

Summary

McHenry County College requests bids from companies to provide **Interior Signage Fabrication & Installation Service**.

Date Issued: July 17, 2019
Service Requested: Interior Signage Fabrication & Installation Service
IFB Closing Date/Time: August 13, 2019 – 8:00 A.M.
IFB Contact: Jennifer Jones, Director for Business Services
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 Tuesday, August 13, 2019, 8:00 A.M. CST.

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.

SPECIAL NOTE: This Invitation for Bids (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 proposal 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. 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 proposal.

McHenry County College administration will evaluate all proposals. A recommendation to enter into an agreement with the successful bidder will be presented to the Board of Trustees at the August 22, 2019 board meeting.

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



INVITATION FOR BIDS

Interior Signage Fabrication & Installation Service

IFB #08132019

Issue Date: July 17, 2019

Bid Due/Opening Date: August 13, 2019 – 8:00AM

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

1.0 GENERAL REQUIREMENTS

1.1. **Introduction:** McHenry County College (hereinafter “MCC”) is inviting responsible Vendors (hereinafter “Bidder” or “Contractor”) to submit proposals for **Interior Signage & Installation Service**. 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 six 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.

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. **Contract Terms:** Time is of the essence with respect to Vendor’s performance of this contract. The contract should be completed no later than March 7, 2020. The contract begins on the Effective Date affixed to the contract upon approval.

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

1.5.1. The Bidder shall have had a minimum of three (3) 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.

1.5.2. Must provide all information required of the Minority Enterprise Program

- 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.

MCC Issues IFB listed at www.mchenry.edu/bid IFB07172019-Interior Signage Fabrication & Installation Service	July 17, 2019
Last day for vendors questions via email jjones@mchenry.edu	July 26, 2019 – 8:00 A.M.
Response to vendor questions will be listed by addendum at www.mchenry.edu/bid	July 30, 2019
Bid Due Date/Location <i>Note: Bids Delivered on date of bid opening should be brought to bid opening location.</i>	August 13, 2019 – 8:00 A.M. Jennifer Jones McHenry County College 8900 US Highway 14 Bldg A, Room #246 Crystal Lake, IL 60012
Bid Opening Date/Location	August 13, 2019 – 8:00 A.M. McHenry County College 8900 US Highway 14 Bldg A, Board Room #217 Crystal Lake, IL 60012
Recommendation to Board of Trustees	August 22, 2019
Notification of Award	August 26, 2019
Contract Start Date	TBD by Project Manager
Project Manager Contact	Christina Haggerty VP Marketing, Communications, & Development 815-455-8727

2.0 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 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.

- 2.1 **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.**
- 2.2 **Interpretation or Representations.** MCC assumes no responsibility for any interpretation or representations made by any of its officers or agents unless interpretations or representations are incorporated into a formal written addendum to the solicitation.
- 2.3 **IFB Questions and Clarifications:** Questions and requests for clarification are only accepted via e-mail. Official answers to questions will be provided via addendum.
- 2.4 **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.
- 2.5 **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.
- 2.6 **Cancellation of IFB:** 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 IFB
 - Modify this IFB in writing as needed
 - Reject any or all proposals received in bid to this IFB.
- 2.7 **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 Director of Business Services of McHenry County College.
- 2.8 **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.

2.9 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 firm’s ability to assist MCC in meeting the overall goals of bid.
- The firm’s past relationship with MCC, if any.
- Any other relevant factor that a business entity would consider in selecting a vendor.

2.10 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.

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 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.
- 3.3 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 Interior Signage Fabrication & Installation Service.
 - Staffing and operational plan for this contract, including use of any subcontractors and description of equipment to be used.
- 3.4 Pricing.** Bidder shall submit on the bid submission form, prices for each item listed.
- 3.5 Packaging of Response:** Please submit bid as follows: one (1) original hardcopy and one (1) 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 and Bid Name
 - Bid Due Date and Time
 - Sealed Bid
- 3.6 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.
- 3.7 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.

3.8 Bids To:

Jennifer Jones, Director of Business Services
McHenry County College
8900 US Highway 14
Building A, Room 246
Crystal Lake, IL 60012

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 IFB belongs solely to the bidder and may not be charged to MCC.

4.0 GENERAL TERMS AND CONDITIONS

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

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.

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

Proprietary Information: Bidder should be aware that the contents of all submitted bids are subject to public review and will be subject to the Illinois Freedom of Information Act. All information submitted with your bid will be considered public information unless bidder identifies all proprietary information in the 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, 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.

Bid Security: A certified check or bank draft or bid bond, made payable to McHenry County College, MUST be submitted with the bid in the amount of ten (10) percent of the total bid for bids greater than Fifty Thousand Dollars (\$50,000). The bid security will be forfeited by the successful bidder in the event of the bidders failure to enter into a contract. Checks or drafts of unsuccessful bidders will be returned as soon as practicable after opening and checking the bids.

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.

Payments: With each pay application, contractors shall submit certified payroll.

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

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.

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. 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.

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.

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.

5.0 BID SPECIFICATIONS

McHenry County College is inviting responsible Contractors to submit bids to provide **Interior Signage Fabrication & Installation Service**. The successful bidder shall supply all materials and perform all labor necessary to complete the project based on the construction drawings. All pricing shall be listed and submitted on the Bid Submission Form.

Documents provided in separate files:

- Construction Drawings
- Bid Submission Form
- Minority Enterprise Program Forms

6.0 ATTACHMENTS

ATTACHMENT A
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 an 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 B

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
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: _____

