

## Summary

McHenry County College requests bids from companies to provide **Burnham Boiler Replacement** for MCC.

Date Issued:	August 2, 2017
Service Requested:	Burnham Boiler Replacement
IFB Closing Date/Time:	August 16, 2017 –2:00 P.M.
IFB Contact:	Jennifer Jones, Director for Business Services JJONES@MCHENRY.EDU

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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 August 16, 2017, 2:00P.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 Request for Proposal (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. Proposals must be clear and concise. Proposals 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](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 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 24, 2017 board meeting.

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



# McHenry County College

## **REQUEST FOR PROPOSAL**

### **Burnham Boiler Replacement**

**IFB07162017**

**Issue Date: August 2, 2017**

**Bid Due Date: August 16, 2017 – 2:00PM**

**Bid Opening Date: August 17, 2017 – 8:00AM**

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 proposals for **Burnham Boiler Replacement**. 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 Support Services  
McHenry County College  
8900 US Highway 14  
Building A, Room 246  
Crystal Lake, IL 60012  
Email: [jjones@mchenry.edu](mailto:jjones@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 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.

**1.6 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.

- 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 www.mchenry.edu/bid Burnham Boiler Replacement	August 2, 2017
Site Inspection	8:00am – 3:00pm -- Todd Wheeland, 815-455-8564
Last day for vendors questions via email jjones@mchenry.edu	August 8, 2017
Response to vendor questions addendum at www.mchenry.edu/bid	August 9, 2017
Bid Due Dates	August 16, 2017, 2:00pm McHenry County College Attn: Jennifer Jones, Director of Business Services 8900 US Highway 14 Building A, Room 248 Crystal Lake, IL 60012
Bid Opening Date	August 17, 2017, 8:00am - Bldg A, Room #217
Recommendation to Board of Trustees	August 24, 2017
Contract Start Date	TBD
Project Manager Contact	Todd Wheeland - 815-455-8564

## 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 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 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](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 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.

**2.8 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.

**2.9 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. 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 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. There are three projects to be bid separately and the bid may be awarded to more than 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.

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 Snow Plowing and Removal Service.
  - 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 Snow Plowing and Removal Service.

**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 Snow Plowing and Removal Service
- 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.

#### 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 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 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.
- 4.5 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.
- 4.6 Retention of Documentation:** All bid materials and supporting documentation that is submitted in response to this proposal 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 Vice President for Finance, 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.

## 5.0 BID SPECIFICATIONS

McHenry County College is inviting responsible Contractors to submit bids for **Three (3) Burnham Boiler Replacement**. Boilers are located in the deluge room in Building B. The successful bidder shall supply all materials and perform all labor necessary to complete the project based on the engineered drawings attached created by Bailey Edward Engineering dated 7/24/17.

- Replace three Burnham boilers with new high efficiency condensing boilers of appropriate size for the heat load required.
- Provide controls tie in from new boiler system operations into Trane BAS system to be viewed and monitored at the Front End.
- Visit college to view site and work area prior to bidding.
- Boiler start-up by manufacturer's rep.
- All work to be completed by November 15, 2017
- All work to be done during normal working hours, Monday – Saturday.
- A set schedule shall be submitted to the college prior to starting work with a hard start and hard completion date for the project.
- Flow reports to be submitted for review prior to acceptance of the project for full load and system minimum conditions to ensure proper operation of sequencing.
- Sequence of Operation of three new boilers to be provided.
- Any changes to gas pressure supply from old to new boilers will be the responsibility of contractor.
- It is the contractor's responsibility to move equipment through corridors without damaging walls, floors, doorways, elevators etc. Any damage will be the responsibility of the contractor.
- If field work differs from design drawings an as-built will be required.
- All noise levels to be kept within acceptable standards during school hours.
- Left over materials or "attic stock" to be retained by customer approval only-not on Combined Set.
- All materials removed from the boiler project will be removed from the site by contractor and not put into College refuse containers.
- Room to be swept clean each afternoon after the day's work is complete.
- Prefer not to receive bids for Fulton brand boilers and Pulse system boilers.

## **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 engineered drawings.

Bid Amount \$ \_\_\_\_\_

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 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.

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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**

(new vendors only)

Form <b>W-9</b> (Rev. January 2011) Department of the Treasury Internal Revenue Service	<b>Request for Taxpayer                  Identification Number and Certification</b>	<b>Give Form to the                  requester. Do not                  send to the IRS.</b>
Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification (required): <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate	
	<input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)		Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b>	
Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3.	
Social security number [ ][ ] - [ ][ ] - [ ][ ][ ][ ][ ]	
Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.	
Employer identification number [ ][ ][ ] - [ ][ ][ ][ ][ ][ ][ ][ ]	

<b>Part II Certification</b>	
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).	
<b>Certification Instructions.</b> 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 on page 4.	
<b>Sign Here</b>	Signature of U.S. person ▶  Date ▶

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

**Purpose of Form**  
 A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**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.

**Definition of a 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,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.