

## Summary

McHenry County College requests proposals from companies to provide ***Landscape Maintenance Service***.

Date Issued: March 11<sup>th</sup>, 2024  
Service Requested: Landscape Maintenance Service  
RFP Closing Date/Time: April 4<sup>th</sup>, 2024 – 8:00 a.m.  
RFP Opening Date/Time: April 4<sup>th</sup>, 2024 – 8:00 a.m.  
RFP Contact: Dr. David Dammon- AVP Physical Facilities  
[DDAMMON@MCHENRY.EDU](mailto:DDAMMON@MCHENRY.EDU)

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Proposals must be delivered to the Business Office A246, attention of Maricella Garza, Business Services Specialist, McHenry County College, 8900 US Highway 14, Crystal Lake, IL 60012 on or before April 4<sup>th</sup>, 2024, 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](http://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 April 25<sup>th</sup>, 2024 board meeting.

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



**REQUEST FOR PROPOSAL**

**Landscape Maintenance Service**

**RFP #04042024**

**Issue Date: March 11<sup>th</sup>, 2024**

**RFP Response Deadline: April 4<sup>th</sup>, 2024 8 AM**

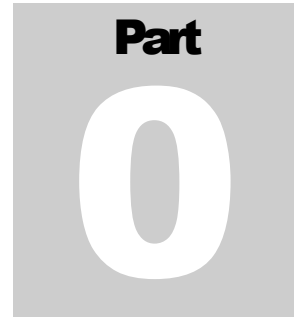
**RFP Bid Opening: April 4<sup>th</sup>, 2024 8 AM**

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**

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***INVITATION TO BID***

McHenry County College (MCC) invites your firm to submit a proposal in accordance with this Request for Proposal (RFP) for ***Landscape Maintenance Service*** for its two campuses located in Crystal Lake, Illinois and McHenry, 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 landscape maintenance 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 University Center, located at 222 East Church Street, Woodstock, IL 60098,** is the Center for Corporate Training and Undergraduate Degrees. The center provides training and assistance to over 600 area businesses and close to 9,000 individuals each year..

***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.

Dr. David Dammon  
Assistant Vice President- Facilities  
McHenry County College  
8900 US Highway 14  
Building A, Room 154  
Crystal Lake, IL 60012  
Email: [ddammon@mchenry.edu](mailto:ddammon@mchenry.edu)

**GENERAL CONDITIONS**

**KEY EVENT DATES**

MCC Issues RFP listed at <a href="http://www.mchenry.edu/bid">www.mchenry.edu/bid</a> RFP04042024 - Landscape Maintenance	March 11 <sup>th</sup> , 2024
Last day for vendors questions via email <a href="mailto:ddammon@mchenry.edu">ddammon@mchenry.edu</a>	March 22 <sup>nd</sup> , 2024
Response to vendor questions will be listed by addendum at <a href="http://www.mchenry.edu/bid">www.mchenry.edu/bid</a>	March 25 <sup>th</sup> , 2024
Bid Due Date	April 4 <sup>th</sup> , 2024 – 8:00am
Bid Opening Date	April 4 <sup>th</sup> , 2024- 8:00am
Recommendation to Board of Trustees	April 25 <sup>th</sup> , 2024
Notification of Award by	April 26 <sup>th</sup> , 2024
Contract Start Date	May 1 <sup>st</sup> , 2024
Project Manager Site Visit (9:00am-3:00pm)	Dr. David Dammon 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 March 25<sup>th</sup>, 2024**. Questions submitted after that time shall 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. **Submit one (1) original via email.**

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 Dr. David Dammon AVP Facilities. 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**

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***SCOPE OF WORK***

The Landscape Maintenance 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 maintain the landscape in an attractive condition throughout the contract period. Maintenance of plant materials shall include but not be limited to mowing, edging, pruning, fertilizing, watering and cleanup.

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. Grass cutting will take place only 1 time per week. There will be NO snow removal involved in this contract. 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 be for a period of three (3) years with an option to renew for an additional two (2), one (1) year periods at the discretion of the Owner.

***QUALITY CONTROL***

Work covered shall be performed by a single firm experienced in landscape maintenance 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.

## **GENERAL CONDITIONS**

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 Maintenance 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.

**GENERAL CONDITIONS**

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.

**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.



## **LANDSCAPE SERVICES**

### **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 during maintenance services. 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. 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.

**LANDSCAPE SERVICES**

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 the 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 - LANDSCAPE SERVICE**

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TURF MAINTENANCE

**Turf Mowing**

Lawns shall be mowed at the appropriate height to keep a neat appearance, between 3.25"-3.5" with no more than 1/3 of the leaf blade being removed at each mowing. Once mowing cycle has begun, work must be continuous until cycle is complete. Considering the topography, the Contractor is required to use the proper mowing equipment to provide a high-quality cut and minimize the occurrence of unnecessary scalping due to uneven terrain. Mowing equipment shall be maintained to give a clean level cut.

Permanent fixtures in the turf areas are to be trimmed with weed-eaters to avoid unsightly growth at the base. Care is to be taken at all times when operating around fixtures to prevent damage to them.

Special care should be taken to prevent cutting machines from contacting tree bases.

Turf maintenance should follow species specific guidelines established from an agreed upon expert source such as the University of Illinois Extension service.

**Turf Edging**

Edging and trimming along curbs, walks, bed edges, and tree wells shall be done to keep a neat appearance. All hard edges shall be mechanically edged once per month during the growing season. Mow strips shall be treated with a non-selective herbicide as needed.

Turf along curbs and sidewalks that cannot be addressed with routine edging operations due to broken curbs or uneven borders are to be treated chemically and/or physically removed with a spade.

Edging that cannot be addressed during regular visits, due to vehicle obstructions, is to be discussed with the owner to achieve a solution.

Shah Center-The Solar Panel Array will need particular attention paid to edging and trimming of the graveled areas in the solar panel array and around all stanchions, control panels and the fencing. There are to be no weeds or grasses growing higher than 4" throughout the Solar Array area.

## **LANDSCAPE SERVICES**

### **Turf Fertilization & Weed Control**

Well-balanced fertilizer shall be used to maintain a healthy green color and shall be applied based upon Contractor's knowledge and needs of the area. The Contractor shall coordinate with the Grounds Manager at the college for types of fertilizer to be used. 4 applications a year will be done.

All lawn areas shall be treated with crabgrass prevention and broadleaf weed control products as necessary.

Do not allow chemicals to leach into shrub and bed areas and into tree root systems. Clean up all fertilizer materials from paved areas immediately after application. If such products are spilled the contractor must respond promptly to collect and properly dispose of the spilled product and clean up the impacted area. Spills should also be reported by the contractor to appropriate environmental regulatory agencies in accordance with the law.

### **Trash and Debris Removal**

During routine maintenance visits the Contractor is responsible for removing trash and debris from the property as happened upon during contracted work. Excessive clippings are to be collected and removed from the job site at the end of each visit. Clippings are not to be left overnight for removal the following day. The use of bagging attachments is recommended but not required.

Curbs, sidewalks, etc., are to be cleaned with mechanical blowers and/or brooms to maintain a neat appearance. Contractor shall not allow large amounts of waste generated during landscaping or mowing 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.

### **TREE AND SHRUB MAINTENANCE**

Maintain all trees within the project area in the natural shape and size for the particular species. Prune as needed throughout the year, or whenever hazardous conditions exist. Remove low hanging, dead or damaged limbs and foliage four (4) inches in diameter or smaller seven (7) feet above the ground that interfere with vehicular or pedestrian traffic as needed. Ornamental flowering trees are to be pruned at the proper time of year to encourage maximum flower production. Dead or damaged portions of trees should be removed whenever possible.

Shrubs shall be pruned to retain their natural shape, to promote bloom, and to meet accepted horticultural practices. Prune as needed throughout the year. In some instances unscheduled pruning may have to occur in order to comply with the Department of Transportation sight distance guidelines or building security issues. The College will notify the contractor when these situations occur. Remove broken or damaged branches upon detection. Growth shall be kept from encroaching on signs, walkways, driveways, and ventilation units.

Prune flowering shrubs immediately after blooming so that later pruning will not remove next season's flowers.

All formal hedges shall be sheared to maintain desired shape and height.

Dead or damaged portions of plants shall be removed whenever possible.

All plant material will be fertilized with a balanced slow-release fertilizer in the dormant

## **LANDSCAPE SERVICES**

season and supplemented throughout the year as necessary to maintain vigorous healthy plant material. If such products are spilled the contractor must respond promptly to collect and properly dispose of the spilled product and clean up the impacted area. Spills should also be reported by the contractor to the appropriate environmental regulatory agencies in accordance with the law.

Contractor shall monitor trees and shrubs for signs of disease and insect infestations. If plants are affected appropriate recommendations for treatment shall be submitted to the Owner. When insect and/or disease problems are detected, legally approved chemicals are to be used to treat the problem.

Deep cut selective pruning and hard cutbacks will be performed on plant material during winter months, for corrective and restorative purposes. Owner shall be informed before any drastic cutbacks are performed.

All mulched shrub beds, maintained natural areas and walking paths, are to be treated with pre-emergence and post-emergence chemicals to control weeds. Weeds more than 2" tall are to be removed by hand and disposed of. Weeds less than 2" tall are to be treated with legally approved post-emergence herbicides.

All pruning debris is the responsibility of the Contractor. No debris may be disposed of on-site without the expressed permission of the customer.

All tree and shrub maintenance will follow species specific guidelines established from an agreed upon expert source such as the University of Illinois Extension service.

## **GROUND COVER & BEDS**

Open ground between plants shall be kept weed-free using mechanical or chemical methods. All plant material shall be free of insect and disease. At all times public and environmental safety is to be considered when applying pesticides. Groundcovers shall be fertilized, with a complete fertilizer, as appropriate and as recommended by the Contactor .Litter and debris shall be removed during maintenance visits in order to ensure a neat appearance.

Soil surfaces shall be raked smooth and cultivated regularly. Vines shall be trimmed neatly against supporting structures and kept within bounds. Groundcovers shall be kept trimmed within curbs and along walkways. They shall not be allowed to grow into or through shrubs or other plantings. Sign faces and windows shall be kept clear of encroaching growth.

## **MULCH**

Mulch should be installed one time per year, in April or early May before the college has the graduation ceremony, to a depth of 4". The mulch should be wheel barrowed in and not blown in. There should be no thin or bare areas. Mulch should not "volcano" up the tree trunks. **The mulch will be included in your proposal price.**

Mulch beds should be spade edged one time per year, at time new mulch is installed. Do not allow mulch to cover drain pipes, lights or other structures. Remove piles of leaves and leaves covering plant materials prior to mulching beds.

Use pre-emergent and post emergent herbicides and hand weeding to keep mulched areas free of weeds shall be done on a weekly basis.

## **EXTERIOR COLOR MAINTENANCE**

Spent or dead blooms, including stems, declining foliage and plant debris shall be removed to encourage continued blooming and maintain a neat appearance.

## **LANDSCAPE SERVICES**

Plants shall be fertilized with either a balanced liquid or bloom-inducing fertilizer to promote lushness and colorful displays.

Plants shall be monitored for the presence of insects or diseases and shall be treated accordingly. An Integrated Pest Management (IPM) strategy, emphasizing least toxic choices, preventative cultural practices and most effective and cost-efficient results shall be implemented.

Soil shall be cultivated periodically to promote adequate aeration and to counteract the effects of soil compaction. Soil surfaces shall be left smooth to maintain a neat appearance.

Litter shall be removed as color is generally in a focal area. Color beds and containers shall not be void of plant material at any time. Should any plant material need to be replaced due to any type of damage a proposal for replacement shall be submitted and approved by the Owner prior to replacement installation. The Owner agrees to be financially responsible to replace plant materials on a timely basis.

## **SPORTS FIELDS**

All sports fields will be maintained to the highest standards for NCJAA Athletics.

The scope of work is as follows:

- All fields will be cut to 2.5 inches twice weekly from April Until June 1<sup>st</sup>, then a minimum of once weekly
- All grass blown off and bagged for a professional appearance after each mowing
- Spring and Fall Aeration
- Weed and Grub Control Applied May, June, and September
- Edging of all grass to dirt lines inside and outside of play including bullpens and batting cages weekly
- Weed control and pulling in all sand/dirt/gravel areas inside and around the fields weekly
- Fields fertilized monthly

## **OTHER SERVICES TO BE PROVIDED**

Spring Clean-Up shall be performed as follows and should be included in the pricing. Spring clean-up shall include, but not be limited to, leaf removal from all beds, turning flower beds as appropriate, remove winter wrapping and remove any sand and gravel from beds and lawns.

**Fall Clean-Up shall be performed as follows** and should be included in the pricing. Fall clean up shall be in late fall after all leaves have fallen from the trees in the area. Work shall include, but not be limited to, leaf removal from all areas of the property, removal of all dead annual, cut back perennial plantings appropriately, wrap trees to prevent sunscald, covering of beds necessary to protect plants, etc.

The Contractor shall establish and maintain an effective communication system with the Owner.

**PART 3 - MISCELLANEOUS PROVISIONS**

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***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.

The Owner retains the right to continue Landscape Maintenance Services Phase for an additional two (2) years. The fee for each additional year of service shall be the initial base service fee, plus an increase, by minimum amount, to be determined by reference to the Consumer Price Index for Urban Wage Earners and Clerical Workers in the Midwest Regional Area, published by the U.S. Department of Labor, Bureau of Labor Statistics. If the Index is no longer maintained, such other Index or Standard, as will most nearly accomplish the purpose of the Consumer Price Index shall be used in determining the adjustment.

***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.

## **MISCELLANEOUS PROVISIONS**

### ***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 - B I D F O R M S**

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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

**YEARLY LANDSCAPE SERVICES BID:**

In compliance with your Invitation to Bid, we propose to furnish all materials, labor, equipment and services necessary to perform the Landscape Maintenance Services for a period of three (3) years for the landscaping and color bed work for the above stated project, for an annual fee of (inclusive of all state and local sales tax):

---

Crystal Lake Location (including sports fields)

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per Year.

Woodstock Location

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per Year.

Total Both Locations

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) per Year.

---

**B I D F O R M S**

***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)

**B I D F O R M S**

**BIDDER QUALIFICATIONS:**

In order to qualify for the interior 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
\$50,000	Fire Legal Limit
\$5,000	Medical Payment

4. Umbrella/Access Liability Insurance

\$2,000,000	Each Occurrence
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**B I D F O R M S**

**SUMMARY OF EXPERIENCE**

Company Name: \_\_\_\_\_  
Main Office Location: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Phone #: \_\_\_\_\_  
FAX# \_\_\_\_\_  
Email \_\_\_\_\_

Year Company founded \_\_\_\_\_  
Years In Landscape Maintenance: \_\_\_\_\_  
Last calendar year landscape maintenance 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)?  Yes  No

List other industry association memberships:

List other services you provide:

List industry awards:

**B I D F O R M S**

**QUALITY ASSURANCE PROCEDURES**

**Services:**

Submit one copy of the service reporting form used to communicate actions taken. Attach and label as Exhibit 5.

Do service technicians carry pagers or cell phones?  Yes  No

**Quality Assurance:**

For this project we will schedule quality assurance visits \_\_\_\_\_ times per year. Attach copy of the Quality Assurance Report and label as Exhibit 6.

Describe your quality control procedures:

Describe any other services scheduled:

Describe your method for handling customer complaints/problems:

**B I D F O R M S**

**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: \_\_\_\_\_

Monthly Contract Amount:

less than \$500     \$501 - 1,000     \$1,001 - \$2,000     \$over 2,000

Years Serviced:

less than 1 year     1 - 3 years     3 - 5 years     5 - 10 years     over 10 years

Description of Work:

Other Remarks:

**B I D F O R M S**

**LABOR ESTIMATES: MAIN CAMPUS**

Detail your labor estimates, based on the specified number of occurrences per year, for the following services (these estimates are required for the Owner to properly evaluate the Contractors Bid Proposal)

Work Description (item, unit measure)	Estimated Labor Per Occurrence	Occurrences Per Year	Total Annual Service Fee
1. Spring Cleanup, (hrs. of labor per occurrence)		<b>1</b>	
2. Mowing & Trimming of all turf areas, including cleanup after maintenance of all sidewalks, drives, etc. (hrs. of labor per occurrence)		26 minimum	
3. Edging of all sidewalks, driveways and curbs (hrs. of labor, per occurrence)			
4. Flower beds' chemical & manual weeding & deadheading (hrs. of labor per occurrence, based on a May 15 <sup>th</sup> installation date)		22 minimum	
5. Fertilizing flower beds & containerized flowers (hrs. of labor per occurrence)		3 minimum	
6. Landscape planting bed & tree base weed removal by chemical & manual means (hrs. of labor per occurrence)		8 minimum	
7. Fall Cleanup, includes summer annual flower removal. (hrs. of labor per occurrence)		3 minimum	
8. Applications of fertilizer and weed preventers to all turf areas (hrs. of labor per occurrence)		3	
9. Shrub shaping (hrs. of labor per occurrence).		3	
10. Shrub Fertilization (hrs. of labor per occurrence)		1	
11. Irrigation System Spring Start Up/Winterizing	-	1	
12. SPORTS FIELDS PER CONTRACT	-		
13. EXTRA WEEK OF SERVICES AS NEEDED		1	
Total (total hours in first column & total annual fee, without sales tax, in third column)		-	

**B I D F O R M S****LABOR ESTIMATES: UNIVERSITY CENTER**

Detail your labor estimates, based on the specified number of occurrences per year, for the following services (these estimates are required for the Owner to properly evaluate the Contractors Bid Proposal)

Work Description (item, unit measure)	Estimated Labor Per Occurrence	Occurrences Per Year	Total Annual Service Fee
1. Spring Cleanup, (hrs. of labor per occurrence)		<b>1</b>	
2. Mowing & Trimming of all turf areas, including cleanup after maintenance of all sidewalks, drives, etc. (hrs. of labor per occurrence)		26 minimum	
3. Edging of all sidewalks, driveways and curbs (hrs. of labor, per occurrence)			
4. Flower beds' chemical & manual weeding & deadheading (hrs. of labor per occurrence, based on a May 15 <sup>th</sup> installation date)		22 minimum	
5. Fertilizing flower beds & containerized flowers (hrs. of labor per occurrence)		3 minimum	
6. Landscape planting bed & tree base weed removal by chemical & manual means (hrs. of labor per occurrence)		8 minimum	
7. Fall Cleanup, includes summer annual flower removal. (hrs. of labor per occurrence)		3 minimum	
8. Applications of fertilizer and weed preventers to all turf areas (hrs. of labor per occurrence)		3	
9. Shrub shaping (hrs. of labor per occurrence).		3	
10. Shrub Fertilization (hrs. of labor per occurrence)		1	
Total (total hours in first column & total annual fee, without sales tax, in third column)			



**B I D F O R M S**

**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 19101200) 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) 355-9374.

Sincerely,

Dr. David J. Dammon  
McHenry County College

**EXCEPTIONS TO BID**

**(PLEASE LIST BELOW, ATTACH SHEETS IF NECESSARY):** Any exceptions, variations, or clarifications to the Specifications must be set forth on this form and included with the Bid Proposal Form. These exceptions must be spelled out in detail, numbered, and make reference to exact page number for easy comparison.

Failure of the bidder to note on this form any and all exceptions to any portion of the specifications, means that the bidder must meet or exceed in all respects any and all specifications not so noted.

Failure to denote exceptions in the above manner may be cause for rejection of the entire bid.

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Form **W-9**  
(Rev. March 2024)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give form to the  
requester. Do not  
send to the IRS.

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	2 Business name/disregarded entity name, if different from above.		
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.  <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"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>		(Applies to accounts maintained outside the United States.)
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	6 City, state, and ZIP code		
	7 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 line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
					-				
or									
Employer identification number									
					-				

**Note:** If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

## 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); and
- 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 for Part II, later.

<b>Sign Here</b>	Signature of _____	Date _____
	U.S. person	

## General Instructions

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

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

**SECTION 00 43 39 – MCC BUSINESS ENTERPRISE PROGRAM - MINORITIES, FEMALES, AND PERSONS WITH DISABILITY PARTICIPATION AND UTILIZATION PLAN**

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The Business Enterprise Program for Minorities, Females, and Persons with Disabilities Act (BEP) establishes certain goals for community colleges contracting with businesses that are owned and controlled by persons who are minorities (MBE), women (WBE), or persons with disabilities (DBE) (collectively, BEP certified vendor(s)).

**Contract Goal to be Achieved by Vendor:** This solicitation includes a specific BEP participation goal of 20% of the total dollar amount of the contract.

**The BEP participation goal is applicable to all bids or offers.** McHenry County College (College) will award this contract to a Vendor that meets the goal or makes good faith efforts to meet the goal. This goal is also applicable to change orders and allowances within the scope of work provided by the BEP certified vendor. If Vendor is a BEP certified vendor, the entire goal is met and no subcontracting with a BEP certified vendor is required; however, Vendor must submit a Utilization Plan indicating that the goal will be met by self-performance. Failure to complete a Utilization Plan or provide good faith effort documentation shall render the bid or offer non-responsive or not responsible and subject to rejection and/or disqualification in the College's sole discretion.

The following are guidelines for Vendor's completion of the Utilization Plan. **Please read the guidelines carefully.** A format for the Utilization Plan is included in this section. Vendor should include any additional information that will add clarity to Vendor's proposed utilization of certified BEP vendors to meet the targeted goal. The Utilization Plan must demonstrate that Vendor has either: (1) met the entire contract goal or (2) made good faith efforts towards meeting the goal. Any submission of good faith efforts by Vendor shall be considered as a request for a full or partial waiver.

To meet the College's BEP participation goals, Vendor, or Vendor's proposed Subcontractor(s), must be certified with the Business Enterprise Council as a BEP certified vendor. If Vendor or Vendor's proposed Subcontractor(s) are not BEP certified vendors but do meet the definition of MBE, WBE, or DBE companies as set forth in 30 ILCS 575/2, Vendor shall have the burden of submitting sufficient evidence of the company's ownership. The College shall have the sole discretion of whether to accept non-BEP certified vendors and applying said contracts towards its BEP participation goals.

1. If applicable where there is more than one prime vendor, the Utilization Plan should include an executed Joint Venture Agreement specifying the terms and conditions of the relationship between the parties and their relationship and responsibilities to the contract. The Joint Venture Agreement must clearly evidence that the BEP certified vendor will be responsible for a clearly defined portion of the work and that its responsibilities, risks, profits and contributions of capital, and personnel are proportionate to its ownership percentage. It must include specific details related to the parties' contributions of capital, personnel, and equipment and share of the costs of insurance and other items; the scopes to be performed by the BEP certified vendor under its supervision; and the commitment of management, supervisory personnel, and operative personnel employed by the BEP certified vendor to be dedicated to the performance of the contract. Established Joint Venture Agreements will only be credited toward BEP goal achievements for specific work performed by the BEP certified vendor. **Each party to the Joint Venture Agreement must execute the bid or offer prior to submission of the bid or offer to the College.** The contract will not be awarded to Vendor unless the College approves the Vendor's Utilization Plan and Joint Venture Agreement, if applicable.
2. **Calculating BEP Certified Vendor Participation:** The Utilization Plan documents work anticipated to be performed, or goods/equipment provided, by all BEP certified vendors and paid for upon satisfactory completion/delivery. Only the value of payments made for the work actually performed by

BEP certified vendors is counted toward the contract goal. Applicable guidelines for counting payments attributable to contract goals are summarized below:

- 2.1. The value of the work actually performed or goods/equipment provided by the BEP certified vendor shall be counted towards the goal. The entire amount of that portion of the contract that is performed by the BEP certified vendor, including supplies purchased or equipment leased by the BEP certified vendor shall be counted, except supplies purchased and equipment rented from the Prime Vendor submitting this bid or offer.
- 2.2. A vendor shall count the portion of the total dollar value of the BEP contract equal to the distinct, clearly defined portion of the work of the contract that the BEP certified vendor performs toward the goal. A vendor shall also count the dollar value of work subcontracted to other BEP certified vendors. Work performed by the non-BEP certified party shall not be counted toward the goal. **Work that a BEP certified vendor subcontracts to a non-BEP certified vendor will not count towards the goal.**
- 2.3. A Vendor shall count toward the goal 100% of its expenditures for materials and supplies required under the contract and obtained from BEP certified vendor manufacturers, regular dealers, or suppliers. A Vendor shall count toward the goal the following expenditures to BEP certified vendors that are not manufacturers, regular dealers, or suppliers:
  - 2.3.1. The fees or commissions charged for providing a bona fide service, such as professional, technical, consultant or managerial services and assistance in the procurement of essential personnel, facilities, equipment, materials or supplies required for performance of the contract, provided that the fee or commission is determined by the College to be reasonable and not excessive as compared with fees customarily allowed for similar services.
  - 2.3.2. The fees charged for delivery of materials and supplies required by the contract (but not the cost of the materials and supplies themselves) when the hauler, trucker, or delivery service is not also the manufacturer or a supplier of the materials and supplies being procured, provided that the fee is determined by the College to be reasonable and not excessive as compared with fees customarily allowed for similar services. The BEP certified vendor's trucking firm must be responsible for the management and supervision of the entire trucking operation for which it is responsible on the contract, and must itself own and operate at least one fully licensed, insured and operational truck used on the contract.
  - 2.3.3. The fees or commissions charged for providing any bonds or insurance specifically required for the performance of the contract, provided that the fee or commission is determined by the College to be reasonable and not excessive as compared with fees customarily allowed for similar services.
- 2.4. BEP certified vendors who are performing the contract as second tier subcontractors may be counted in meeting the established BEP goal for this contract as long as the Prime Vendor can provide documentation indicating the utilization of these vendors.
- 2.5. A Vendor shall count towards the goal only expenditures to firms that perform a commercially useful function in the work of the contract. A Vendor shall not count towards the goal expenditures that are not direct, necessary and related to the work of the contract. Only the amount of services or goods that are directly attributable to the performance of the contract shall be counted. Ineligible expenditures include general office overhead or other Vendor support activities.

- 3. Good Faith Effort Procedures:** Enclosed and sealed with the Vendor's bid documents, the Vendor must submit a: (1) Utilization Plan and (2) either Letters of Intent or subcontract documents that meet or exceed the published goal. If Vendor cannot meet the stated goal, Vendor must submit documents to support the good faith efforts it undertook to meet the goal. The College has the right to reject Vendor's bid as not-responsible and/or not responsive if the College or the Business Enterprise Council determine, in either of their sole discretion, that Vendor failed to make a good faith effort to meet the MBE goals. The College may also accept and enter into a contract with a Vendor that can provide sufficient evidence of MBE, WBE or DBE status of Vendor or its proposed subcontractors and/or sub-vendors in compliance with the Illinois Business Enterprise for Minorities, Females, and Persons with Disabilities Act. If the College or the Council determine that Vendor has made good faith efforts to meet the goal, the College may award the contract provided that Vendor is otherwise eligible for award.
- 4. Contract Compliance:** Compliance with this section is an essential part of the contract. The following administrative procedures and remedies govern Vendor's compliance with the contractual obligations established by the Utilization Plan. **After approval of the Utilization Plan and award of the contract, the Utilization Plan becomes part of the contract.**

  - 4.1.** The Utilization Plan may not be amended after contract execution without the College's prior written approval. Vendor may not make changes to its contractual BEP certified vendor commitments or substitute BEP certified vendors without the College's prior written approval. The Vendor's request to substitute BEP certified vendors must state the specific reasons for the change or substitutions. Unauthorized changes or substitutions, including performing the work designated for a BEP certified vendor with Vendor's own forces, shall be a violation of the Utilization Plan and a breach of the contract, and shall be cause to terminate the contract, and/or seek other contract remedies or sanctions.
  - 4.2.** Vendor shall maintain a record of all relevant data with respect to the utilization of BEP certified vendors, including but without limitation, payroll records, invoices, canceled checks and books of account for a period of at least three years after the completion of the contract. The College shall have the right to access to these records upon 48 hours written demand. The College shall have the right to obtain from Vendor any additional data reasonably related or necessary to verify any representations by Vendor.
  - 4.3.** The College reserves the right to withhold payment to Vendor to enforce these provisions and Vendor's contractual commitments. Final payment shall not be made pursuant to the contract until Vendor submits sufficient documentation demonstrating compliance with its Utilization Plan.

**UTILIZATION PLAN**

**The Utilization Plan and Letter of Intent must be sealed and submitted with Vendor's Bid Documents.**

(Vendor) submits the following Utilization Plan as part of our bid or offer in accordance with the requirements of the BEP Program Status and Participation section of the solicitation for McHenry County College's Greenhouse Project.

Vendor submits the following statement:

- Vendor is a BEP certified firm and plans to fully meet the goal through self-performance.
- Vendor has identified BEP certified subcontractor(s) to fully meet the established goal and submits the attached executed Letter(s) of Intent; or
- Vendor has made good faith efforts towards meeting the entire goal, or a portion of the goal, and hereby requests a waiver (complete checklist below).

Vendor's designee responsible for compliance with this BEP goal:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_



**BEP Utilization Plan**

The following firms will be utilized to meet the goals of the BEP Program:

Name of Firm	Contract Value	Description of Work	% of Goal
Total			

## DEMONSTRATION OF GOOD FAITH EFFORTS TO ACHIEVE GOAL AND REQUEST FOR WAIVER

If the BEP participation goal was not achieved, Vendors must provide documented evidence of good faith efforts to achieve the goal.

Below is a checklist of actions that will be used to evaluate a Vendor's Demonstration of Good Faith Efforts and Request for Waiver. **Please check the actions which you completed.** If any of the following actions are not completed, please attach a detailed written explanation indicating why such action was not completed. If any other efforts were made to obtain BEP participation in addition to the items listed below, attach a detailed description of such efforts. The College reserves the right to review and audit the results of the Vendor's good faith efforts.

- Utilize the Sell2Illinois website: [www2.illinois.gov/cms/business](http://www2.illinois.gov/cms/business) to identify BEP certified vendors within the respective commodity/service codes denoted above and at a minimum email all listed vendors and solicit quotes from all vendors who express an interest via follow-up emails or telephone calls.
- Solicit through all reasonable and available means (e.g., attendance at a vendor conference, advertising and/or written notices) the interest of BEP certified vendors that have the capability to perform the work of the contract. Vendor must solicit this interest within sufficient time to allow the BEP certified vendors to respond to the solicitation. Vendor must determine with certainty if the BEP certified vendors are interested by taking appropriate steps to follow up initial solicitations and encourage them to submit a bid or proposal. Vendor must provide interested BEP certified vendors with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding promptly to the solicitation.
- Select portions of the work to be performed by BEP certified vendors in order to increase the likelihood that the goal will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate BEP certified vendor participation, even when Vendor might otherwise prefer to perform these work items with its own forces.
- Make a portion of the work available to BEP certified vendors and selecting those portions of the work or material needs consistent with their availability, so as to facilitate BEP certified vendor participation.
- Negotiate in good faith with interested BEP certified vendors. Evidence of such negotiation must include the names, addresses, email addresses, and telephone numbers of BEP certified vendors that were considered and an explanation as to why an agreement could not be reached.
- Thoroughly investigate the capabilities of BEP certified vendors and not reject them as unqualified without documented reasons.
- Make efforts to assist interested BEP certified vendors in obtaining lines of credit or insurance as required by the College.
- Make efforts to assist interested BEP certified vendors in obtaining necessary equipment, supplies, materials, or related assistance or services.

**GOOD FAITH EFFORTS CONTACT LOG**

Use this Log to document **all** contacts and responses (telephone, e-mail, fax, etc.) regarding the solicitation of BEP certified vendors within the specific scope of work selected. It is not necessary to show contacts with BEP certified vendors who are identified on the Letter(s) of Intent. Keep and submit copies of all emails sent and received from prospective BEP vendors. Include a copy of the commodity list or scope of work you solicited prospective BEP vendors to perform. Duplicate this log as necessary; do not limit your contacts to the number of spaces shown.

<b>Name of Certified BEP Vendor</b>	<b>Date</b>	<b>Method of Contact</b>	<b>Scope of Work Solicited</b>	<b>Reason Agreement Was Not Reached</b>

**END SECTION 00 43 39**