

Summary

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

Date Issued:	January 15, 2015
Service Requested:	Landscape Maintenance Service
RFP Closing Date/Time:	February 5, 2015 – 10:00 A.M.
RFP Contact:	Jennifer Jones, Director for Business Services JJONES@MCHENRY.EDU

Proposals must be sealed and delivered to the attention of Jennifer Jones, Director for Business Services, McHenry County College, 8900 US Highway 14, Crystal Lake, IL 60012 on or before February 5, 2015, 10:00A.M.CST.

All late proposals will be rejected.

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

All unsigned proposals will be automatically rejected.

SPECIAL NOTE: This Request for Proposal (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 February 26, 2015 board meeting.

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



REQUEST FOR PROPOSAL

Landscape Maintenance Service

RFP #02052015

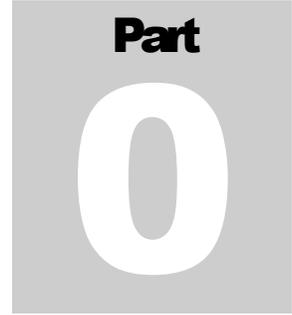
Issue Date: January 15, 2015

RFP Response Deadline: February 5, 2015

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 **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 US 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. *The contact information is also the address to submit bids.*

Jennifer Jones
Director of Business Support Services
McHenry County College
8900 US Highway 14
Building A, Room 246
Crystal Lake, IL 60012
Email: . jjones@mchenry.edu

GENERAL CONDITIONS

KEY EVENT DATES

MCC Issues RFP	January 15, 2015
Date and time to inspect site	All bidders are invited to tour the property on their own. 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.
Last day to send question/clarifications to jjones@mchenry.edu	January 26, 2015
Addendum posted to www.mchenry.edu/bid	January 28, 2015
Submit bids to:	Jennifer Jones Bldg A, Room 246
Bid Due Date/Bid Opening Location	February 5, 2015, 10:00 AM CST Bldg A, Board Room 217A
Recommendation to Board of Trustees	February 26, 2015
Notification of Award	2-3 Days after Board Approval
Contract Start Date	April 1, 2015
Project Manager	Todd Wheeland, 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 January 26, 2015. 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. ***Bidder must submit two (2) copies of the bid along with a copy on flash drive.***

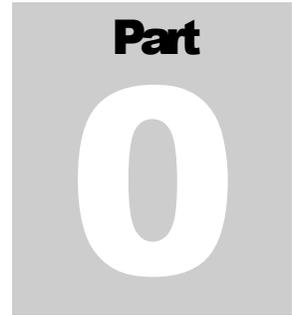
All proposals must remain in effect for at least 60 days from submittal. McHenry County College has the sole discretion to: (a) reject any and all bid proposals, and (b) negotiate the modification of any and all proposals with any bidder in whatever manner it deems in its best interests. There is no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

AWARD OF CONTRACT

Excluding athletic fields (see part 2), the contract will be awarded to only one bidder. This is the contractor who submits the lowest responsible/responsive bid for both campuses combined.

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.



PART 0 - INSTRUCTIONS TO THE BIDDERS

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

All bidders are invited to tour the property on their own. 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 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 Class A appearance of the property as determined by Owner. The Contractor shall maintain such appearance. 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 15% 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 E9995-0332-07

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

TURF MAINTENANCE

Turf Mowing

Lawns shall be mowed at the appropriate height to keep a neat appearance, between 325"-35" 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.

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.

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.

LANDSCAPE SERVICES

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

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

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

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

Heavy accumulations of sand, gravel, leaves, etc., are to be removed with a shovel and brooms if blowers provide unsatisfactory results

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

Shearing and selective pruning techniques are left to the discretion of the Contractor

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

LANDSCAPE SERVICES

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 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 Contractor.

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.

LANDSCAPE SERVICES

MULCH

Mulch should be installed one time per year, in April or early May to a depth of 4" There should be no thin or bare areas **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

IRRIGATION SERVICES

Contractor shall provide expertise and all labor to water all areas as required Contractor shall inspect, test and insure proper time clock operations This includes monitoring the irrigation sprinkler system to insure that watering times are properly set, using the least amount of water necessary throughout the year The controllers shall be programmed according to seasonal requirements and to insure that all sprinkler heads are adjusted properly to maximize effective use of water on landscaping and to minimize overflow of water onto sidewalks, driveways and buildings The sprinkler system will be checked after each mowing for any damage, damages which occur as a result of the Contractor's own labor, shall be repaired by Contractor at Contractor's expense, within 48 hours

The system shall be thoroughly evaluated at the time that the Contractor begins work on the property This evaluation, along with cost estimates to bring the system to acceptable working conditions, shall be given in writing to the Owner The cost of this evaluation shall be included in the Scope of Work, but any necessary repairs shall be at the Owners' expense, if approved

The Contractor shall present repairs and maintenance requirements to the Owner immediately The Owner agrees to be financially responsible to replace and repair time clocks and related valves in a timely basis Invoices presented without the proper authorization will not be accepted or paid Contractor shall at no additional cost, fully cooperate and respond to assist and repair malfunctioning sprinkler systems on a 24 hour basis, seven days a week

Contract also includes a system start-up and winterization

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

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

The Contractor is responsible for monitoring the water needs of all seasonal color beds and coordinating the appropriate irrigation settings It is the responsibility of the Contractor to arrange for and oversee watering of the planters and un-irrigated beds

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

Plants shall be watered as required to promote optimum growth Contractor shall make provisions to provide watering services up to two times per week for non-irrigated areas

LANDSCAPE SERVICES

such as containers. If further watering is necessary, Contractor shall notify Owner.

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.

OTHER SERVICES

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.

OPTIONAL WORK AT ATHLETIC FIELDS

Provide pricing for mowing, fertilizing, weed control, grub control and maintaining the soccer field per field specifications laid out by Athletic Department. This will include a 30' perimeter around the soccer playing field.

Provide pricing for grass cutting to a height predetermined by the Athletic Department, maintaining a "playing quality mow edge" to baseball field, softball field, batting cages and bull pens, at all areas where turf meets sand/gravel/dirt, as specified by the Athletic Department. Provide fertilizer, weed control and grub control to baseball and softball outfields as needed. Provide weeding at all fences lines, bull pens, batting cages and dugouts and their immediate surroundings.

Provide pricing for cutting the baseball and softball field outfield grasses to acceptable playing heights as determined by the coaches and the contractor.

The Athletic Fields will be bid here as separate items to the main RFP. The Athletic Fields are to be bid to the specifications noted under the heading "OPTIONAL WORK AT ATHLETIC FIELDS". **Bidders are not obligated to bid the Athletic Fields in order to be considered for the remainder of the work spelled out in this RFP.**

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

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 US 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 10/001 *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 5801 *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)

B I D F O R M S

Part

PART 4 - B I D F O R M S

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

Email Address

Date

MONTHLY LANDSCAPE SERVICES BID:

In compliance with your Request for Proposal, 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

_____ Dollars (\$ _____) per Year

McHenry Location

_____ Dollars (\$ _____) per Year

Total Both Locations Dollars (\$ _____) per Year

Optional Work at Athletic Fields

_____ 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

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

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)?

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?

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:

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)		1	
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 th 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	-	1	
12 Irrigation System Winterizing	-	1	
13 Irrigation System Monitoring (hrs of labor per occurrence)		26	
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.

B I D F O R M S

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

B I D F O R M S

Form **W-9**
 (Rev. August 2013)
 Department of the Treasury
 Internal Revenue Service

**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								

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								

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.

B I D F O R M S

**SAMPLE CONTRACT ONLY
FINAL CONTRACT MAY SLIGHTLY DIFFER FROM SAMPLE**

**MC HENRY COUNTY COLLEGE
PROJECT AGREEMENT
BETWEEN OWNER AND CONTRACTOR**

THIS AGREEMENT (“**Agreement**”) is made as of April 1, 2015 by and between **MC HENRY COUNTY COLLEGE**, 8900 US Highway 14, Crystal Lake, IL 60012 (“**Owner**”) and _____ (“**Contractor**”),

Owner and Contractor desire to enter into this Agreement, pursuant to which Contractor shall perform certain work in connection with the Project, as hereinafter provided. In consideration of the performance of work by Contractor and the payment for such work by Owner, the parties agree as follows:

1. Scope of Project Contractor shall perform work for Owner in connection with the Project, including specifically, the matters set forth on Exhibit 1. Contractor shall perform all work with the highest standards of workmanship and materials. Contractor shall maintain a sufficient staff to perform all work in the most expeditious manner consistent with the interests of Owner. Contractor shall promptly notify Owner immediately in writing: (i) of any information required from Owner so Contractor can complete its work in a timely manner; and (ii) of any work requested by Owner that is not included in the scope of work provided in Exhibit 1.

The Contractor understands that Owner may engage other Contractors or Owner personnel to work in areas near the Contractor’s work. Contractor shall cooperate with such others so that work is not disrupted or delayed.

The Contractor shall be solely responsible for means and methods selected in performing the Work. Contractor shall supervise all work so that it is performed in a safe and expeditious manner. Contractor shall be solely responsible for the safe work of its employees and its subcontractor’s employees.

2. Payment to Contractor Owner shall pay Contractor for Contractor’s work properly performed under this Agreement the following Total Contract Sum:

Total Contract Sum:

Contractor shall submit monthly statements for work rendered. The statements will be based upon Contractor’s work completed at the time of billing on the basis of actual work performed. Owner shall make payments to Contractor thirty (30) days after receipt of Contractor’s statements properly submitted. Monthly statements shall detail Work Completed During Billing Period, Amount Currently Due, Previous Amount Billed, and Balance of Contract Outstanding. In the event of termination for convenience by Owner as herein provided, Contractor shall be paid for work properly rendered prior to termination, or as otherwise provided herein.

3. Tax Exemption McHenry County College is exempt for all State and Local Sales Tax or Federal Excise Tax on any item or order. McHenry County College’s Tax Exemption Identification No is E9995-0332-07. A copy of the exemption number from the Illinois Department of Revenue will be furnished upon written request to the Purchasing Office of McHenry County College.

4. Defective Work and Guarantee All work shall be of high quality and free of defect. Contractor shall promptly correct any defective work. Payment by Owner for any work otherwise determined to be defective shall not relieve Contractor of its obligation to correct. Additionally, Contractor shall warrant and guarantee all work to be free from defect for one year following substantial completion of the work, and upon notice by the Owner shall promptly correct such defects appearing within said one year period. This is in addition to any manufacturers’ warranties.

5. Indemnification and Insurance Contractor hereby agrees to indemnify and hold Owner, its board members, officers, agents, employees, administrators, and any other parties designated by Owner (hereinafter collectively called the Indemnitees) harmless from all losses, claims, liabilities, injuries, damages and expenses, including but not limited to, all attorneys’ fees, defense and court costs and expenses, that the Indemnitees may incur arising out of, or occurring in connection with, the performance, acts, omissions, or breaches by Contractor of its duties and obligations under or pursuant to this Agreement. This indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers’ or workmen’s compensation acts, disability benefit acts or other employee benefit acts.

B I D F O R M S

Contractor shall procure, at no expense to Owner, the insurance coverages set forth in Exhibit 2 Contractor shall adhere to all provisions of Exhibit 2

6. Performance and Payment Bond For every construction or construction related project greater than Fifty Thousand Dollars (\$50,000) (Public Construction Bond Act, 30 ILCS 550/1) Contractor shall procure a performance and payment bond for the full amount of the contract price Prior to commencement of any work on the Project, Contractor shall submit insurance and bonds Any provisions contained within the bonds creating a condition precedent for Owner, or abrogating Owner's rights or remedies otherwise available in contract or law, are void
7. Non-Debarment By executing this agreement Consultant certifies that it has not been debarred from public contracts in the State of Illinois for violating either 33E-3 or 33E-4 of the Public Contracts Act, 720 ILCS 5/33E-1 et seq
8. Termination Owner may terminate this Agreement at any time, in whole or in part, with or without cause, upon written notice to Contractor If this Agreement is terminated for cause, the Contractor shall be liable to the Owner for any increase in project cost incurred by the Owner in completing the work In the event this Agreement is terminated for convenience, Contractor shall be compensated for work properly rendered through the date of termination, as can be documented to the reasonable satisfaction of Owner Owner shall have no liability to Contractor beyond the date of termination In no event shall contractor be compensated for anticipated profit or lost opportunity
9. Liens Upon Owner's request, contractor shall submit mechanics' lien waivers in form acceptable to Owner with each statement for work rendered or request for payment Should liens be placed on the project by any subcontractor due to Contractor's fault or events under its control, contractor shall indemnify Owner for all costs, expenses, and attorneys fees incurred in the resolution of such lien
10. Materials All materials incorporated into the work shall be new and of high quality Contractor shall adhere to all manufacturer's recommendations If requested by Owner or otherwise set out in the contract documents, Contractor shall, before purchase of such material, submit to Owner for Owner's review, and in a format acceptable to Owner, all product data and literature All manufacturer's warranties shall be forwarded to Owner prior to substantial completion of the work
11. Compliance with Law Contractor will comply with all valid federal, state and local laws and all ordinances and regulations applicable to the manufacture, sale delivery and labeling of the goods ordered and in the performance of any work pursuant hereto Contractor also certifies that the merchandise supplied meets both Illinois Life Safety Code and OSHA regulations
12. Operation and Maintenance Manuals Upon substantial completion, but prior to final payment, the contractor shall submit operations and maintenance manuals
13. Maintenance of Work Area 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 Notwithstanding completed Work, all work areas shall be returned to their pre-construction condition prior to final payment
14. Differing Site Conditions Should Contractor unearth or uncover any concealed condition differing materially from conditions depicted in the drawings or from conditions reasonably anticipated or inherent in the work, Contractor shall immediately stop the work and shall notify the Owner of the condition in writing The Owner shall then issue directions The contract time and contract price shall be equitably adjusted to reflect adjustments in time and price caused by the unforeseen condition However, prompt written notice by the Contractor of the condition shall be a condition precedent to such adjustments
15. Changes in Scope of Work Owner may, without invalidating this Agreement, request changes in the scope of the work, whether taking the form of additions, deletions, or other revisions No such work shall be performed unless and until such change is agreed in writing by Owner and Contractor If the change in work will result in a change in contract price, the change in price shall be calculated by 1) lump sum, 2) agreed unit rates, or 3) time and material reimbursable plus mark-up Owner shall solely select the method of pricing
16. Successors and Assigns Contractor shall not assign any rights under or interest in this Agreement without the prior written consent of the Owner This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns

B I D F O R M S

- 17. Controlling Law This Agreement is to be governed by the laws of the State of Illinois Each party has reviewed and approved this Agreement and the rule of construction that resolves ambiguities against the drafting party shall not be employed in the interpretation of this Agreement
- 18. Equal Employment Opportunity To the extent that Vendor is subject to governmental orders, rules or regulations pertaining to Equal Employment Opportunity and/or to the maintenance or Non-segregated Facilities Vendor hereby certifies that it is complying therewith, including where applicable, the submission and/or filing of Equal Employment Opportunity Compliance Reports and/or Certificates and/or filing of Certificates on Non-segregated Facilities Compliance with the rules and regulations of the FEPC, Article III, Section 31, Equal Employment Opportunity clause is required
- 19. Human Rights Act To the extent required by law, contractor shall abide by the Illinois Human Right Act, 775 ILCS 10/001 *et seq*
- 20. Drug Free Workplace To the extent required by law, contractor shall abide with the requirements of the Drug Free Workplace Act 30 ILCS 5801 *et seq*
- 21. 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)
- 22. Department of Employment Security Law By entering into this contract, Vendor agrees to either (1) link its employment vacancies with the IllinoisJobsLinkcom System or successor system, or (2) provide an online link to its employment vacancies so that this link is accessible through the web page of the IllinoisJobLinkcom System or successor system, as required by Illinois Public Act 098-0107 (20 ILCS 1005/1005-47) Vendors who are parties to a collective bargaining agreement with a bona fide labor organization for the performance of construction or construction-related services are exempt from this requirement
- 23. 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
- 24. 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* THIS IS NOT A PREVAILING WAGE PROJECT
- 25. Entire Agreement; Conflict This Agreement incorporates Owner’s bid instructions and bid request documents along with Contractor’s bid, but only to the extent that Contractor’s bid is not in conflict with other contract documents This Agreement represents the entire agreement between Contractor and Owner and supersedes all prior negotiations or agreements, written or oral, which are not included herein This Agreement may only be amended by written instrument executed by Owner and Contractor In the event of a conflict between this Agreement or any exhibits hereto and a proposal from Contractor, this Agreement and its exhibits shall control, followed by Owner’s bid instructions and request documents, and finally, by Contractor’s bid

This Agreement has been executed the day and year provided above

MCHENRY COUNTY COLLEGE

CONTRACTOR

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

B I D F O R M S

EXHIBIT 1
SCOPE OF WORK

As stated in RFP

EXHIBIT 2
CONTRACTOR'S LIABILITY INSURANCE

As stated in RFP