)
	<p>6 City, state, and ZIP code</p>	
	<p>7 List account number(s) here (optional)</p>	

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.

Social security number								
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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.

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

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.

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 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 #RFR05212026
Transportation Services for Athletics

- 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.

