McHenry County College requests proposals from companies to provide *Foundations for Sculptures* for MCC.

**Issued:** May 23, 2012  
**Service Requested:** *Foundations for Sculptures*  
**RFP Closing Date/Time:** June 6, 2012, 10:00 a.m. CST  
**RFP Contact:** Jennifer Jones, Director for Business Services  
[JJONES@MCHENRY.EDU](mailto:JJONES@MCHENRY.EDU)

Proposals must be sealed and delivered to the attention of Jennifer Jones, Director for Business Services, McHenry County College, 8900 US Highway 14, Crystal Lake, IL 60012 on or before June 6, 2012, 10:00 a.m. CST. Bid results will be sent to the email address listed by bidders in their response.

**All late proposals will be rejected.**

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

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

McHenry County College administration will competitively evaluate all qualified proposals and present a recommendation to enter into an agreement with the Board of Trustees at the June 28, 2012 Board meeting.

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

FOUNDATIONS FOR SCULPTURES
FOR
MCHENRY COUNTY COLLEGE

RFP# 06062012

Issue Date: May 23, 2012

RFP Response Deadline: June 6, 2012

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 to create a Foundations for Sculptures. A more complete description of the supplies and/or services sought is provided in the Bid Specifications of the RFP. If you are interested and able to meet these requirements, we would appreciate and welcome a bid. This RFP will set forth any evaluation criteria to be used in determining product or service acceptability. It may require the submission of bid samples, descriptive literature, technical data, references, licenses, or other information or material.

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

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

1.3 Contact Information/Bid Submission: The contact, identified below, is the sole point of contact regarding the RFP from the date of issuance until selection of the successful vendor.

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

1.4 Term of Contract: Contract begins upon issue of purchase order.

1.5 Minimum Bidder Qualifications: The following minimum qualifications must be met by each bidder: The Bidder shall have previous experience in creating foundations 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 **Key Event Dates:** The following dates are set forth for informational and planning purposes; however, MCC reserves the right to change the dates.

<table>
<thead>
<tr>
<th>Event Description</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>MCC Issues RFP listed at <a href="http://www.mchenry.edu/bid">www.mchenry.edu/bid</a></td>
<td>May 23, 2012</td>
</tr>
<tr>
<td>Contact to arrange site visit</td>
<td>Chris Fischer, 815-455-8760</td>
</tr>
<tr>
<td>Last day for vendors questions via email <a href="mailto:jjones@mchenry.edu">jjones@mchenry.edu</a></td>
<td>May 29, 2012</td>
</tr>
<tr>
<td>Response to vendor questions will be listed by addendum at <a href="http://www.mchenry.edu/bid">www.mchenry.edu/bid</a></td>
<td>May 31, 2012</td>
</tr>
<tr>
<td>Bid End Date</td>
<td>June 6, 2012</td>
</tr>
<tr>
<td>Reviewed by MCC Evaluation Team by</td>
<td>June 11, 2012</td>
</tr>
<tr>
<td>Recommendation to Board of Trustees</td>
<td>June 28, 2012</td>
</tr>
<tr>
<td>Notification of Award by</td>
<td>July 3, 2012</td>
</tr>
<tr>
<td>Contract Start Date</td>
<td>TBD by Project Manager after contract approval.</td>
</tr>
<tr>
<td>Project Manager Contact</td>
<td>Greg Evans, Director of Physical Facilities, 815-455-8564</td>
</tr>
</tbody>
</table>
2.0 BID SUBMISSION

2.1 Examination of Solicitation Documents and Explanation to Bidders: Bidders are responsible for examining the solicitation documents and any addenda issued, to become informed as to all conditions that might in any way affect the cost or performance of any work. Failure to do so will be at the sole risk of the bidder. Should the bidder find discrepancies in or omissions from the solicitation documents, or should their intent or meaning appear unclear or ambiguous, or should any other question arise relative to the solicitation documents, the bidder shall promptly notify the Director of Business Services via email. The bidder making such request will be solely responsible for its timely receipt by the Director of Business Services. Replies to such notices may be made in the form of an addendum to the solicitation.

2.2 Submission: The submission of a response shall be prima facie evidence that the vendor has full knowledge of the scope and nature of the project requirements. **Faxed and Email Bids ARE NOT acceptable. All Attachments in Section 8.0 must be returned with the bid. All pricing should be included on the Bid Submission Form in Section 8.0.**

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 Addenda: The only method by which any requirement of this solicitation may be modified is by written addendum. All addenda to the bid document will be listed at [www.mchenry.edu/bid](http://www.mchenry.edu/bid). MCC is not responsible if a vendor does not receive the proposal revision in time to include the information with the proposal submission. Addenda shall be acknowledged by signature and included with the bid submission.

2.5 Bid Preparation Costs: The costs for developing and delivering responses to this RFP are entirely the responsibility of the bidder. The University 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.

2.6 Cancellation of RFP: If the Director of Business Services determines that it is in MCC’s best interest, he/she reserves the right to do any of the following:

- Cancel this RFP
- Modify this RFP in writing as needed
- Reject any or all proposals received in bid to this RFP
2.8 **Evaluation:** In evaluating the bids submitted, MCC will apply the “Best Value” standard in selecting the vendor to be awarded a contract for this project. Purchase price is not the only criteria that will be used in the evaluation process. Any award resulting from this bid will be made to that vendor whose offer conforms to the bid and it is determined to be the most advantageous, or “best value” to MCC, in the sole judgment of MCC. The selection process will include, but not be limited to, the following considerations:

1. The quality and range of services the firm proposes to provide.
2. Prior, equivalent work experience within higher education.
3. The ability to provide service in an expedient and efficient manner.
4. The firm’s overall experience, reputation, expertise, stability and financial responsibility.
5. The extent to which the goods or services meet MCC needs.
6. The experience and qualifications of the staff that will be assigned to service MCC’s account.
7. The provider’s ability to assist MCC in meeting the overall goals of RFP.
8. The firm/vendor locale.
9. The firm/vendor’s past relationship with MCC, if any.
10. Any other relevant factor that a business entity would consider in selecting a firm/vendor.

2.9 **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. In the event two bidders have submitted equal values for items listed, the in-district bidder will be given preference, everything else being equal.

The successful bidder will be notified within three business days by email 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. MCC reserves the right to make moderate quantity alterations to conform to budget limitations.
3.0 **INSTRUCTION TO BIDDERS:** Read the following instructions carefully before submitting any bid. Failure to follow these instructions and the rules may result in the rejection of your bid. MCC reserves the right to reject any and all bids, to waive minor or immaterial irregularities, informalities or technicalities, to advertise for new bids, or to request confirmation or clarification from any bidder regarding a bid.

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

3.2. **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 and 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.

3.3. **Experience & Operational Plan.** Bidders must describe their capabilities to provide the services requested in this RFP by providing the following:

- A description of Bidder’s experience as required in this bid.
- Relevant samples/portfolio of related work, preferably in higher education.
- Staffing and operational plan for this contract, including use of any subcontractors and description of equipment to be used.

3.4. **Biographies of the Account Team.** Bidders must include the biographies of the account team who will be assigned to the project.

3.5. **Pricing.** All pricing should be inclusive of all related fees, costs, etc. The college is not responsible for, nor will the College pay, for any costs associated with the bid that are not included in the bid submission.

3.6. **Packaging of Response:** Please submit (1) original and (3) copies of the bid. 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
- Sealed Bid

3.7. **Late Bids:** Regardless of cause, late bids will not be accepted and will automatically be disqualified from further consideration. It shall be the bidder’s sole risk to assure delivery at the designated office by the designated time. Late bids will not be opened and may be returned to the bidder at the expense of the bidder or destroyed if requested.
3.8. **Bidder’s Signature:** The bid submission form must be signed in ink by an individual authorized to legally bind the business submitting the bid. The bidder’s signature on a bid in response to this RFP guarantees that the offer has been established without collusion and without effort to preclude MCC from obtaining the best possible supply or service.

3.9. **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.

3.10. **Responders’ Costs:** The cost of developing a bid for this RFP belongs solely to the bidder and may not be charged to MCC.

3.11. **Specifications:** General specifications are attached hereto and the bidders are expected to meet these specifications. Competition is invited on this bid; however, bidders are advised that McHenry County College reserves the right to reject any or all bids. It should not be inferred that McHenry County College will necessarily accept the low bid but will judge each proposal on its merits in comparison with other bids.

3.12. **Bid Price:** Bid prices shall include all labor (including any additional charges for overtime or off-hour work). Said work will be above and beyond the scope of this bid. Bid prices shall also include all material. No sales tax shall be included because McHenry County College is tax exempt and McHenry County College will present the winning bidder with the tax exempt certification after awarding the bid. McHenry County College requires the breakdown of the various costs enumerated in the bid form be made a part of this bid package. Any bidder that does not fully provide all required information may be deemed to be a non-responsive bid at the sole discretion of McHenry County College.

3.13. **Withdrawal of Offer:** Bidders shall quote firm prices with prices not to be withdrawn for a period of 60 days from the date that the bids are due.

3.14. **Rejection of Offers:** McHenry County College reserves the right to reject any or all bids and to waive minor irregularities.

3.15. **Insurance:** Prior to commencing the project, the Contractor shall provide McHenry County College with a Certificate of Insurance, naming McHenry County College as additional insured, which shall evidence the following coverage:
- worker’s compensation, as required by the laws of the State of Illinois
- commercial general liability for bodily injury and/or property damage in an amount of not less than $1,000,000 single limit, per occurrence
- automobile liability for bodily injury and/or property damage in an amount of not less than $1,000,000 single limit, per occurrence.
- Fire and extended coverage insurance on all materials, supplies, equipment and tools owned by the Contractor and located on the job site.

3.16. **Performance and Payment Bond:** For every project greater than Five Thousand Dollars ($5,000), 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.

3.17. **Lien Waivers**: Upon completion of the work, Contractor shall provide McHenry County College with appropriate Lien Waivers to cover the total cost of foundations including all costs for work performed by any Sub-Contractors.

3.18. **Labor**: Contractor must be the primary contractor for the work performed and shall provide owner a list of Ten (10) references of similar projects in the Illinois area that they have performed.
4.0 GENERAL TERMS AND CONDITIONS

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

4.2 Purchase: After notice of the award, purchase will be put into effect by means of purchase orders or suitable contract documents executed by the Director of Business Services.

4.3 Material Safety Data Sheets: In compliance with the “Toxic Substance Disclosure to Employees Act” (P.A.83-240) vendor must provide Material Safety Data Sheets (MSDS) within 30 days of shipment of any and all hazardous substance ordered on this purchase order. All MSDS sheets must be sent to the Purchasing Office.

4.4 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 20/30.1 pertaining to public community colleges.

4.5 Right to Cancel: MCC may cancel contracts resulting from this RFP at any time for a breach of any contractual obligation by providing the contractor with thirty-calendar day's written notice of such cancellation. Should MCC exercise its right to cancel, such cancellation shall become effective on the date as specified in the notice to cancel.

4.6 Taxes: MCC is exempt from all federal excise, state and local taxes unless otherwise stated in this document. In the event taxes are imposed on the services purchased, MCC will not be responsible for payment of the taxes. The vendor shall absorb the taxes entirely. Upon request, MCC’s Tax Exemption Certificate will be furnished.

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

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

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

4.10 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.

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

4.12 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. A complete disqualification could result without these reference materials attached. Indicate warranty specifications that apply to the items included in your bid.

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

4.14 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.

4.15 Equal Employment Opportunity: To the extent that Vendor is subject to governmental orders, rules or regulations pertaining to Equal Employment Opportunity and/or to the maintenance of Non-segregated Facilities. Vendor hereby certifies that it is complying therewith, including where applicable, the submission and/or filing of Equal Employment Opportunity Compliance Reports and/or Certificates and/or filing of Certificates on Non-segregated Facilities. Compliance with the rules and regulations of the F.E.P.C., Article III, Section 3.1, Equal Employment Opportunity clause is required.

4.16 Prevailing Wage Law: The Illinois Prevailing Wage Act, 820 ILCS 130/01 et.seq. shall be mandatory for all contractors and subcontractors who are hired by the College. The Act requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the prevailing rate of wages in the county where the work is performed. The Illinois Department of Labor periodically determine what rate is in various locales throughout the State, Illinois Prevailing Wage Act, June 26, 1941, as amended, being Section 39A-9 of Chapter 48 of the Illinois Revised Statutes, 1977.

4.17 Web Accessibility: As required by Illinois Public Act 095-0307, all information technology, including electronic information, software, systems, and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as posted at http://www.dhs.state.il.us/iitaa
5.0 SPECIFICATIONS FOR FOUNDATIONS FOR SCULPTURES

Background and purpose – The plans for the Building B Renovation include a remodeling of the Building-B entrance to the College. The sculptures that have been located in front of the entrance will no longer be located there. In order to move the sculptures to their new location near the bicycle path, new foundations must be put in place.

Scope of work – Sculpture foundations to be constructed and set up per drawing specifications. There shall be a total of three (3) foundations to be constructed. Any disturbed landscaping shall be returned to conditions as found before construction of the sculpture foundations.

Deliverables – All items shall be fabricated and constructed in accordance with the IDOT standard specifications for road and bridge construction, adopted January 1, 2012. Concrete shall test 3,500 PSI at 14 days and shall conform to class SI concrete of the standard specifications. Soil conditions on site must be verified to have a minimum allowable bearing capacity of 1,500 PSF for proposed statue locations. Contractor shall coordinate with owner to determine proposed locations of statues, and final slab elevations and finished grade elevations. Exposed concrete surfaces shall have a rubbed finish in conformance with article 503.15 (B) of the standard specifications. Contractor shall apply a protective coat to exposed concrete surfaces in conformance with article 503.19 of the standard specifications. Contractor shall coordinate with owner in conjunction with determining proposed statue location. Aggregate bedding shall conform to coarse aggregate CA 6, constructed in lifts not more than 4” thick when compacted. Aggregate bedding shall be compacted to 95 percent proctor.

Pricing – There shall be a total of three foundations, and shall be priced as a total package.

Basis for evaluation – Price and references that pertain to similar projects

Documents – The next pages re supporting documents for measurements and locations for foundations.
6.0 ATTACHMENTS
**BID FORM-FOUNDATIONS FOR SCULPTURES**

<table>
<thead>
<tr>
<th>Material Total</th>
<th>$___________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor Total</td>
<td>$___________________</td>
</tr>
<tr>
<td>Other Total</td>
<td>$___________________</td>
</tr>
<tr>
<td>Other Total</td>
<td>$___________________</td>
</tr>
<tr>
<td>Grand Total</td>
<td>$___________________</td>
</tr>
</tbody>
</table>

Bid Submitted By: ____________________________________________________________

Title: ________________________________________________________________________

Business Name: ________________________________________________________________________

Address: ________________________________________________________________________

Telephone: __________________ Fax: __________________ Email: __________________

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.

Authorized Signature: __________________________________ Date: ________________
CONTRACTOR CERTIFICATION
Illinois Revised Stature 1987
Chapter 38, Sections 33E-3 and 33E-4

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

Under penalty of perjury, the undersigned Contractor certifies that this proposal 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 an INVITATION FOR BID 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.
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.

<table>
<thead>
<tr>
<th>McHenry County College District 528</th>
</tr>
</thead>
<tbody>
<tr>
<td>8900 U.S. Highway 14</td>
</tr>
<tr>
<td>Crystal Lake, IL  60012</td>
</tr>
</tbody>
</table>

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

______________________________  ________________________ ______________________________
Commission expiration date city of residence county of residence
BID SPECIFICATION EXCEPTION FORM

Any exceptions, variations, or clarifications to the Specifications must be set forth on this form and included with the Bid Proposal 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.
MCHENRY COUNTY COLLEGE  
REQUEST FOR PROPOSALS #06062012  
FOUNDATIONS FOR SCULPTURES

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### Form W-9  
### Request for Taxpayer Identification Number and Certification

<table>
<thead>
<tr>
<th>Name (as shown on your income tax return)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business name/disregarded entity name, if different from above</td>
</tr>
</tbody>
</table>

#### Check appropriate box for federal tax classification (required):  
- [ ] Individual/sole proprietor  
- [ ] C Corporation  
- [ ] S Corporation  
- [ ] Partnership  
- [ ] Trust/estate  
- [ ] Exempt payee  
- [ ] Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership)  
- [ ] Other (see instructions)  

#### Address number, street and apt. or suite no.  

#### City, state, and ZIP code  

#### List account number(s) here (optional)  

---

### Part I  
#### Taxpayer Identification Number (TIN)

**Social security number**  

**Employer Identification number**

---

### Part II  
#### Certification

Under penalties of perjury, I certify that:  

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and  
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding because I failed to report all interest and dividends on my tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.  

#### General Instructions

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

#### Purpose of Form

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

### Definitions of a U.S. person  

- **U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:  
  - An individual who is a U.S. citizen or U.S. resident alien.