

## Summary

McHenry County College requests bids from companies to provide ANSUL SYSTEM inspection and hydro testing for MCC.

Date Issued:	April 4 <sup>th</sup> , 2024
Service Requested:	Ansul System Inspection and Hydro Testing
IFB Closing Date/Time:	April 18 <sup>th</sup> , 2024 9:00 A.M.
IFB Contact:	Dr. David Dammon – AVP Physical Facilities <a href="mailto:DDAMMON@MCHENRY.EDU">DDAMMON@MCHENRY.EDU</a>

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Bids must be sealed and delivered to the attention of Dr. David Dammon, AVP Physical Facilities, McHenry County College, 8900 US Highway 14, Crystal Lake, IL 60012 on or before April 18<sup>th</sup>, 2024 9:00A.M.CST.

**All late bids will be rejected.**

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

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

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

McHenry County College administration will evaluate all bids. A recommendation to enter into an agreement with the successful bidder will be presented to the Board of Trustees at the April 25<sup>th</sup>, 2024 board meeting.

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



## **INVITATION FOR BID**

### **Ansul System Inspection and Testing**

**IFB04182024**

**Issue Date: April 4th, 2024**

**IFB Response Deadline: April 18<sup>th</sup>, 2024**

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

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## 1.0 GENERAL REQUIREMENTS

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

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

**1.2 Background:** McHenry County College (MCC) is a community college offering pre-baccalaureate programs for students planning to transfer to a four-year university, occupational education leading directly to employment, adult education and literacy programs, work force and workplace development services, and support services to help students succeed. McHenry County College serves one of the fastest growing counties in Illinois. MCC is located forty-five miles northwest of downtown Chicago, the college is committed to providing high quality, need-based educational and training opportunities to adult residents of Community College District 528. Nearly 250,000 residents live within the MCC district boundaries. The campus is located at 8900 U.S. Highway 14, Crystal Lake, IL 60012. Also part of this college is the Shah Center, a corporate training and business development center that was remodeled from a former hotel in 2005 approximately eight miles northeast of MCC in the town of McHenry, Illinois.

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

Dr. David Dammon – AVP Physical Facilities  
McHenry County College  
8900 US Highway 14  
Building A, Room A154a  
Crystal Lake, IL 60012  
Email: [ddammon@mchenry.edu](mailto:ddammon@mchenry.edu)

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

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

- a. The Bidder shall have had a minimum of five (5) years, previous experience and possess manpower and equipment, financial resources, and an organization as herein specified to perform the type, magnitude, and quality of work specified.

**1.6 Inspection of Premises:** Bidders are invited to inspect the project site completely prior to submitting bids in order to determine all requirements associated with the contract. Failure to inspect adequately shall not relieve the Contractor from the necessity of furnishing and installing, without additional cost to MCC, any materials and equipment or performing any labor that may be required to carry out the intent of the contract. Contact Dr. David Dammon to schedule a site visit (815) 455-8564 or [ddammon@mchenry.edu](mailto:ddammon@mchenry.edu).

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

MCC Issues IFB listed at <a href="http://www.mchenry.edu/bid">www.mchenry.edu/bid</a>	April 4 <sup>th</sup> , 2024
Site Inspection	Call (815) 455-8564 Dr. David Dammon
Last day for vendors questions via email <a href="mailto:ddammon@mchenry.edu">ddammon@mchenry.edu</a>	April 12 <sup>th</sup> , 2024
Response to vendor questions will be listed by addendum at <a href="http://www.mchenry.edu/bid">www.mchenry.edu/bid</a>	April 15 <sup>th</sup> , 2024
Bid Due Date Bid Submission Address	April 18 <sup>th</sup> , 2024 9:00 AM CST McHenry County College Attn: Dr. David Dammon AVP Physical Facilities 8900 US Highway 14 Building A, Room 154a Crystal Lake, IL 60012
Bid Opening Date	April 18 <sup>th</sup> , 2024 9:00 AM Bldg. A, Board Room #A217
Recommendation to Board of Trustees	April 25 <sup>th</sup> , 2024
Notification of Award by	April 29 <sup>th</sup> , 2024
Contract Start Date	TBD

## 2.0 BID SUBMISSION

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

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

The successful bidder(s) 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.

## INSTRUCTION TO BIDDERS

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

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

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

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

- Bidder's complete name and address
- Solicitation Number
- Bid Due Date and Time
- Bid for Ansul System Inspection and Hydro Testing
- Sealed Bid

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

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



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

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

### 3.0 GENERAL TERMS AND CONDITIONS

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

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

- 4.10 Prevailing Wage Law:** Contractor shall pay prevailing wages, and shall make, keep and file certified payroll, and shall comply with all requirements of the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*
- 4.11 Non-Discrimination:** The successful bidder will comply with all Federal and State requirements concerning fair employment, employment of the handicapped, and the treatment of all employees, and will not discriminate between or among them by reason of race, color, age, religion, sex, national origin, or physical handicap.
- 4.12 Sexual Harassment:** An amendment to the Illinois Human Rights Act requires eligible bidders for State contracts to implement detailed and specific sexual harassment policies. Every party bidding for and/or obtaining a public contract is required to have written sexual harassment policies that must include, at a minimum, a statement that sexual harassment is illegal; the definition of sexual harassment under State law; a description of sexual harassment (utilizing examples); the party's internal complaint process including penalties, the legal recourse, investigative and complaint process available through the Illinois Human Rights Department and the Commission (including directions on how to contact the Department and Commission); and the applicability of protection against as provided by the Human Rights Act.
- 4.13 Governmental Restrictions:** In the event any Governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of any item offered on this bid prior to delivery, it shall be the responsibility of the successful bidder to notify the Purchasing Office at once, indicating in writing the specific regulation which requires such alterations. McHenry County College reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract.
- 4.14 Award, Payment, and Assignment:** Award will be made to the responsive and responsible bidder whose bid is most economical according to criteria designated in the solicitation. Acceptance is to be confirmed by purchase order issued by or on part of McHenry County College, including shipping and billing instructions. McHenry County College is responsible for all payments. Neither the contract nor payments due may be assigned except with prior written approval from the CFO for McHenry County College.
- 4.15 Indemnification:** The Contractor shall protect, indemnify and hold MCC harmless against any liability claims and costs for injury to or death of any person or persons and for loss or damage to any property occurring in connection with or in any incident to or arising out of occupancy, use, service, operations or performance of work in connection with the contract, resulting in whole or in part from the negligent acts or omissions of the Contractor.
- 4.16 Substitutes to Specifications:** Consideration will be given to alternatives if they are a standard manufactured item as evidenced by literature and specifications enclosed with this bid document. A demonstration may be requested. Submit complete specifications for any substitute offered. Your bid should be made on the Bid Submission Form (Attachment A), and

any explanation regarding your bid should be attached. A complete disqualification could result without these reference materials attached. Indicate warranty specifications that apply to the items included in your bid.

- 4.17 Compliance with Law:** Contractor will comply with all valid federal, state and local laws and all ordinances and regulations applicable to the manufacture, sale delivery and labeling of the goods ordered and in the performance of any work pursuant hereto. Contractor also certifies that the merchandise supplied meets both Illinois Life Safety Code and OSHA regulations.
- 4.18 Recycled Materials:** McHenry County College is required to purchase products incorporating recycled materials whenever technically and economically feasible. Contractors are encouraged to offer products with recycled content which meet specifications conforming to Illinois State Statute 415 ILCS 20/3.1 pertaining to public community colleges.
- 4.19 Disclosure:** Contractors shall note any and all relationships that might be a conflict of interest and include such information with the bid.
- 4.20 Terms of Payment:** MCC operates under terms of payment for work completed and product delivered within Net 30 days from date of invoice. All payments of invoices need to be approved on a monthly basis. In no case will MCC agree to late fees prior to 60 days before payment is received, this is based on State Statutes for State funded entities.

#### **4.0 BID SPECIFICATIONS**

McHenry County College is inviting responsible Contractors to submit bids for **Ansul System Inspection and Hydro Testing**. The successful bidder shall supply all materials and perform all labor necessary to complete the project based on the site visit to the college. All pricing shall be listed and submitted on the Bid Submission Form.

##### **Ansul System Inspection & Hydro Testing Specifications**

- Perform 12-year hydrostatic test and recharge on (43) 3 gallon and (1) 1.5-gallon Ansul system agent cylinders that are due per NFPA 17A.
- Replace (22) expellant gas cartridges with new cartridges.
- Replace (44) expellant gas hose and grommet assemblies with new hose assemblies.
- Return system to compliance.
- The bid should include the inspection and re-tagging o & certification of (8) Ansul R102 systems.

## **6.0 ATTACHMENTS**

ATTACHMENT A1  
BID SUBMISSION FORM

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

Bid Submitted by: \_\_\_\_\_

Signature: \_\_\_\_\_

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

- |  |   |  |   |
|--|---|--|---|
| <input type="checkbox"/> The Owner/<br>Sole Proprietor | <input type="checkbox"/> Member of the<br>Partnership | <input type="checkbox"/> Officer of the<br>Corporation | <input type="checkbox"/> Member of the<br>Joint Venture |
| <input type="checkbox"/> WBE                           | <input type="checkbox"/> SBE                          | <input type="checkbox"/> MBE                           | <input type="checkbox"/> VBE                            |

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

**ATTACHMENT A2  
BID SUBMISSION FORM**

Contractor shall supply all materials and perform all labor necessary to complete the project based on the specifications listed on page 13.

Ansul System Inspection and Hydro Testing                    \$ \_\_\_\_\_

The signature below certifies that the entire bid document is in order and that all instructions, specifications, rules and regulations as stipulated by the McHenry County College will be adhered to and complied with.

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

Authorized Signature:

Date:

\_\_\_\_\_

\_\_\_\_\_



**ATTACHMENT B – CONTRACTOR CERTIFICATION**

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

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

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

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

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

Address \_\_\_\_\_

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

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

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

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

**ATTACHMENT C**

**CERTIFICATE OF COMPLIANCE WITH THE ILLINOIS PREVAILING WAGE LAW**

Every eligible bidder and contractor/vendor shall comply with the employment section of Public Contracts provision of the Prevailing Wage Act, 820 ILCS 130/1, as amended.

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

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

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

is in compliance with Section 39A9 of Chapter 48 of the Illinois Revised Statutes and all amendments pertaining to the payment of prevailing wages as established by the department of labor, to all laborers, workers, and mechanics performing work under this agreement/contract.

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

City \_\_\_\_\_

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

Contact name \_\_\_\_\_ contact phone \_\_\_\_\_

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

Signature of Notary

printed name

Seal

Commission expiration date

city of residence

county of residence

## **ATTACHMENT D**

### **OSHA HAZARDOUS COMMUNICATION STANDARD**

To Contractor:

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

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

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

## ATTACHMENT E – EXCEPTIONS TO BID

**(PLEASE LIST BELOW, ATTACH SHEETS IF NECESSARY):** Any exceptions, variations, or clarifications to the Specifications must be set forth on this form and included with the Bid Bid Form. These exceptions must be spelled out in detail, numbered, and make reference to exact page number for easy comparison.

Failure of the bidder to note on this form any and all exceptions to any portion of the specifications, means that the bidder must meet or exceed in all respects any and all specifications not so noted.

Failure to denote exceptions in the above manner may be cause for rejection of the entire bid.

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**ATTACHMENT F – 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: \_\_\_\_\_

**ATTACHMENT G – 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](http://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.

<b>Print or type.</b> <b>See Specific Instructions on page 3.</b>	<p><b>1</b> 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><b>2</b> Business name/disregarded entity name, if different from above.</p>		
	<p><b>3a</b> 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><b>Note:</b> 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><b>4</b> 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><b>3b</b> 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><i>(Applies to accounts maintained outside the United States.)</i></p>
	<p><b>5</b> Address (number, street, and apt. or suite no.). See instructions.</p> <p><b>6</b> City, state, and ZIP code</p>	<p>Requester's name and address (optional)</p>	
	<p><b>7</b> 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.

<b>Social security number</b>					
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; text-align: center;">-</td> <td style="width:25%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; text-align: center;">-</td> <td style="width:40%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-		-	
	-		-		
<b>or</b>					
<b>Employer identification number</b>					
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; border: 1px solid black; height: 20px;"></td> <td style="width:5%; text-align: center;">-</td> <td style="width:90%; border: 1px solid black; height: 20px;"></td> </tr> </table>		-			
	-				

**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.

<b>Sign Here</b>	Signature of U.S. person	Date
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**General Instructions**

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

**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](http://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

## ATTACHMENT H – BUSINESS ENTERPRISE PROGRAM (BEP)

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

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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 goal of 20% 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

## ATTACHMENT H – BUSINESS ENTERPRISE PROGRAM (BEP)

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



## ATTACHMENT H – BUSINESS ENTERPRISE PROGRAM (BEP)

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.

**ATTACHMENT H – BUSINESS ENTERPRISE PROGRAM (BEP)**

**UTILIZATION PLAN**

**The Utilization Plan and Letter of Intent must be sealed and submitted with Vendor’s Bid Documents.**

(Vendor) submits the following Utilization Plan as part of our bid or offer in accordance with the requirements of the BEP Program Status and Participation section of the solicitation for McHenry County College’s Greenhouse Project.

Vendor submits the following statement:

- Vendor is a BEP certified firm and plans to fully meet the goal through self-performance.
- Vendor has identified BEP certified subcontractor(s) to fully meet the established goal and submits the attached executed Letter(s) of Intent; or
- Vendor has made good faith efforts towards meeting the entire goal, or a portion of the goal, and hereby requests a waiver (complete checklist below).

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

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

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

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

**ATTACHMENT H – BUSINESS ENTERPRISE PROGRAM (BEP)**

**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			

## ATTACHMENT H – BUSINESS ENTERPRISE PROGRAM (BEP)

### 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](http://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.
- 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.

**ATTACHMENT H – BUSINESS ENTERPRISE PROGRAM (BEP)**

**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**