

Summary

McHenry County College requests proposals from companies to provide *Landscape Services for the Expansion of the Student Farm*.

Date Issued:	October 29, 2021
Service Requested:	Expansion of Center for Agrarian Learning Student Farm
RFP Closing Date/Time:	November 11, 2021 8:00am
RFP Opening Date/Time:	November 11, 2021 8:00am
RFP Contact:	Robert Tenuta, Chief Financial Officer/Treasurer BTENUTA@MCHENRY.EDU

Proposals must be delivered in person or by mail to the attention of Sandra Stegeman A246, McHenry County College, 8900 US Highway 14, Crystal Lake, IL 60012 on or before November 11, 2021, 8:00am 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 (RFP) 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 RFP 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 RFP format or binding specifications, may be rejected. Responding vendors must include the required information called for in this RFP. 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 RFP by posting notice of the change(s) on MCC's RFP website, www.mchenry.edu/bid. For this RFP, 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 November 18, 2021 Board meeting.

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



REQUEST FOR PROPOSAL

STUDENT FARM RENOVATION & LANDSCAPING PROJECT

RFP #10292021

Issue Date: October 29, 2021

RFP Response Deadline: November 11, 2021

RFP Bid Opening: November 11, 2021

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

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PART 0 - INSTRUCTIONS TO THE BIDDERS

INVITATION TO BID

McHenry County College (MCC) invites your firm to submit a proposal in accordance with this Request for Proposal (RFP) for the **STUDENT FARM RENOVATION & LANDSCAPING PROJECT** located on the Main campus in Crystal Lake, Illinois. Your response to this request will be evaluated to determine the qualifications of your firm. Proposals must adhere to the format and content of this RFP. Proposals will not be evaluated unless all parts requested are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration. The successful bidder shall be required to enter into a project agreement based on the specifications outlined in this RFP.

BACKGROUND

McHenry County College 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. The Shah Center, located at 4100 W. Shamrock Lane, McHenry, IL 60050,** is the Center for Corporate Training and the Illinois Small Business Development Center. The center provides training and assistance to over 600 area businesses and close to 9,000 individuals each year. Services range from one-on-one counseling for entrepreneurs to customized on-site employee training seminars.

CONTACT INFORMATION

The contact, identified below, is the sole point of contact regarding the RFP from the date of issuance until selection of the successful vendor.

Robert Tenuta
Chief Financial Officer/Treasurer
McHenry County College
8900 US Highway 14
Building A, Room 246
Crystal Lake, IL 60012
Email: btenuita@mchenry.edu

KEY EVENT DATES

MCC Issues RFP listed at www.mchenry.edu/bid RFP10292021 - Landscape Services	October 29, 2021
Mandatory Pre Bid Meeting	November 2, 2021 – 8:00am
Last day for vendors questions via email btenuta@mchenry.edu	November 5, 2021
Response to vendor questions will be listed by addendum at www.mchenry.edu/bid	November 8, 2021
Bid Due Date	November 11, 2021 – 8:00am
Bid Opening Date	November 11, 2021 – 8:00am
Recommendation to Board of Trustees	November 18, 2021
Notification of Award by	November 19, 2021
Contract Start Date	Date of Contract Full Execution
Project Manager Site Visits (9:00am-3:00pm)	Rickey Sparks AVP Facilities Management 815-455-8564

Questions may not be submitted by telephone. All questions must include: Reference to the specific section of the RFP in question; Contact name, telephone number fax number and email address.

Questions from RFP participants and the corresponding response will be shared with all bidders by email. All questions shall be received by November 5, 2021. Questions submitted after that time will not be addressed.

SUBMISSION OF PROPOSALS

In order to qualify for the work on this project, bidders must submit all information requested in the following bid forms.

All proposals must remain in effect for at least 60 days from submittal. McHenry County College has the sole discretion to: (a) reject any and all bid proposals, and (b) negotiate the modification of any and all proposals with any bidder in whatever manner it deems in its best interests. There is no guarantee, either expressed or implied, that award of a landscaping contract will be made to any firm.

CONTRACTOR INFORMATION

McHenry County College may request additional information, samples, or presentations in support of proposals. Additionally, McHenry County College may perform an interview with contractors under consideration to clarify any information provided, or to gather more evidence of managerial, financial, and technical abilities.

PROJECT TOURS

Before submitting a bid, each bidder shall have the opportunity to thoroughly examine the Project and fully understand the conditions that in any way may affect the work proposed. Failure to inspect the Sites will in no way relieve the successful contractor from the necessity of furnishing any materials or performing any labor necessary for the satisfactory completion of the work.

A project tour can be scheduled by contacting Rickey Sparks. All bidders are invited to

tour the property, on their own if they would like. Each bidder will be provided with property information on request. Inquiries for specific information must be submitted in writing and will be answered via addendum (see **Key Event Dates**).

PART 1 - GENERAL CONDITIONS

SCOPE OF WORK

The Landscape Contractor (hereinafter called the "Contractor") shall recognize and perform in accordance with all stated intents, specifications and stipulations contained or referenced herein (including section zero, "General Information Pertinent to Proposal Preparation")

Each bidder shall be responsible for researching the existing conditions and matters that affect the cost or performance of the services.

The Landscape Contractor shall furnish all labor, equipment, tools, services, skills, etc., required to install and maintain the project area in a safe condition throughout the contract period. Maintenance of plant materials shall include but not be limited to mowing, edging, pruning, fertilizing, watering and cleanup as may be required during the term of this agreement.

The intent is to maintain a Level 1 standard of maintenance as defined in the APPA Grounds Standards Index (documents attached to RFP) appearance of the property during the term of this agreement. Any discrepancies in the understanding of this clause shall be resolved in a manner as determined by Owner.

DURATION OF AGREEMENT

The term of the agreement shall cover the duration from the beginning of the project until its completion and the acceptance of completion by Owner.

QUALITY CONTROL

Work covered shall be performed by a single firm experienced in landscape design, beautification, and installation or of a similar nature and scope. Subject to approval of the Owner, the Contractor may subcontract any Work to be performed under this Contract. However, the election to subcontract Work shall not relieve the Contractor from responsibility or liability which it has assumed under this Contract and the Contractor shall remain liable to the same extent that its liability would attach, as if the Work had been performed by the Contractor's own employees.

By submitting the bid, the Contractor certifies as to meeting the following requirements:

1. Has completed within the past three (3) years a minimum of three (3) projects of similar nature and scope to the work being bid and the type of work completed is similar to that being bid.
2. Maintains a permanent place of business, with a minimum of five (5) years in business.
3. Has access to all necessary equipment and has organizational capacity and technical competence necessary to do the work properly and expeditiously.
4. Will provide a sworn financial statement upon request, which evidences the Bidder has adequate financial resources to complete the work being bid, as well as all other work the Bidder is presently under contract to complete.
5. Has a documented safety program with a history of satisfactory past performance.

6. The Landscape Contractor for work under this section shall be licensed by the State of Illinois to apply insecticides approved for use in the State of Illinois.
7. Has a record of satisfactorily completing past projects. Criteria which will be considered in determining satisfactory completion of projects by Contractor will include:
 - a. Completed past contracts in accordance with the Contract Documents.
 - b. Diligently pursued execution of the work and completed past contracts according to established schedules.

QUALIFICATIONS OF WORKERS

Bidding firm shall have in its employ, a minimum of one (1) currently Certified Landscape Professional (CLP) as recognized by the Associated Landscape Contractors of America (ALCA). The signed bid form statement shall include the seal and signature and expiration date of the Certified Landscape Professional on the staff of the Bidding Firm.

Bidding firm shall have in its employ, a minimum of one (1) currently Certified Landscape Technician: who is currently a Certified Landscape Technician (CLT) as recognized by the Associated Landscape Contractors of America (ALCA). The signed bid form statement shall include the seal and signature and expiration date of the Certified Landscape Technician on the staff of the Contractor.

INSURANCE

Throughout the term of this Agreement, the Contractor shall maintain at his sole expense, effective insurance covering his activities at the project premises. Said insurance shall be secured from a company(s) licensed to do business in the locale of the Project premises. The Contractor shall furnish the Owner with documentation of this insurance coverage. Such insurance shall be in the amounts stated below. Should the Owner require insurance in excess of these amounts, the Owner shall reimburse the Contractor to the actual cost of obtaining the required excess insurance.

1. Worker's Compensation Insurance:
 - a. As required by State of locale of the Project for all of the Contractor's employees engaged in Work associated with the Project.
 - b. The Contractor shall maintain Employer's Liability Insurance with a policy limit of not less than \$100,000 each accident, \$500,000 disease policy limit, \$100,000 disease each employee.

2. General Liability Insurance:

The Contractor shall maintain during the life of this Contract, and until one year after completion of this Contract, Commercial General Liability Insurance, including Products and Completed Operations for all claims that might occur in carrying out the Contract. Minimum coverage shall be \$1,000,000 per occurrence, \$1,000,000 general aggregate per project, combined single limit for bodily injury, personal injury and property damage. Such coverage shall be of the "occurrence" type form. Such General Liability coverage shall include employees of the Contractor as insured's.

3. Auto Liability Insurance:

Contractor shall procure and shall maintain during the life of the Contract, Commercial Automobile Liability Insurance for all owned, non-owned and hired vehicles that are used in carrying out the Contract. Minimum coverage shall be \$1,000,000 per occurrence combined single limit for Bodily Injury and property damage.

4. Scope of Insurance and Special Hazards:

The insurance required shall provide adequate protection for the Contractor against damage claims that may arise from operations under this Contract, whether such operation is by the insured and also against any of the special hazards that may be encountered in the performance of this Contract.

Each of the policies described above shall include the Owner as an Additional Insured as respects the activities carried out under this Contract.

5. Proof of Insurance:

Contractor shall provide a certificate of insurance from a company licensed to do business in the State of the Project locale indicating coverage is in place at the limits set forth in this Article. The insurer shall give the Owner thirty (30) day notice of cancellation or changes in coverage. The insurance certificate shall be provided before commencement of the Contract.

BONDS

PERFORMANCE & PAYMENT BONDS: A performance and payment guarantee will be required of the successful bidder and shall be mailed or delivered to the Owner. Execution of the agreement/contract will be made once Owner receives the Performance & Payment Bonds. The performance guarantee shall be in the form of a performance and labor/material payment bond(s) in the amount of One Hundred Percent (100%) of the Contract Amount, including alternates as selected by the Owner. The bond shall also guarantee the faithful performance of the Contractor's obligations under the Prevailing Wage Act. The aforementioned bond shall be issued for a 365-day period subsequent to the date of substantial completion, and shall also include the Contract Time, as defined in these Contract Documents. The bond shall be issued by a surety company which is acceptable to the Owner. Upon the Owner's receipt and acceptance of a performance and labor/material payment bond(s), the Owner shall promptly return the Contractor's bid guarantee.

INDEMNIFICATION

Contractor shall indemnify, reimburse and hold the Owner harmless against any and all claims, damages, causes of action, liabilities, expenses, costs and fees, including attorney fees, that Owner incurs arising out of or occurring in connection with Contractor's performance of the work pursuant to this Agreement.

PAYMENTS

Contractor shall submit an Application Payment/Invoice, to the Owner, for services on a monthly basis. The Owner shall render the Contractor regularly scheduled payments in remuneration for the Contractor's Maintenance Services in amounts as specified. Said payments shall be made in advance of each scheduled period, net (30) days from the Contractor's invoice date. Unpaid invoices over 30 days, shall incur a service and finance charge of 1.5% per month. Failure to pay any billing due shall entitle the Contractor, at their option, to withdraw their services with seven (7) days' notice.

The Owner shall give prompt reply to all questions or requests of the Contractor pertaining to the Project; and shall promptly approve or reject all Contractor submittals. The Owner

shall perform the final inspection(s) within five days of the date of notification by the Contractor of substantial completion of the Work.

CODES AND STANDARDS

Perform all work in compliance with applicable requirements of governing authorities having jurisdiction. The following publications of the issues listed below, but referred to hereafter by basic designation only, form a part of this specification to the extent designated by references thereto:

1. Federal Specifications (FS): O - F 241D, Mixed Commercial Fertilizer.
2. Comply with all Federal and State Department of Agriculture regulations for pest control which, in general, require that Contractors operating in infested areas thoroughly clean all equipment units before moving them to non-infested areas.

TAXES

The Bidder shall include in the bid, all Sales, Consumer, Use and other similar taxes required by law. The Owner's tax exemption identification number is E9995-0332.

PROJECT CONDITIONS

In order for the Contractor to properly perform and complete his work, the Owner must cooperate by providing him with access to the work areas and any staging, offloading or preparation areas that are required.

The Contractor shall be familiar with the Project premises and how the existing conditions will affect his work. The Contractor shall visit and examine the site to become acquainted with the adjacent areas, means of approach to the site and conditions of actual job site. Failure to visit the site or failure to examine any and all Contract Documents will in no way relieve the Contractor from necessity of furnishing any materials or equipment, or performing any work that may be required to complete the work in accordance with the RFP. Neglect of above requirements will not be accepted as reason for delay in the work or additional compensation.

The Owner shall provide full information regarding all requirements for the Project, not specifically contained herein, and shall establish and maintain an effective communications system with the Contractor throughout all phases of the Work.

SEQUENCING AND SCHEDULING

Upon acceptance of the Bid, the Contractor shall coordinate with the Owner to arrange a schedule of services and shall continue coordination at intervals set forth by the Owner.

The Owner shall diligently endeavor to facilitate the Contractor's work by providing reasonable access to all work areas during the project renovation. The Owner shall facilitate the Contractor's Services program by providing access to the project premises during both regular business hours and, as is necessary, at other times so that the Contractor can conduct both regular, scheduled maintenance and any special service(s). Further, the Owner shall assure the Contractor of the availability of off-loading and staging areas and other facilities required for the efficient performance of the work.

Contract shall consist of a complete, regularly scheduled program (and as agreed upon with Owner) for maintaining the health and appearance of the Project's landscape and plantings. These services shall be carried out by trained service technician(s) at all times. The Contractor is responsible for all aspects of landscape maintenance during the term of this agreement.

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.

PART 2 - STUDENT FARM RENOVATION & LANDSCAPING PROJECT

Removal of Existing Landscaping (see Appendix A)

Removal trees and shrubs on north property line
Removal of Junipers from southwest corner
Remove dead tree from west side of lot
Remove box elder from east side of lot
Remove select plants from the east property line

Construction/Hardscaping (see Appendix A)

Seat wall 40 linear feet x 21" high Unilock Ole Quarry with Cap
Grape vine and apple tree trellis construction (south end)
Arbor trellis construction
Vine trellis construction near tent
4 Planter boxes 28 linear feet Unilock Ole Quarry with Cap
3 Handicap-accessible seated planter boxes on legs

Plumbing (see Appendix A)

2 new water spigots installed with required underground plumbing to connect off the existing water line feed identified in appendix A.

1" Uponor AquaPEX White, approximate length of run is 220'

Pipe should be buried at least 5' deep or below the frost line

Planting areas Preparation (see Appendix A)

Approximately 3,500 square feet, shaped and rototilled
Topsoil and compost for planting areas
Topsoil and compost for planter boxes

Plant material installation (see exhibit A)

Trees (varietals can change)

- (2) Amelanchier grandiflora -Serviceberry 6'
- (1) Pyrus communis 'Summercrisp' - Summercrisp Pear 2"
- (1) Pyrus communis 'D'Anjou' - D'Anjou Pear 2"
- (1) Malus domestica 'Gala' - Gala Apple 2"
- (1) Malus domestica 'Fugi' - Fugi Apple 2"
- (1) Prunus arium 'Bing' - Bing Cherry 2"
- (1) Prunus arium 'Stella' - Stella Cherry 2"
- (1) Acer sacc. 'Green Mountain' - Green Mountain Sugar Maple 2.5"
- (1) Cercis canadensis- Eastern Redbud 6'

(2) *Corylus avellana* 'Contorta'-Contorted Filbert
(10) American Arborvitae @ 4'

Sod (see Appendix A)

Sod in between planting areas throughout (needs complete renovation in some areas, others less so)

Trash and Debris Removal

During project timeline the Contractor is responsible for removing trash and debris from the property as happened upon during contracted work.

Contractor shall perform all work so as to minimize impact on Owner's operations. Work areas shall be kept neat and orderly as the work allows. Adjoining areas shall be protected from dust and debris. Work areas shall be secured to protect against intrusion by non-employees of the Contractor. Contractor shall not allow large amounts of waste generated during hardscaping or landscaping activities to enter the College storm drain system (storm water pipes, catch basins, drainage ditches/swales or similar conveyances) where it may result in blockages or detrimental impacts to surface water quality or violate local, state, or federal environmental laws, where applicable.

Notwithstanding completed Work, all work areas shall be returned to their pre-construction condition prior to final payment.

OTHER INFORMATION

All hardscaping and ground work should be completed by November 31, 2021. If weather conditions or supply chain logistics prevent the completion, a reasonable solution will be worked out between the Contractor and Owner, but should not alter the bid results.

Planting or vegetation work can be installed in early spring or when it shall be safe to ensure the survival of the plantings.

A Pre-Bid Meeting is mandatory for this project and is scheduled for Tuesday November 2, 2021 at 9:00 a.m. at the Owner's address in the Board Room A217. All contractors are highly encouraged to walk the site. Contractors may request a site visit by contacting Rickey Sparks rsparks@mchenry.edu.

PART 3 - MISCELLANEOUS PROVISIONS

OWNERS RESPONSIBILITIES & RIGHTS

The Owner shall facilitate the Contractor's Services Program by providing access to the Project premises during both regular business hours and, as is necessary, at other times so that the Contractor can conduct both regular scheduled landscape services and any special services.

MISCELLANEOUS CONTRACT PROVISIONS

ARBITRATION

Unless otherwise stipulated herein, all claims, disputes, and other matters in question, arising out of this agreement, between the parties to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining. No arbitration, arising out of or relating to this Agreement, shall include, by consolidation, joinder or any other manner, any additional person or a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Contractor, the Owner and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any dispute not described therein or with any person not named or described therein. This Agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties hereto shall be specifically enforceable under the prevailing arbitration law.

Notice of demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

TERMINATION OF AGREEMENT

Owner may terminate this Agreement at any time for any reason by providing Contractor with a thirty (30) day notice of termination.

In the event of termination not the fault of the Contractor, the Contractor shall be compensated for all products and services supplied to the termination date

CONFLICT OF LAWS, ASSIGNMENT & INTEGRATION CLAUSES

Unless otherwise specified, this Agreement shall be governed by the law of the State of Illinois.

Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party with respect to all covenants of this Agreement. Neither the Owner nor the Contractor shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

This Agreement represents the entire and integrated agreement between the Owner and the Contractor and supersedes all prior negotiation, representations or agreements; either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and the Contractor.

PREVAILING WAGE ACT

To the extent required by law, contractor shall not pay less than the prevailing wage as established pursuant to an Act Regulating The Wages of Laborers, Mechanics, and Other Workman employed under Contract for Public Workers 820 ILCS 130/1 *et seq.* Contractor shall submit certified payrolls and shall perform all other obligations required by said Act.

HUMAN RIGHTS ACT

To the extent required by law, contractor shall abide by the Illinois Human Right Act, 775 ILCS 10/0.01 *et seq.*

DRUG FREE WORKPLACE

To the extent required by law, contractor shall abide with the requirements of the Drug Free Workplace Act 30 ILCS 580.1 *et seq.*

SEXUAL HARASSMENT POLICY

Contractor represents by the signing of this Agreement that it has a written sexual harassment policy that is in accordance with 775 ILCS 5/2-105 (A)(4)

PART 4 - BID FORMS

Proposals must adhere to the format of these bid forms and content of this RFP. Proposals will not be evaluated unless all parts of the bid form are submitted in a complete package. The information set forth is the minimum required in order to qualify for consideration.

Firm Name

Address

City, State, Zip

Telephone

Date

STUDENT FARM RENOVATION & LANDSCAPING PROJECT:

In compliance with your Invitation to Bid, we propose to furnish all materials, labor, equipment and services necessary to complete the STUDENT FARM RENOVATION & LANDSCAPING PROJECT for an total fee of (inclusive of all state and local sales tax):

Total Bid for Project:

_____ Dollars (\$_____).

Alternates:

N/A

BID FORM PRICE AUTHORIZATION

By signing this bid form, such action certifies that the Bidder has personal knowledge of the following:

That said Bidder has examined the RFP and specifications, carefully prepared the bid form, and has checked the same in detail before submitting said bid; and that said bidder, or the agents, officers, or employees thereof, have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this bid.

That all of said work will be performed at the Bidder's own proper cost and expense. The Bidder will furnish all necessary materials, labor, tools, machinery, apparatus and other means of construction in the manner provided in the applicable specifications, and at the time stated in the contract.

The undersigned, being a reputable Landscape Contractor and having submitted the necessary pre-qualification forms, hereby submits in good faith and in full accordance with all specifications, attached or integral, his/her Bid Proposal for the landscape services of:

Project Name

Name of Contractor

Authorized Signature

Name & Title of Signatory

Type of Organization: Corporation, Partnership, Proprietorship

SEAL:

(if corporation)

BIDDER QUALIFICATIONS:

In order to qualify for the landscape work on this Project, bidders must submit all information requested in the following pages.

INSURANCE REQUIREMENTS

Submit a certificate of Insurance from your insurance agent or insurance company that evidences your company's ability to obtain the following minimum insurance requirements. Attach and label as Exhibit 1.

1. Workers Compensation

Coverage A:	Statutory	
Coverage B:	\$500,000	Bodily Injury by Accident for Each Accident
	\$500,000	Bodily Injury by Disease for Policy Limit
	\$500,000	Bodily Injury by Disease for Each Employee

2. Commercial Auto Liability Insurance for All Owners, Non-Owned and Hired Autos.

\$1,000,000	Combined Single Limit for Bodily Injury and Property Damage Liability
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3. Commercial General Liability Insurance

\$2,000,000	General Aggregate
\$1,000,000	Products/Completed Operations Aggregate
\$1,000,000	Personal and Advertising Injury Limit
\$1,000,000	Combined Single Limit Bodily Injury & Property Damage - Each Occurrence

4. Umbrella/Access Liability Insurance

\$2,000,000	Each Occurrence
-------------	-----------------

SUMMARY OF EXPERIENCE

Company Name: _____
Main Office Location: _____

Contact Name: _____
Phone #: _____
FAX# _____
Email _____

Year Company founded _____ Years
in Landscape Services: _____ Last calendar
year landscape services volume _____

• Yes • No Have you ever operated a landscaping business under another name?

If so list previous name:

• Yes • No Have you ever defaulted on a project? If so please explain:

• Yes • No Do you have ALCA Certified Landscape Professionals on staff? If yes, please list them and attach a copy of their current certificate and label as Exhibit 2:

_____ Expiration Date _____
_____ Expiration Date _____

• Yes • No Do you have ALCA Certified Landscape Technician(s) on staff? If yes, please list them and attach a copy of their current certificate and label as Exhibit 3:

_____ Expiration Date _____
_____ Expiration Date _____

• Yes • No Do you have on staff a Licensed Pesticide Applicators licensed in the State of the Project's locale? If yes, please list those who will be assigned to maintain the project and attach and label their current certificates as Exhibit 4:

_____ License # _____
_____ License # _____

• Yes • No Are you a current member in good standing with the Associated Landscape Contractors of America (ALCA)?

List other industry association memberships:

List other services you provide:

List industry awards:

QUALITY ASSURANCE PROCEDURES

Services:

Submit one copy of the service reporting form used to communicate actions taken. Attach and label as Exhibit 1.

Do service technicians carry pagers or cell phones?

Quality Assurance:

For this project we will schedule quality assurance visits _____ times during the term of this agreement. Attach copy of the Quality Assurance Report and label as Exhibit 2.

Describe your quality control procedures:

Describe any other services scheduled:

Describe your method for handling customer complaints/problems:

REFERENCES

Complete and submit the following for three (3) projects of similar complexity as the project specified. Include a minimum of 2 photographs of each project and label appropriately. (Duplicate the form as required)

Name of Project: _____

Address of Project: _____

Management Company: _____

Contact Person: _____

Telephone Number: _____

Email: _____

Description of Work:

Other Remarks:

LABOR ESTIMATES: N/A

CONTRACTOR CERTIFICATION

Illinois Revised Statute 1987
Chapter 38, Sections 33E-3 and 33E-4

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

Under penalty of perjury, the undersigned Contractor certifies that this proposal has not been arrived at collusively or otherwise in violation of Federal or Illinois antitrust laws.

Company Name _____

By* _____

Address _____

City/State/ZIP _____

* Must be actual signature in ink of a representative of Contractor authorized to legally commit the Contractor.

Section 33E-5(b) pertains to disclosure of information related to the terms of a bid and any bidder's responsiveness to a request for bids. Specifically, district officials or employees must not knowingly open a sealed bid at a time or place other than as specified by the district. Also, any official who knowingly discloses any information related to the terms of a sealed bid or any bidder's responsiveness to the request for bids commits a class 3 felony. This section does allow, however, that no violation occurs if any disclosure made to an interested person also is made generally available to the public. **CONSEQUENTLY, COLLEGES SHOULD BE CAUTIOUS NOT TO DISCLOSE ANY INFORMATION THAT IS NOT RELEASED TO THE PUBLIC.**

Section 33E-6 contains several provisions potentially impacting College purchasing procedures. **SPECIFICALLY, A PERSON COMMITS A CLASS 4 FELONY WHEN INFORMATION CONCERNING THE SPECIFICATIONS OF A CONTRACT IS KNOWINGLY CONVEYED TO A BIDDER OR PROSPECTIVE BIDDER OTHER THAN THROUGH THE BID INVITATION, PRE-BID CONFERENCE, OR CONTRACT SOLICITATION PROCEDURE.** Thus, once an INVITATION FOR BID for a particular contract is released, MCC cannot respond to individual inquiries from bidders. Likewise, no information may be volunteered concerning potential Subcontractors if the contract involves subcontracting work.

LETTER TO CONTRACTORS

Subject: OSHA HAZARDOUS COMMUNICATION STANDARD

To Whom It May Concern:

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.

If we can be of any further assistance, please feel free to contact me at 815-759-7833.

Sincerely,

McHenry County College

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: <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.)	Requestor'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.

Social security number																					
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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																					
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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 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.

Appendix A: Proposed Area/Site of Work



