



REQUEST FOR QUOTES

Three 15-Passenger Buses – 4-Year Lease

RFQ #10122017

Issue Date: September 28, 2017

Due Date: October 12, 2017 – 8:00AM

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

I. Purpose of Request

McHenry County College (MCC) is requesting quotes for a **4-Year Walk-Away Lease for Three New 15-Passenger Buses**. The equipment specifications and requirements are outlined in the following Request for Quote (RFQ).

II. Time Schedule

MCC will maintain the following time schedule and select a qualified vendor for the lease of the vehicle once all proposals are received by the deadline submission date and upon Board of Trustee approval.

MCC Issues RFQ listed at www.mchenry.edu/bid	September 28, 2017
Last day for vendors questions via email jjones@mchenry.edu	October 4, 2017
Response to vendor questions will be listed by addendum at www.mchenry.edu/bid	October 5, 2017
Bid Due Date & Time	October 12, 2017 – 8:00AM
Recommendation to Board of Trustees (subject to change)	October 26, 2017
Notification of Award (subject to change)	October 30, 2017
Project Manager Contact	Todd Wheeland, Director of Facilities 815-455-8564

III. Instructions to Bidders

- A. All quotes must be submitted to:

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

- B. All quotes must be in a sealed envelope and clearly marked in the lower left-hand corner, RFQ Vehicle Lease. All quotes will be reviewed and assessed for completion to make sure they meet requirements. All quotes will be scored based on the criteria outlined in this RFQ and the results will be posted on the webpage, www.mchenry.edu/bid, as soon as final approval is granted by the Board of Trustees. **One (1) copy of the RFQ must be presented along with a copy on flash drive.** No faxed or telephone quotes will be accepted.
- C. Quotes should be prepared simply and economically, providing a straightforward, concise description of provider capabilities to satisfy the requirements of the request. Special bindings, colored displays, promotional materials, etc., are not desired. Emphasis should be on completeness and clarity of content. Use of recycled paper for requests and any printed or photocopied material created pursuant to a contract with MCC desirable whenever practical. Use of both sides of paper sheets for any submittal to MCC is desirable whenever practical.

D. All quotes must include the following information:

1. The names of individuals from those firms who will be working on the project and their areas of responsibility.
2. Provide an accurate mailing address of the firm or organization.
3. Itemize breakdown of the equipment and features.
4. Proposal must represent the final pricing including, additional fees, discounts, rebates, equipment, and taxes.
5. Pictures of the vehicle and equipment quoted.
6. Timeline outlining the order, shipment, and expected delivery date of the equipment.
7. Indicate that all quotes are good for 90 days.
8. References

IV. Selection Criteria

Factors	Weight Given
A. Responsive of the written proposal to the purpose and scope of service.	40%
B. Price	60%
Total Criteria Weight	100%

V. Terms and Conditions

1. MCC reserves the right to reject any and all quotes and to waive minor irregularities to any quote.
2. MCC reserves the right to request clarification of information submitted and to request additional information from the vendor.
3. MCC reserves the right to award the contract to the next most qualified vendor if the successful vendor does not execute a contract within thirty (30) days after the award of the contract has been announced.
4. Any quote may be withdrawn up to the date and time set in this RFQ. Any quote not timely withdrawn shall constitute an irrevocable offer for a period of ninety (90) days to sell to MCC the equipment described in the following specifications or until one or more of the quotes have been granted Board of Trustee approval.
5. The contract resulting from acceptance of a quote by MCC shall be in a form supplied or approved by MCC and shall reflect the specifications in this RFQ. MCC reserves the right to reject any proposed agreement or contract that does not conform to the specifications contained in this RFQ and which is not approved by MCC.
6. MCC shall not be responsible for any cost incurred by the vendor in preparing, submitting, or presenting its response to the RFQ.
7. All quotes, documents, and forms will become the property of MCC upon delivery and acceptance of the sealed proposal.
8. 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 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.
9. 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 leased, 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.
10. 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.
11. ***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.

12. 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.
13. 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.
14. After notice of the award, lease will be put into effect by means of purchase orders or suitable contract documents executed by the Director of Business Services.
15. 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.
16. 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.
17. 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.
18. All bid materials and supporting documentation that is submitted in response to this proposal becomes the permanent property of MCC.
19. 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.
20. 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.
21. 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.

22. 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.
23. 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.

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: _____

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

Company: _____

Address: _____

Email Address: _____

Telephone: _____

Fax: _____

Date: _____

Contract Person: _____

FEIN: _____

**ATTACHMENT A2
 BID SPECIFICATIONS AND SUBMISSION FORMS**

Vehicle Specifications – 15 Passenger Bus - In the left column, place an "X" where you meet the specifications and in the right column list all comments and/or exceptions. Use additional pages if necessary.

<i>CHASSIS SPECIFICATIONS</i>		<i>Comments/Exceptions</i>
	Ford E350 Super Duty Chassis	
	6.8L (V10) Gasoline Engine	
	Automatic Overdrive Transmission	
	12,500#GVWR	
	7,800 # Rear Axle	
	4,600 # Front Axle	
	Front Stabilizer Bar	
	158" Wheelbase	
	(6) LT225/75R16E Radial Tires	
	Power Disc Brakes, Anti-lock	
	Power Steering w/ Tilt Feature	
	Cruise Control	
	225 AMP Alternator	
	Dual Batteries	
	40 Gallon Fuel Tank	
	HD Cooling Package	
	Block Heater	
	Tinted Glass	
	Interior Hood Release	
	Intermittent Wipers	
	Driver's Air Bag	
	Gauges: Fuel, Temp, Oil Presser, Voltmeter	
	Chrome Front Bumper and Grille Accent	
	Dash Heat/Defrost/Air Conditioning	
<i>BODY SPECIFICATIONS</i>		
CLIMATE CONTROL		
	65,000 BTU Floor Heater	
	68,000 BTU Air Conditioning (Dual Compressor System)	
	Front & Rear Climate Controls	
DOORS AND WINDOWS		
	Dark Tint Side Windows (Solid: NoT-slides)	
	Emergency Windows	
	Electric Entrance Door w/ Full Tempered Glass	
	Exterior Electric Door Key Switch	
	Large Viewing Window in Front of Entrance	
	Power Windows and Locks	
	Operating Side Windows in Rear Seating	

	ELECTRICAL:EXTERIOR	
	Round Sealed Tail, Stop and Back-up lights	
	Midship Turn / Marker Lamps (LED)	
	High-mount Center Brake Light (LED)	
	Lights Meet Federal and State Requirements	
	ELECTRICAL:INTERIOR	
	Easy Access Body Electrical Panel Mounted Inside	
	Passenger Compartment Courtesy Lights,Door-activated (LED)	
	Strip lighting over Center Aisle (LED)	
	Driver / Passenger Dome light;Entry Step Well Lights (all LED)	
	Wiring Color and Function Coded	
	AM / FM / CD Radio (w/ Mic Input) & Clock & USB/Aux Jack Inputs	
	Additional USB Charging Ports in Rear Seating Area	
	20" Minimum Flip Down DVE Player with USB Inputs	
	Monitors w/DVD/VCP combo	
	FEATURES: EXTERIOR	
	Painted Rear Bumper- w/Step	
	Mud Flaps- Rear and Front Passenger Side	
	Driver's Running Board	
	Unitized Steel Cage Construction w/Aluminum Side Wall	
	Complete Body Undercoating	
	Euro Style Exterior Mirrors w/Convex	
	Safety Roof Hatch	
	FEATURES: INTERIOR	
	Driver's Control Console within Reach of Driver	
	Gray Padded Vinyl Side Walls and Headliner	
	Entrance and Driver's Modesty Panels	
	Entrance Handrails, Left and Right	
	Interior Passenger View Mirror, (6" X 16")	
	FLOORING	
	Upgraded Altro Flooring - this is a non-slip,"commercial grade" flooring and the gray color helps to hide dirt.	
	Yellow Safety Step Nosing	
	Exterior Grade Plywood Sub Floor	
	Yellow Standee Line	

	SEATS	
	Track Seating	
	High-back Reclining Driver's Seat w/ Armrests and Lumbar Support	
	Custom Freedman MT Seat- These Seats are Made Exclusively for Our Company:	
	o Additional Foam in Seat Bottom (Added Comfort)	
	o High-back Reclining	
	o Leatherette Seat Covering - Black	
	o Special Stitching Pattern	
	Aisle-side Sliders	
	Aisle-side Armrests	
	Retractable Seat Belts	
	Rear Row Against the Wall does not Recline	
	Front Passenger Seat Directly Across from Driver's Seat, Moving Entry Door Rearward	
	Reading Lamps at All Seating Locations	
	<i>The bus should have no more than two connected seats (no back row bench)</i>	
	STORAGE	
	Overhead Parcel Bins w/ Reading Lamps	
	Full Rear Luggage Area w/ Lights and Shelving	
	Overhead Storage	
	Rear Compartment Storage	
	MISCELLANEOUS	
	Safety Equipment Fire Extinguisher, First Aid Kit, Reflector Triangles	
	Safety Inspection (Illinois only)	
	Stainless Steel Wheel Inserts w/ Rear Valve Stem Extenders for Ease in Checking Tire Pressure	
	Reverse Alarm	
	Vehicle Height Sticker- above Driver's Area	
	Tow Package	
	Spare Tire	

**ATTACHMENT A3
 BID SPECIFICATIONS AND SUBMISSION FORM**

Price Breakdown: Please provide a price breakdown of all applicable costs including delivery, title, destination and pick up charges, and any other costs not already included in the bid lease price of the new vehicles. Pricing shall be for the complete project including parts, material, labor, shipping, etc. Also include:

- Product literature and proposed floor plan.
- Warranty information and warranty service locations.
- Maintenance contract for vehicle pick-up, delivery, and loaner.

Lease Breakdown: The new vehicles to replace the existing fleet are to be leased through the vendor or a leasing company per the following arrangement: three 15-passenger buses as specified in the RFQ. The three buses would be leased for 4-years or 48-months. The lease should be a walk-away lease. *The lease start date should be February 20, 2018 with delivery of vehicles to the Crystal Lake Campus.*

The College desires to lease these vehicles with an annual payment option with payment in advance. The mileage would be at least 12,000 miles per year per bus. The mileage overage cost would be no more than \$.35/mile over the 12,000 per year. Also include pricing for 15,000 miles per year.

<i>Three 15-Passenger Buses</i>	12,000 miles per year	15,000 miles per year
<i>Yearly lease cost</i>	\$ _____	\$ _____
<i>Four year lease cost. Attach a lease amortization schedule indicating the annual interest rate for each year of the lease periods.</i>	\$ _____	\$ _____

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

Authorized Signature: _____ Date: _____

Bid Submitted By: _____ Title _____

Business Name: _____

Address: _____

Telephone: _____ Fax: _____ Email: _____

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 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 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: _____

ATTACHMENT E – W9 FORM

Form W-9 (Rev. August 2013) Department of the Treasury Internal Revenue Service	<h2 style="margin:0;">Request for Taxpayer Identification Number and Certification</h2>	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: <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) ▶ _____	Exemptions (see instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	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 <i>How to get a TIN</i> on page 3.	Social security number <table border="1" style="width:100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width:15%; text-align: center;"> </td> </tr> </table>								
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 <table border="1" style="width:100%; height: 20px; border-collapse: collapse;"> <tr> <td style="width:15%; text-align: center;"> </td> </tr> </table>								

Part II Certification	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below), and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.	

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.

Future developments. The IRS has created a page on irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. 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, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

TERMS AND CONDITIONS

- 1. Offer, Acceptance and Conflicting Terms:** This document is an offer and is neither an expression of acceptance nor a confirmation document. This offer is expressly limited to the terms hereof including delivery due date and will become a binding contract according to the terms and conditions between buyer and seller upon seller's acceptance hereof. Seller's commencement of performance of this order or seller's written acknowledgment hereof shall constitute acceptance. In addition to the terms and conditions set forth in this document, this contract shall include the following written specifications, notes, instructions and supplemental documents; and terms and conditions of this offer are hereby objected to by McHenry County College and waived by seller unless expressly agreed to by McHenry County College.
- 2. Billing and Payment Terms:** McHenry County College purchase order number is to be placed on all packages, bundles, crates, invoices, and correspondence pertaining to this purchase order. Mail all invoices to McHenry County College, Attention Accounts Payable. The payment terms for goods and services received from vendor based on this purchase order is governed by the Illinois Local Government Prompt Payment Act statute 50 ILCS 505. McHenry County College typically pays invoices 30-45 days from receipt. Per statute, the College must approve or disapprove an invoice within 30 days of receipt and such approved invoice must be paid within 30 days of said approval. No late fees can be charged to the College prior to this processing timeframe.
- 3. Taxes:** Do not include State and Local Sales Tax or Federal Excise Tax on any item or order. McHenry County College's Tax Exemption Identification No. is E9995-0332-07. A copy of the exemption number from the Illinois Department of Revenue will be furnished upon written request to the Purchasing Office of McHenry County College.
- 4. Delivery, Inspection and Rejection:** McHenry County College has a loading dock. Receiving hours are M-F 7:30am -12:00pm, 12:30pm-3:30 pm. The items are to be delivered to McHenry County College or to another location if so specified on the reverse side hereof. Irrespective of prior payment, all items delivered will be subject to final inspection and approval at McHenry County College, either upon delivery or when operating tests are possible after incorporation into buyer's products or equipment. Seller agrees to maintain prudent inspection and quality control systems. If the services of goods ordered herein do not meet the specifications required by this contract or otherwise do not meet the requirements for this contract, McHenry County College shall have the right to reject same. Goods rightly rejected after delivery may, all at the option of McHenry County College; be returned to seller either for reimbursement, credit, replacement or correction, all at the seller's expense including transportation both ways. Shipping charges must be prepaid and added to invoices. C.O.D. or collect shipments will not be accepted.
- 5. Assignment:** Seller will not, without McHenry County College's prior written consent, assign this order by its own act or by operation of law or otherwise and any such attempted assignment will be void in the event Seller attempts to assign this order. McHenry County College may, but will not be obligated to do so, cancel this order and terminate its obligations hereunder.
- 6. Indemnity:** Seller assumes liability for, and hereby agrees to indemnify, protect, save and keep harmless McHenry County College, its agents, employees, officers, directors, successors and assigns from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs and expenses, including legal expenses of whatsoever kind and nature, imposed on, incurred by or asserted against McHenry County College, its agents, employees, officers, directors, successors and assigns in any way relating to or arising out of the manufacture and delivery of Equipment and for actual or asserted infringements or any patents, trademarks, patent applications, or any other right alleged to cover the Equipment or its use.
- 7. Warranty:** Seller warrants that all services and articles will be merchantable and will be free from defect in material and workmanship, and will conform to applicable specifications, drawings, or descriptions furnished by McHenry County College.
- 8. Risk of Loss:** Regardless of whether or not the goods or equipment specified on the front side hereof are shipped FOB Destination, all risk of loss, damage, theft or destruction, partial or complete, to the Equipment, incurred or occasioned by any cause, circumstance or event of whatever nature will be borne by Seller until physical delivery of the Equipment to McHenry County College and Buyer's acceptance thereof, and will be borne by Seller on all rejected Equipment.
- 9. Modifications and Amendments:** This Order contains full, final and exclusive statement of the Agreement between Seller and McHenry County College and will not be rescinded, amended, modified, altered or changed except by a written agreement signed by both Seller and McHenry County College setting forth, in explicit terms, the rescission, amendment, modification, alteration or change.
- 10. Cancellation:** McHenry County College reserves the right to cancel order in whole or any reasonable part upon occurrence of the following: a) Seller fails to perform any of the provisions of this Purchase Order in any material respect, or b) Seller fails to make reasonable progress so as to endanger performance of this contract in accordance with its term, or c) Seller becomes insolvent (under any legal definition).
- 11. Compliance with Law:** Seller 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. Seller also certifies that the merchandise supplied meets both Illinois Life Safety Code and OSHA regulations.
- 12. Equal Employment Opportunity:** To the extent that Vendor is subject to governmental orders, rules or regulations pertaining to Equal Employment Opportunity and/or to the maintenance of Non-segregated Facilities. Vendor hereby certifies that it is complying therewith, including where applicable, the submission and/or filing of Equal Employment Opportunity Compliance Reports and/or Certificates and/or filing of Certificates on Non-segregated Facilities. Compliance with the rules and regulations of the F.E.P.C., Article III, Section 3.1, Equal Employment Opportunity clause is required.
- 13. Prevailing Wage Law:** The Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. shall be mandatory for all contractors and subcontractors who are hired by the College. The Act requires contractors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the prevailing rate of wages in the county where the work is performed. The Illinois Department of Labor periodically determine what rate is in various locales throughout the State, Illinois Prevailing Wage Act, June 26, 1941, as amended, being Section 39A-9 of Chapter 48 of the Illinois Revised Statutes, 1977.
- 14. Material Safety Data Sheets:** In compliance with the Toxic Substance Disclosure to Employees Act (P.A.83-240) vendor must provide Material Safety Data Sheets (MSDS) within 30 days of shipment of any and all hazardous substance ordered on this purchase order. All MSDS sheets must be sent to the Purchasing Office.
- 15. 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.
- 16. Contractor Certification:** The Seller certifies that the Seller is not barred from bidding on governmental contracts as a result of a conviction for either bid-rigging or bid-rotating under Article 33E of the Criminal Code of 1961.
- 17. Force Majeure:** Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes.
- 18. Web Accessibility:** As required by Illinois Public Act 095-0307, all information technology, including electronic information, software, systems, and equipment, developed or provided under this contract must comply with the applicable requirements of the Illinois Information Technology Accessibility Act Standards as posted at <http://www.dhs.state.il.us/iitaa>.
- 19. 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.