

Summary

McHenry County College requests quotes from **Primary Cafeteria Food Vendor** to provided food for resale.

Date Issued: April 6, 2017
Service Requested: **Primary Cafeteria Food Vendor**
RFQ Closing Date/Time: April 20, 2017 – 2:00 P.M.
RFQ Contact: Jennifer Jones, Director for Business Services
JJONES@MCHENRY.EDU

Bids 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 April 20, 2017, 2:00P.M. CST.

All late bids will be rejected.

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

All unsigned bids will be automatically rejected.

SPECIAL NOTE: This Request for Quotes (RFQ) 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 RFQ 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 RFQ format or binding specifications, may be rejected. Responding vendors must include the required information called for in this RFQ. MCC reserves the right to reject a bid if required information is not provided or is not organized as directed. MCC also reserves the right to change the evaluation criteria or any other provision in this RFQ by posting notice of the change(s) on MCC's RFQ website, www.mchenry.edu/bid.

For this RFQ, posting on the captioned website above, constitutes written notification to each vendor. Vendors should check the site daily and are expected to review information on the site carefully before submitting a final bid.

McHenry County College administration will evaluate all bids. A recommendation to enter into an agreement with the successful bidder will be presented to the Board of Trustees at the May 25, 2017 board meeting.

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



McHenry County College

REQUEST FOR QUOTES

Primary Cafeteria Food Vendor

RFQ #04202017

April 6, 2017	Issue Date
April 12, 2017-Noon	Last Day to Submit Questions (jjones@mchenry.edu)
April 13, 2017-Noon	Responses Posted by Addendum (www.mchenry.edu/bid)
April 20, 2017–2:00PM CST	RFQ Due Date

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

GENERAL INFORMATION

McHenry County College (hereinafter "MCC") is inviting responsible Vendors (hereinafter "Bidder" or "Vendor") to submit quotes to **provide food items, delivered as requested, for resale in MCC's Cafeteria.** 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 quote. 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 RFQ, and may not be utilized by the vendor to contest a decision or understanding with MCC.

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.

Contact Information: The contact, identified below, is the sole point of contact regarding the RFQ 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

Contract Terms: The contract is for three years, July 1, 2017 - June 30, 2020, with option to renew for two additional years.

Minimum Bidder Qualifications: 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.

BID SUBMISSION

RFQ Questions and Clarifications: Questions and requests for clarification are only accepted via e-mail. Official answers to questions will be provided via addendum. The only method by which any requirement of this solicitation may be modified is by written addendum. MCC is not responsible if a vendor does not receive the bid revision in time to include the information with the bid submission. Any **addendum will be posted to MCC's website at www.mchenry.edu/bid.** The addendum shall be acknowledged by signature and included in your bid submission.

Cancellation of RFQ: 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 RFQ
- Modify this RFQ in writing as needed
- Reject any or all bids received in bid to this RFQ.

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

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.

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.

INSTRUCTION TO BIDDERS

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

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

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.

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

Submit Bids To:

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

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.

GENERAL TERMS AND CONDITIONS

Applicability: These general terms and conditions will be observed in preparing the bid 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 RFQ 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 bid by clearly marking on the top of each page so considered, "Proprietary Information." The Illinois Attorney General shall make a final determination of what constitutes proprietary information or trade secrets. While MCC will endeavor to maintain all submitted information deemed proprietary within MCC, MCC will not be liable for the release of such information.

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

Retention of Documentation: All bid materials and supporting documentation that is submitted in response to this bid 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.

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.

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.

BID SPECIFICATIONS

The successful Contractor shall be granted a minimum of 80% committed purchases for food and beverages listed in the Bid upon MCC campuses in Crystal Lake and McHenry Illinois. The use in this paragraph of the word “exclusive” implies that MCC shall not allow any other outside food distributor Contractor to retain more than 20% of purchases for these items during the life of this agreement. Contractor will define their “cost” and their mark-up schedule by product category.

Contractor will provide McHenry County College a secure business to business website for the purpose of on-line food and product ordering. Pricing will include shipping with a minimum of twice a week delivery option on Mondays and Thursdays and no minimum order. Delivery window to be between 7:00 am and 10:00 am. The on-line system should provide complete list of catalogue items with descriptions and pricing, and ordering template capabilities. Inventory, recipe costing and nutritional calculation capabilities preferred.

Annual purchases are estimated to be in the range of \$200,000 annually. Contractor to list incentive options for payment terms. MCC pays all invoices, terms net 30 unless discount incentive options are available.

Contractor will provide a copy of their company’s HACCP plan, and Emergency Response Plan. In the event of a power outage lasting more than 6 hours, loaner/rental refrigerated and frozen truck temporary usage on-site is preferred.

Vendor representative partnership is desired with MCC to include goal setting for margin recommendations, new product presentation, employee training, quarterly business review, management reports, and inventory control support programs.

The Contractor shall be an independent Contractor and in providing services hereunder shall not be deemed to be the agent of MCC. All persons performing work hereunder for the Contractor shall be employees or subcontractors of the Contractor, and not MCC. Installation, operations, maintenance, removal and replacement of vending machines provided hereunder shall be the sole responsibility of the Contractor and shall be performed by the Contractor or subcontractor or its employees under the exclusive direction, supervision, and control of the Contractor. The Contractor shall be fully responsible to MCC for the acts and omissions of persons directly and/or indirectly employed by the Contractor.

OPTIONS: Contractors are asked to include pricing for the top 50 items currently purchased by MCC on an annual basis as identified by volume. Contractors should utilize the Bidder Top 50 Pricing form (Attachment A) to record their annual figures.

In order to maximize potential cost savings, MCC will consider exclusive brands in return for best pricing scenario, annual institutional support and or other financial incentives in addition to vending commissions. All exclusivity requirements should be clearly defined and notated in the response as well as on the Bidder Top 50 Pricing form (Attachment A). Under no circumstances will substitute items be allowed unless approved.

Product categories required are as follows:

- Meat- fresh and frozen
- Fish, Seafood and Poultry
- Fresh/Fluid Dairy, Eggs
- Dry Grocery
- Frozen entrees, vegetables, bakery, ice cream, etc.
- Beverage with support equipment programs available- coffee, juice, pop syrup, canned and bottled beverages
- Disposables to include environmentally friendly items
- Chemical/Janitorial – ware washing products and equipment
- Other- candy, snack, sundry

Contractor will provide MCC with Internet real-time on line ordering and pricing capabilities for all food and stock items.

MISCELLANEOUS: MCC will not be liable for any damage, pilferage, act of violence, fire or theft of the supplies and equipment. All supplies and specified equipment will belong to, and continue to be owned by, the Contractor. MCC shall be notified in writing of any damage or thefts connected with the program with the exception of the very minor problems. MCC will assist in identifying offender(s) if damage, violence or thefts occur.

EQUIPMENT AND MAINTENANCE: Contractor will provide all necessary dispensing equipment necessary. Contractor will maintain all required permits. Contractor will maintain, service and keep installed machines in good working order at all times. Contractor will keep machines sanitary throughout, and assume all responsibility for the mechanical operation of all equipment.

REPAIR SERVICE REQUIREMENTS: Contractor shall maintain local repair and maintenance facilities which will provide 24 hour 7 day a week service with radio dispatch within MCC district.

LICENSES AND TAXES: Contractor will be responsible for all Federal, State and Local licenses and taxes in connection with the equipment provided.

PERSONNEL: Contractor agrees to furnish necessary identification passes required for entrance to or exit from described premises at any time for any day, night or weekend service calls. Contractor will observe all regulations in effect upon the described premises.

The Contractor's service personnel will at all times be dressed in clean uniforms (clearly identifying their employer) and will observe all regulations in effect upon MCC premises. The duties and responsibilities of the service personnel consist of, but are not limited to, the following:

1. Bring all items ordered from the MCC delivery dock area to the kitchen and into the appropriate storage locations in a timely manner that does not negatively affect the integrity of the products. .
2. Facilitate returns and credits at the time of delivery for items that are missing or do not meet quality requirements, are damaged, or are in any other way unacceptable.

ATHLETIC EVENTS / BOOKSTORE / FOOD SERVICE / FUNDRAISERS: McHenry County College reserves the right to sell items similar to those to be included in the contract in conjunction with athletic, bookstore, food service, fundraisers, or other special events. The sale of such items will be independent of the contract.

PRICING AND PRICE CHANGES: Prior to signing a final agreement, the selected Contractor will provide MCC with a price and item list for the items proposed, and samples of food items upon request. MCC recognizes the possibility that the Contractor may have to adjust prices during the term of the contract. Any price changes will become effective only after written consent by MCC.

TERMINATION OF CONTRACT: MCC may terminate this Agreement at any time, in whole or in part, with or without cause, upon 60 days written notice to Contractor. If this Agreement is terminated for cause, the Contractor shall be liable to the MCC for any increase in project cost incurred by the MCC in completing the work. In the event this Agreement is terminated for convenience, Contractor shall be compensated for work properly rendered through the date of termination, as can be documented to the reasonable satisfaction of MCC. MCC shall have no liability to Contractor beyond the date of termination. In no event shall contractor be compensated for anticipated profit or lost opportunity. The Contractor shall complete all of its obligations and responsibilities under the terms of this bid including, but not limited to, payment of all amounts owing for commissions through the end of the term.

**ATTACHMENTS
RETURN WITH BID**

**ATTACHMENT A (1 OF 3)
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. 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.

Please check one. Authorized signator is:

- The Owner/
Sole Proprietor Member of the
Partnership Officer of the
Corporation Member of the
Joint Venture

Please check one. This firm is a:

- Minority Business Enterprise (MBE) - a firm that is at least 51% owned, managed, and controlled by a minority.
 Womens Business Enterprise (WBE) - a firm that is at least 51% owned, managed, and controlled by a woman.
 Disadvantaged Enterprise (DBE) – a firm that is at least 51% owned, managed, and controlled by a person with a disability.
 This firm is not a MBE, WBE, or DBE.

Please attach copies of any and all MBE, WBE, and DBE certifications

Pricing shall be for the complete project including parts, material, labor, shipping, disposal, removal from site, recycling, asphalt repair, recovery/repair of landscape or hardscape affected and site cleanup and luminaire performance evaluation.

Company Name: _____ FEIN _____

Company Address: _____

Contact Person: _____

Contact Email & Phone: _____

Bid Submitted by: _____ Title _____

Authorized Signature: _____ Date _____

**ATTACHMENT A (2 OF 3)
 BID SUBMISSION FORM**

PRICING FOR THE WEEK OF MARCH 27-31 2017 -- TOP 50 FOOD ITEMS					
	Item	Item Unit	Net Cases	Unit Cost Per Case	Total Cost
	Total		598		
1	CHIX TNDRLN FRTR HMSTYL 2-5# TYS	CASE	102		
2	CHIX BNLS WNG BRD DING CKD 2-5# PRCE	CASE	42		
3	APTZR MOZZ STIX BATRD 6-2# GFS	CASE	35		
4	MILK CHOC 2% ESL 12-12FLZ LOL	CASE	34		
5	APPLE FRSH SLCD W/CRML DIP 6-6Z P/L	CASE	31		
6	CHEESE BLND MOZZ/PROV SHRD 4-5# PG	CASE	26		
7	BANANA TURNING 10# P/L	CASE	25		
8	TOMATO 5X6 XL 25# MRKN	CASE	22		
9	EGG SHL LRG A GRD 6-30CT GFS	CASE	18		
10	SHORTENING LIQ SOY CLR FRY 35#	CASE	17		
11	BROCCOLI FLORETS 6-4# GFS	CASE	16		
12	PUFF PIZZA W/PORK SAUS 48-6Z ILTAC	CASE	15		
13	BACON L/O 18-22CT FRSH 2-7.5# GFS	CASE	15		
14	CRUST PIZZA SHTD OVN RSNQ 20-16"RICH	CASE	15		
15	MILK WHT 2% ESL 12-12FLZ LOL	CASE	14		
16	LETTUCE SALAD MXD 4-5# RSS	CASE	13		
17	SAUCE BBQ DIP CUP 100-1Z GFS	CASE	13		
18	COFF COLOMB 2-1.25LTR GDORIGIN	CASE	13		
19	GREEN LEAF FILLETS/CROWNS 2-5# RSS	CASE	12		
20	CREAMER HLF & HLF 12-1QT GFS	CASE	12		
21	CHEESE CREAM CUP 100-.75Z PHIL	CASE	11		
22	FRIES TWISTER SEAS 6-5# LAMB	CASE	11		
23	CAULIFLOWER CALIF 4-1CT P/L	CASE	11		
24	TURKEY BRST CKD SKNLS WHL 2-8.25#AVG	CASE	11		
25	BEEF PTY 6/# 80/20 15# GFS	CASE	11		
26	MUSHROOM SLCD 3/16" 10# MRKN	CASE	11		
27	JUICE NAKED GREEN MACHINE 8-10FLZ	CASE	11		

28	JUICE NAKED PROTEIN ZONE 8-15.2Z	CASE	11		
ATTACHMENT A (3 OF 3) BID SUBMISSION FORM					
	Item	Item Unit	Net Cases	Unit Cost Per Case	Total Cost
29	STRAWBERRY CLAMSHELL 8# MRKN	CASE	10		
30	SOUP CHILI CON CARNE 3-4# CAMP	CASE	10		
31	GRAPE RED SDLSS 5# P/L	CASE	10		
32	LETTUCE ROMAINE CHOP 6-2# RSS	CASE	10		
33	MUFFIN CHOC CHIP IW 24-4Z OTIS	CASE	10		
34	JUICE NAKED RED MACHINE 8-15.2Z	CASE	10		
35	HUMMUS RED PEPR W/PRETZ 12-4.56Z	CASE	10		
36	HUMMUS GARLIC W/PRETZ 12-4.56Z	CASE	10		
37	JUICE NAKED MIGHTY MANGO 8-10FLZ	CASE	9		
38	JUICE NAKED STRAWB BAN 8-10FLZ	CASE	9		
39	FRIES 1/4" R/C THIN SS 6-5# FLVLS	CASE	9		
40	CUCUMBER SELECT 24CT MARKON	CASE	9		
41	JUICE NAKED BERRY BLAST 8-10FLZ	CASE	8		
42	CRUST PIZZA READI-RISE 16" 12CT BONCB	CASE	8		
43	YOGURT GRK VAN FF PRO 2-6# OIKOS	CASE	8		
44	MELON MUSK CANTALOUPE 4-1CT P/L	CASE	8		
45	WATER SPRNG 48-8FLZ ICMNT	CASE	7		
46	JUICE BERRY SPLASH 12-16FLZ V8	CASE	7		
47	JUICE TRP 25% SPLASH 12-16Z V8	CASE	7		
48	CHEESE AMER 120CT SLCD 4-5# GFS	CASE	7		
49	YOGURT GRK VAR PK FF 12-5.3Z OIKOS	CASE	7		
50	SPINACH LEAF FLAT CLND 4-2.5# RSS	CASE	7		

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 an RFQ 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 E
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 F
W9 FORM
 (new bidders only)

Form W-9 <small>(Rev. January 2011) Department of the Treasury Internal Revenue Service</small>	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
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)		

Part I Taxpayer Identification Number (TIN)

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 *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								

Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

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

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.