REQUEST FOR PROPOSAL

TO BE OPENED ON April 8, 2015 - 1:00 PM

Show RFP Number on Return Envelope and Label Envelope for Grounds Maintenance Services

HCC Contact info:
Valerie Crawford, Director of Administrative Services - 309-268-8145

GROUNDMAINTENANCE SERVICES

GENERAL CONDITIONS

Pursuant to the provisions of Section 3-27.1 of the Illinois Public Community College Act and rules and regulations adopted thereunder, sealed proposals subject to the conditions and requirements made a part hereof will be received at this office until then publicly opened, for providing Grounds Maintenance Services, as specified.

Proposals (3 copies) will be due at Heartland Community College Business Office, Community Commons Building, Suite 2100, 1500 West Raab Road, Normal, IL 61761 at 1:00 PM, Wednesday, April 8, 2015. Unsigned, late or faxed proposals will not be considered.

Scope of Proposed Contract

Properly maintain all developed land areas within the contract limits. See Attachment 1.

Maintenance shall include improved and semi-improved lawns, College athletic fields and child care playgrounds, shrubs, groundcover, landscape edging, trees, vines and flowers, and un-vegetated areas such as mineral mulch and paved areas, including roads, parking lots, parking islands, building edge areas, and walkways.
Period of Proposed Contract

The term of the contract will be for the period July 1, 2015, through June 30, 2018, with two 1-year extension options.

Respondent's Representation

Each respondent by submitting their proposal represents they have visited the site and familiarized themselves with the existing conditions under which the work is to be performed, including the nature, condition and accessibility of the site, obstacles which may be encountered, space and other existing conditions. No respondent, if awarded a contract, will be allowed any extra compensation by reason of any existing condition or other related factor concerning which the respondent might have become fully informed, because of a failure to have done so prior to the proposal submittal.

Respondent References

All respondents shall supply the College a listing of three current contract references pertaining to similar grounds maintenance services being provided in the regional area. These contracts must have been in effect for a minimum period of one (1) year. See Attachment 2.

Errors and Omissions

All documents shall be completed as requested by the College. No claim for errors or omissions in the proposal will be considered. Attachment 3 is attached to assist the respondent in avoiding such proposal omissions. Should a respondent find during examination of specifications or other contract documents, any discrepancies, omissions, ambiguities or conflict among contract documents or be in doubt as to their meaning, it is the responsibility of the respondent to notify the Director of Administrative Services of the College who will issue the necessary clarifications to all prospective respondents by means of addenda.

If an error in pricing is found, the respondent will be released from obligation if the respondent requests to the College in writing to withdraw their entire proposal prior to recommendation for award to the District #540 Board of Trustees. Any respondent submitting a request to withdraw a proposal after recommendations have been made to the Board of Trustees will be advised that to withdraw at such point would be cause for and result in potential disqualification from any future Request for Proposals for Grounds Maintenance Services. All inquiries concerning the above should be addressed to the College Director of Administrative Services.

Compliance with Legislation, Laws and Ordinances

Respondent’s signature shall be construed as acceptance of, and willingness to comply with, all provisions of the acts of the General Assembly of the State of Illinois relating to wages of laborers, preferences to citizens of the United States and residents of the State of Illinois, discrimination and intimidation of employees including Executive Order #11246. Provisions of
said acts are hereby incorporated and become a part of this proposal and specifications.

The Contractor will be required to complete and submit with its proposal, Heartland Community College’s Standard Supplement to Contract. The required document is at Attachment 4.

Clarification of Proposals

The College reserves the right to obtain clarification of any point in a firm’s proposal or to obtain additional information. Failure of a respondent to respond to such a request for additional information or clarification could result in rejection of a respondent’s proposal.

Respondents may be asked by the College to make oral presentations to more fully explain their proposals. These presentations will be held subsequent to the opening of the responses in order to provide an opportunity for the firm to clarify their proposal. The College will schedule a time and location for any necessary oral presentation.

Disclaimers

Any Request for Proposal (RFP) issued by the College may or may not result in a contract award. The College reserves the right to cancel any RFP at any time for any reason, and to reject all proposals. Receipt of proposal materials from the College, or submission of a proposal to the College, confers no rights upon the vendor nor obligates the College in any manner.

The determination of whether any proposal by a vendor does or does not conform to the conditions and specification of this RFP is the responsibility of the College.

Any contract resulting in an award from this RFP is invalid until properly approved and executed by the College. The successful respondent must not commence any billable work until a valid contract is executed.

Tied Proposals

In the event of tied proposals between a Heartland Community College District #540 in-district vendor and an out-of-district vendor, all other factors remaining equal, the in-district vendor shall be favored with the award. Tied proposals between two Heartland Community College District #540 in-district vendors shall be decided by the earlier received stamp on the respective proposal envelopes.

Equal Opportunity

The College Board of Trustees affirms that equal opportunity enhances the excellence of District #540 by facilitating the optimal utilization and development of available human resources.

The College shall administer all educational programs and determine or implement the terms, conditions, and privileges of employment without regard to any status or condition protected by
federal, state, or local statute, ordinance, or regulation, as more fully set forth in the College’s 
Employee Handbook and Catalog equal opportunity sections.

Contract Damages

The Contractor and their employees will most likely cause damage on campus while carrying out 
the responsibilities of this contract. The Contractor in accordance with the attached Standard 
Supplement to Contract will be responsible for the repairs and/or costs of repairs for such 
damages. Although the Contractor should take all necessary precautions to prevent such damage, 
building windows and car damage are highlighted as potential areas of damage.

SPECIFIC CONDITIONS

Supply all necessary labor, material, equipment and fully trained supervisory personnel to 
perform the work described below at the Heartland Community College Normal, Illinois campus.

Scope of work: Properly maintain all developed land areas within the contract. See 
Attachment 1 for generic property views of the contract limits.

Maintenance shall include improved and semi-improved lawns, College practice athletic fields 
and child care playgrounds, shrubs, groundcover, landscape edging, trees, vines and flowers, and 
un-vegetated areas such as mineral mulch and paved areas, including roads, parking lots, parking 
islands, building edge areas, and walkways.

1. Contractor Personnel and Vehicles

The Contractor shall have an experienced supervisor responsible for the site. This 
supervisor will have a two- (2) or four- (4) year degree in Horticulture or Agronomy or a 
minimum of three (3) years’ experience in grounds/landscape management at a 
supervisory level. **In addition, the Contractor must have sufficient resources, 
expertise and experience to care and maintain game-level quality athletic fields, 
both softball and soccer.**

The Contractor shall have only properly trained personnel on site to perform all functions. 
They shall be trained in proper horticultural and mechanical procedures to ensure that all 
operations are performed safely and effectively.

The Contractor will be required to check in at the Safety and Security Services station in 
the Student Commons Building upon arriving at the site. He or she will also be required 
to check out prior to leaving the site at the end of the day.

All Contractor’s employees and vehicles will be required to have professional highly 
visible company identification on them.
2. **Cleanup**

The Contractor shall routinely visit the site prior to April 1 and through the Fall harvest season to assess any changes and perform periodic clean up. This shall include removal of miscellaneous debris, including leaves, blown harvest debris, blown trash, and branches, repair and replacement of landscape edging, and notification for any additional needed services.

3. **Turf Care and Management**

Prior to each mowing, all trash, sticks, rocks and other unwanted debris shall be removed from lawns, plant beds, and paved areas. All lawn areas will be treated for Grubs, as needed, to display a well-maintained lawn. Since the College is used heavily by the public, this is an important step to maintaining a neat and professional appearance.

Turf shall be cut at a height of 2 ½ inches to 3 ½ inches as conditions dictate using rotary-type mower or reel-type mower. To ensure a high quality cut, mower blades shall be sharpened routinely to provide a neat and professional cut. Mowing height shall be adjusted as necessary to adapt to seasonal and use conditions to keep lawn as green and lush as possible. During the mowing season, all irrigated lawn areas shall be mowed every 5 to 7 days or as weather conditions dictate. Non-irrigated areas shall be mowed every 7 – 15 days or as weather conditions dictate. Athletic practice field mowing shall be mowed as required to maintain a high quality lawn durable enough for high athletic use. The area will be watered as desired by the Athletic Department, and as directed by the Director of Facilities Operations.

Mowing patterns shall be employed to encourage upright growth and permit the recycling of clippings. No clippings will be disposed. Excessive clippings resulting from growth rates exceeding the cutting frequencies, or that remain as clumps, shall be removed from turf areas and composted by the contractor at an off-campus site at the contractor’s cost. Clippings shall be removed from all paved or mulched areas after each mowing.

Trimming around trees, shrubs, signs, foundations and all other obstacles shall be performed often enough to provide for a neat and trim appearance. Work shall be performed using hand labor and/or mechanical services, at the Contractor’s discretion.

**Fertilization:** Contractor shall apply pre-emergent in early Spring and as required, weed & feed in late Spring, Summer weed & feed if needed, Fall fertilizer in mid-September and a Winter fertilizer application in late October - early November. All applications and amounts will be dictated by soil analysis and regional climate conditions.

**Pesticides:** Contractor shall be responsible for the application of the appropriate pesticides required to maintain a pest-free turf. Pesticide applications shall be performed by trained, licensed personnel only. With the exception of
grub control, if treatment of turf is needed, it will be on a cost-plus basis. Grub control will be an annual base bid item.

**Aeration:** Contractor shall provide a turf aeration of all turf-covered areas, as required. Aeration equipment shall be a core type aerator that pulls plugs of turf opposed to slicing cuts into turf areas. Aeration shall be performed between Labor Day and the end of September. The majority of aeration will be done on a cost-plus basis following authorization by the Director of Facilities Operations. Aeration of the athletic practice fields will be done on an annual base-bid basis and require special coordination with the Director of Facilities Operations.

**Overseeding:** Appropriate quantities at a minimum rate of 2 pounds per 1,000 square feet of Tall Type Blended Fescue, or other types of seed as may be appropriate to existing turf or as may be approved by the Director of Facilities Operations. Grass seed shall be applied, as needed, and on a cost-plus basis. Applications of seed shall be applied after the core aeration between Labor Day and the end of September, annually. Special seed is required on athletic practice fields, so prior contact for seed type will be required.

**Watering:** Contractor shall be responsible to notify the Director of Facilities Operations of any landscaped or turf areas in need of water in the event of irrigation system failures or where irrigation is non-existent. Upon authorization by the Director of Facilities Operations, Contractor shall provide personnel and equipment to provide any required watering services to the site on a cost-plus basis.

4. **Irrigation Systems**

Irrigation systems must be monitored continuously to ensure adequate coverage for all turf and plant materials. Both main campus and east athletic fields systems must be maintained leak free.

Time clocks and rain gauges for the main campus system shall be checked and adjusted by the Contractor to maintain appropriate irrigation for the landscape variety and current climatic conditions.

Contractor shall shut down the systems and drain down all supply lines at the end of the season and prior to freezing weather occurring. Contractor will also be required to bring the irrigation systems back up in the Spring and ensure that it is operating properly prior to the Spring growing season.

Any adjustments or repairs necessary to correct defective operating equipment or components due to Contractor's negligence shall be replaced by the Contractor at no extra
charge to the College.

Affect all other repairs; furnish parts and upgrade systems at a cost-plus basis with prior consent of the Director of Facilities Operations.

5. **Edging**

All accessible curbs shall be edged using mechanical methods, as needed or directed.

All accessible concrete walks shall be edged using mechanical methods, as needed or directed.

All beds, building mineral mulch edging, athletic field and playground fencing, child care playground equipment and tree rings shall be edged using mechanical methods, as needed or directed.

Lawn mowers, trimmers, and annual frost may move landscape edging to an unkempt condition. Therefore, the Contractor is required to restore and maintain landscape edging in a neat and professional manner.

6. **Weed Control**

All weeds are to be removed from improved areas as they appear. Sustainable green practices for removal are encouraged; however, a neat and clean campus appearance is required.

Chemical weed control may be used in shrub beds and tree rings prior to the mulch installation. Pre-emergent may be applied in March or April during the time period when heaviest seed germination occurs. In addition, a post-emergent herbicide may be used to kill weed seedlings. Chemical to be used may be Roundup. Manufacture recommendations shall be followed closely.

All weeds shall be removed from walks, curbs, roadways, parking lots and around all other structures as they appear. These areas may be sprayed with a non-selective herbicide to control undesirable vegetation.

7. **Tree and Shrub Management**

The Contractor shall be responsible for normal maintenance of trees with a caliper of 10 inches or less than 30 feet tall when measured from the ground. Landscape and ornamental tree pruning is limited to work that can be reached from the ground with hand pruners, pole saws or pole clips. Large-scale tree pruning shall be done under a separate contract.

All landscape trees shall be pruned throughout the season to remove all dead, damaged and low hanging branches. Younger trees may have guide poles and straps; Contractor is
required to monitor, maintain, repair, and remove these items when appropriate to do so. Trees shall be fertilized with a slow release fertilizer at recommended rates and applied in accordance with application methods recommended by the American Nurserymen Association.

An employee versed in the recognition, diagnosis and treatment of all disease and insect affecting landscape trees and evergreens shall at all times be on alert for such outbreaks. Upon authorization by the Director of Facilities Operations, Contractor shall provide personnel, materials, and equipment to treat such outbreaks on a cost-plus basis. In addition, the Japanese Beetle and Emerald Ash Borer are two insects to be particularly aggressive against on the College campus Linden and Ash trees. The College mandates the following will be done every year on a cost-plus basis to target these two pests:

The Ash trees will be injected with Mauget Imicide to help prevent the Emerald Ash Bore. The College has found spraying trunks or soil drenching around trees is not an effective means of management and mandates against it. All the Linden trees are soil injected with Merit insecticide 3-4 weeks prior to Japanese beetle infestation. The College mandates both items to be done once every year.

All sprays shall be applied using an approved high-pressure tree type sprayer, and all spray chemicals shall be administered according to manufacturer’s recommendations.

Spraying shall be done at times when a minimal number of cars are in parking lots and when wind conditions will not cause drift to buildings and other assets. Spraying must be scheduled and coordinated with the Director of Facilities Operations.

8. Use of Chemicals

Contractor shall wear protective clothing and devices during all chemical operations as required by State and Federal laws, and/or manufacturer’s directions.

Contractor shall be licensed pesticide applicator in the jurisdiction where work is being performed, and the licensee shall be present on site during any chemical application.

9. Mulch

All mulched areas shall be prepared and mulched to a depth of 2 to 2 ½ inches prior to April 1 of each year. Preparation shall include removing all weeds, removing all existing mulch, edging and may include applying a pre-emergent (soil applied) herbicide to inhibit the growth of future weeds. Special care will be taken not to over mulch or cover base of trees or shrubs. Mulch shall be top grade, double shredded hardwood bark free of debris.

10. Child Development Lab
The Contractor is required to maintain the Child Development Lab playground turf, trees, sands and mulches. Periodic visits will be required to assess cleanliness/quality of sands and mulches, and to take actions to restore quality and quantity of materials for the intended purpose. Special care in material purchasing is required to ensure child playground appropriate sands and mulches are bought. If action is needed, it will be on a cost-plus basis, and as directed by the Director of Facilities Operations.

11. Integrated Pest Management

The principles of Integrated Pest Management (IPM) shall be applied, when applicable. The pest management program shall introduce the least amount of chemical into the landscape as is necessary to achieve accepted levels of control of pest populations. The Contractor shall develop a site specific IPM plan for the College and provide it to the Director of Facilities Operations. The plan shall especially address the care within the Child Development Lab playground areas, and meet the requirements of the Illinois Structural Pest Control Act, 225 ILCS 235, for child care lawn and playground areas.

12. Athletic Fields

Athletic fields will be maintained as a joint effort between the Contractor and the College’s Athletic Department. The Contractor is required to maintain lawns, sprinkler piping and fittings, field lines and infield mix. The former three items as part of the overall proposal base bid, and the last on a cost-plus basis and as directed by the Director of Facilities Operations.

The Contractor will be required to provide personnel, materials, and equipment to line the practice fields five times during the growing season under the base bid. Any more than five will be billed separately on a cost-plus basis.

The Contractor is required to maintain the softball infield and warning track mix. Periodic visits will be required to assess cleanliness/quality of soils, and actions taken to restore quality and quantity of materials for the intended purpose. If action is needed, it will be on a cost-plus basis, and as directed by the Director of Facilities Operations.

The mix will be a clay-sand ballfield mix. Several regional mixes include Red Dog from Brent West in Taylorville, Ballyard Mix from Will County Materials, and the Moline Mix out of the Quad Cities.

13. Normal Readiness Center

The Contractor is required to service the Illinois Army National Guard Normal Readiness Center and Equipment Readiness Facility turf, trees, shrubs, mulches and landscaping as if it were College property. Billing for the Illinois Army National Guard will be included in the College billing and identified as a separate line item for College reimbursement from the State of Illinois. Army Guard areas are identified separately in Attachment 1.
14. **Farm Dwellings**

The Contractor is required to maintain the farm dwelling turf, trees and mulches as if there were people living in the homes. The scope of work is the same as the rest of the campus, but may require more attention to spraying of gravel driveways, weed control in flower beds, etc… in order to maintain the needed appearance.

15. **Wind Turbine**

The contractor is required to maintain the wind turbine area. The majority of the area is gravel in and around the turbine fence, and the gravel service drive from Parking Lot F.
HEARTLAND COMMUNITY COLLEGE
PROPOSAL SHEET

RFP # 15-004  Proposal for Grounds Maintenance Services

In accordance with the general conditions, requirements and specifications contained herein, the undersigned will perform the grounds and related maintenance services as specified not to exceed the sum of:

<table>
<thead>
<tr>
<th></th>
<th>July 1, 2015</th>
<th>July 1, 2016</th>
<th>July 1, 2017</th>
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The undersigned offers the prices, and terms in this proposal.

Name of Company: __________________________________________

________________________________________
(signature of authorized representative)

Dated: ______________________

FEIN/SOC. SEC#: ______________________
### Grounds Maintenance Services Unit Costs

(College / Guard – Complete one sheet for each)

Please provide the following information for unit/program cost purposes. It is understood that these services listed may or may not be included in the annual contract proposal.

<table>
<thead>
<tr>
<th>Grounds Maintenance Activity</th>
<th>July 1, 2015</th>
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<td>Tree, Shrub &amp; Plant Maintenance Program</td>
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<td>Pruning-Seasonal Cost</td>
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<td>Fertilization-Seasonal Cost</td>
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<td>Turf Management Program</td>
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<td>Mulch for Landscaping &amp; Trees</td>
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<td>Playground (Child Dev. Lab)</td>
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<td>Softball Infield/Warning Track Mix</td>
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<td>Athletic Fields Lines (Both)</td>
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<td>Start-up/Shut-down (Seasonal)</td>
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## HEARTLAND COMMUNITY COLLEGE
## PROPOSAL SHEET
### Additional Services Equipment Hourly Rate

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<th>Equipment</th>
<th>July 1, 2015 June 30, 2016</th>
<th>July 1, 2016 June 30, 2017</th>
<th>July 1, 2017 June 30, 2018</th>
<th>July 1, 2018 June 30, 2019 (Option Year)</th>
<th>July 1, 2019 June 30, 2020 (Option Year)</th>
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VENDOR'S CERTIFICATION
(Must be returned with proposal)

______________________________, as part of its bid on the contract for the Grounds Maintenance Services to Heartland Community College, hereby certifies that said contractor/vendor is not barred from bidding on the aforementioned contract as a result of a violation of either Section 33E-3 or 33E-4, of Article 33E of Chapter 38 of the Illinois Revised Statutes.

By: ________________________________

(Authorized Representative)

Date: _________________
EXCEPTIONS TO SPECIFICATION:

The respondent shall clearly state on the proposal response any exceptions to or deviations from any specifications; otherwise, the respondent will be held responsible for compliance in detail with the specifications listed in this Proposal. Please list exceptions below.

____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

Heartland Community College reserves the right to select the options that best serve the interest of the College.

The undersigned offers the prices, and terms in this proposal.

Name of Company _ ______________________________________

_ __________________________
 (printed name of authorized signer)

_ __________________________
 (signature of authorized representative)

Dated: _____________________

FEIN/SOC. SEC # ____________________________
VENDOR REFERENCES
(3 References Required)

Contractor must list at least three of the firm’s clients and authorize Heartland Community College to contact them as references. These clients must be of comparable size and complexity to the Heartland Community College Contract.

Client Name: _______________________________________________________
Contact Person: _______________________________________________________
Address: ___________________________________________________________
City/State/Zip: _______________________________________________________
Telephone #:  ( )

Client Name: _______________________________________________________
Contact Person: _______________________________________________________
Address: ___________________________________________________________
City/State/Zip: _______________________________________________________
Telephone #:  ( )

Client Name: _______________________________________________________
Contact Person: _______________________________________________________
Address: ___________________________________________________________
City/State/Zip: _______________________________________________________
Telephone #:  ( )
2015 Grounds Maintenance Services Proposal Checklist

_____ Questions submitted by close of business on April 1, 2015

_____ 3 Copies of Proposal (Pages 11 - 15)

_____ Reference sheet (Atch 2)

_____ Standard Supplement to Contract (Atch 4)

_____ Proposal enclosed in a sealed envelope and marked correctly.

Proposal delivered to Heartland Community College, Room CCB 2100 by _____ 1 PM on April 8, 2015.

Attachment 3
A. CONTRACT DESCRIPTION:

Contractor/Supplier: ________________________________________________________
Date Approved: ____________________________________________________________
General Subject: ____________________________________________________________

This Document supplements the above-described contract and any other contracts or agreements now or hereafter entered into between HEARTLAND COMMUNITY COLLEGE DISTRICT #540 and the Contractor or Supplier. Should any conflict exist between any separate contract or agreement and this supplement, this supplement shall apply. The provisions of this supplement are intended to apply, however, only to the extent required or contemplated by law, rule or regulation.

The following provisions shall apply if and to the extent required by law:

1. FORMAL NAME: HEARTLAND COMMUNITY COLLEGE DISTRICT #540 is the common name for the Board of Trustees of HEARTLAND COMMUNITY COLLEGE, Counties of DEWITT, FORD, LIVINGSTON, LOGAN, MCLEAN, AND TAZEWELL, and State of Illinois. All references to HEARTLAND COMMUNITY COLLEGE shall be deemed to refer to said Board of Trustees.

2. AUTHORITY: HEARTLAND COMMUNITY COLLEGE DISTRICT #540 is organized under and subject to the Illinois Public Community College Act (110 Illinois Compiled Statutes 805/1-1 et seg.). All contracts of HEARTLAND COMMUNITY COLLEGE are subject to the Illinois Public Community College Act and, also, all other applicable federal, state and local statues, laws, ordinances, policies, rules and regulations.

3. BIDDING PRACTICES: Pursuant to Section 33E-11 (a) of the Illinois Criminal Code (720 Illinois Compiled Statutes 5/33E 11(a)), Contractor or Supplier certifies that neither Contractor or Supplier, nor any agent or employee thereof, is barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or Section 33E-4 of said Code (720 Illinois Compiled Statutes 5/33E-3, 5/33E-4). Section 33E-3 pertains to the offense of bid-rigging and Section 33E-4 pertains to the offense of bid rotating.

4. BRIBERY CERTIFICATION: Contractor or Supplier certifies that neither Contractor or Supplier nor any agent or employee thereof has been convicted of
bribery or attempting to bribe an office or employee of the State of Illinois or any other state in that officer or employee’s official capacity, or has made an admission of guilt of such conduct which is a matter of record but has not been prosecuted for such conduct. See 30 Illinois Compiled Statutes 505/10.1.

5. CONFLICTS OF INTEREST:

a. GENERALLY: Contractor or Supplier agrees to comply with those provisions established by law pertaining to conflicts of interest, including, but not limited to, Section 3 of the Illinois Public Officer Prohibited Activities Act (50 Illinois Compiled Statutes 105/3) and Section 3-48 of the Illinois Public Community College Act (110 Illinois Compiled Statutes 805/3-48). Contractor or Supplier certifies that Contractor or Supplier is unaware of any violation of any laws pertaining to interest in contracts with respect to this contract.

b. DISCLOSURE OF OWNERS, ETC: If the contract with the Contractor or Supplier relates to the ownership or use of real property, the Contractor or Supplier shall disclose the identity of every owner and beneficiary having any interest, real or personal, in such property, and every shareholder entitled to receive more than 7 1/2% of the total distributable income of any corporation having any interest, real or personal, in such property, as required by Section 3.1 of the Illinois Officer Prohibited Activities Act (50 Illinois Compiled Statutes 105/3.1). The disclosure shall be in writing and shall be subscribed by an owner, authorized trustee, corporate official or managing agent under oath, or as otherwise provided in said Section.

6. DISCRIMINATION:

a. UNLAWFUL DISCRIMINATION: Contractor of Supplier agrees not to engage in or commit unlawful discrimination as that term is used in the Illinois Human Rights Act (775 Illinois Compiled Statutes 5/1-101 et seq.) or other applicable statutes, laws, rules or regulations and to otherwise comply with the requirements of said Act. This shall include, but not be limited to, refraining from unlawful discrimination and undertaking affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination as required by Section 2-105(A) of said Act (775 Illinois Compiled Statutes 5/2-105(A)). Contractor or Supplier further agrees to comply with the Illinois Public Works Employment Discrimination Act (775 Illinois Compiled Statutes 10/0.01 et seq.).

b. SEXUAL HARASSMENT: Pursuant to Section 2-105 of the Illinois Human Rights Act (775 Illinois Compiled Statutes 5/2-105(A)) Contractor or Supplier agrees to have a written sexual harassment policy that
includes, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under State law; (iii) a description of sexual harassment, utilizing examples; (iv) the Contractor’s or Supplier’s internal complaint process including penalties; (v) the legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by the Act. A copy of the policy shall be provided to HEARTLAND COMMUNITY COLLEGE and the Department upon request.

c. **DUES TO CLUBS WHICH DISCRIMINATE:** Contractor or Supplier certifies that it is not prohibited from receiving any award or grant because it pays dues or fees on behalf of its employees or agents or subsidized or otherwise reimburses them for payment of their dues and fees to any club which unlawfully discriminates contrary to the Illinois Discriminatory Club Act (775 Illinois Complied Statutes 25/0.01 et seq.).

d. **ACCESS:** If the contract involves, in whole or in part, the lease, rental or use of a facility or is otherwise subject to the provisions thereof, the contract and obligations, covenants and promises thereunder are subject to the condition precedent that the facilities are in compliance with all accessibility standards for public facilities promulgated under the Illinois Environmental Barriers Act (410 Illinois Compiled Statutes 25/1), and all other applicable federal and state statutes, laws, rules and regulations to ensure that the leased premises are and will be accessible to environmentally limited, disabled or handicapped persons.

7. **EDUCATIONAL LOANS:** Contractor or Supplier certifies that Contractor or Supplier is not in default on an educational loan as defined by the Illinois Educational Loan Default Act (5 Illinois Compiled Statutes 385/0.01 et seq.).

8. **DRUG FREE WORKPLACE:** To the extent that the contract is subject to the Illinois Drug Free Workplace Act (30 Illinois Compiled Statutes 580/1 et seq.), Contractor or Supplier certifies and agrees that Contractor or Supplier will provide a drug free workplace by complying with the terms of said Act, including, but not necessarily limited to, Section 3 of said Act (30 Illinois Compiled Statutes 580/3).

9. **TAXATION:**
   a. **TAX NUMBER:** Contractor or Supplier states under penalties of perjury that Contractor’s or Supplier’s tax identification number (either tax identification number or social security number) is: ____________________. If requested, the Contractor or Supplier will separately execute and deliver
an IRS Form W-9 certifying such number.

b.  **TAX OBLIGATIONS:** Contractor or Supplier understands that there are or may be tax obligations regarding doing business in the State of Illinois including, but not necessarily limited to, income taxes. It is responsibility of Contractor or Supplier to satisfy all income tax obligations.

c.  **SALES TAXES:** As a governmental entity, **HEARTLAND COMMUNITY COLLEGE** is exempt from use and occupation taxes on goods purchased. The tax exemption number for **HEARTLAND COMMUNITY COLLEGE** issued by the Illinois Department of Revenue is #E9966-5786-06.

d.  **PERSONAL SERVICES:**

1.  **Residency:** If the contract is a contract for personal services, Contractor or Supplier recognizes that an information return may be made to federal and state authorities. An information report is required to be filed with the Illinois Department of Revenue pursuant to Section 1405.2 of The Illinois Income Tax Act (35 Illinois Compiled Statutes 5/1405.2). A report may not be filed with the Illinois Department of Revenue if Contractor or Supplier appropriately certifies and executes such forms regarding residency including, but not necessarily limited to,

   Illinois Department of Revenue Form IL-W-5NR, establishing an exemption to such reporting requirement. Such certification must provide that the Contractor or Supplier and, if appropriate, individuals or groups of individuals providing services under contracts for personal services on behalf of Contractor or Supplier include solely Illinois residents, or that the Contractor or Supplier maintains an office in the State of Illinois.

2.  **Notice of Obligation:** If the presence in the State of Illinois of an individual or group of individuals was necessitated by the contract, Contractor or Supplier agrees to inform the individuals whose presence in Illinois was required, or their employer if such individuals were employed, that the payment has been or may be reported to the Illinois Department of Revenue.

3.  **Outstanding Tax Obligations:** Contractor or Supplier represents that Contractor or Supplier is not delinquent in the payment of any tax administered by the Illinois Department of Revenue unless contesting, in accordance with the appropriate procedures, liability for the tax. **See 65 Illinois Compiled Statutes 5/11-42.1-1.**
10. **PREVAILING WAGES:** **HEARTLAND COMMUNITY COLLEGE** is a public body for purposes of the Illinois Prevailing Wage Act (820 Illinois Compiled Statutes 130/0.01 et seq.). If and as the contract is subject to such Act, Contractor or Supplier agrees that not less than the prevailing rate of wages is found by the public body or the Illinois Department of Labor or determined by the court on review shall be paid to all laborers, workers and mechanics performing work under the contract. If any contractor’s bonds are required, they shall include a guarantee of the faithful performance of this prevailing wage clause.

B. **SUBMISSION OF PROPOSAL**

Each bidder acknowledges the right of the College to reject any or all proposals, to waive any informality or irregularity in any received, and based on past job performance and other documentation, to accept the bid which, in the College’s judgment, will be for the College’s best interests. Submit three (3) copies of the RFP response.

C. **AWARD OF CONTRACT**

The contract will be awarded to the bidder who in the College’s opinion will best serve the interest of the College. The award will be determined after an evaluation of all the proposals. The evaluation will include, but not limited to, proposal cost, experience, staff expertise, references, etc.

In addition to the factors mentioned elsewhere herein, the College, in making the determination for the basis of the award, will give consideration to whether or not the bidder involved:

1. has adequate staff available to perform the work properly and expeditiously;
2. has a satisfactory record of past job performances; and
3. has appropriate technical experience.

A contractor may submit additional information to enhance their proposal. This information may consist of items such as business resumes, charts, training procedures, methods used to minimize employee turnover, etc.

D. **PUBLIC INFORMATION**

All material submitted by bidder(s) will be made available for public inspection. This information will be available for public inspection during normal business hours at 1500 West Raab Road, Normal, IL. Every bidder is hereby warned that no part of their proposal or any other material submitted may be marked as confidential information, and that any material so designated by the bidder will be made public information by its inclusion in the proposal.
E. **PAYMENT AND FUNDING**

Payment to the Contractor will be made for services performed the previous month. Payment will be within 30 days after receipt of an invoice approved by the college.

F. **CANCELLATION**

Heartland Community College may cancel the contract at any time upon thirty (30) days written notice for reason of unsatisfactory performance or any other default of the Contractor. Either party may cancel the contract by giving sixty (60) days written notice; such notice by the Contractor should in no way be construed as taking away the right of Heartland Community College to cancel the contract for unsatisfactory performance or other due cause.

G. **LIABILITY**

The Contractor shall assume liability for damage or loss resulting from wrongful act(s) or negligence of its employees while they are on Heartland Community College premises. The Contractor or its’ insurer shall reimburse the College for any damage or loss within 30 days after a claim is submitted.

H. **GENERAL CONDITIONS**

1. The Contractor will furnish the name of a Supervisor who may be contacted by the College when needs arise. The Contractor shall also furnish a listing of the employees assigned to the sites. This list shall include the qualifications of the employees.

2. The Contractor will provide all recognized safeguards and assume all risks in performing the work for which the Contractor is responsible.

3. Bidder’s signature shall be construed as acceptance of, and willingness to comply with, all provisions of the acts of the General Assembly of the State of Illinois relating to taxes, wage of laborers, preference to citizens of the United States and residents of the State of Illinois, conflicts of interest, drug free workplace, discrimination and intimidation of employees including Executive Order #11246. Provisions of said acts are hereby incorporated by reference and become a part of this proposal and specifications.

4. The Contractor’s organization shall be responsible for accomplishing the work outlined and shall not sub-contract this work unless approved in advance by the College in writing.

5. The following Indemnity Agreement and Liability Insurance clauses are to apply.
I. CONTRACT RESTRICTIONS

The Contractor shall not:

1. Commit any unfair employment practices as defined in the Fair Employment Practice Act.

2. Contractor’s employees shall not be deemed employees of Heartland Community College and they shall not represent themselves to be employees or agents of Heartland Community College.

3. Employ any illegal alien.

J. NON-DISCLOSURE PUBLICITY

The Contractor shall not use Heartland Community College’s name in any publication, promotion, or advertisement without Heartland Community College’s written permission prior to the issuance of any such publication, promotion or advertisement.

K. INSURANCE

The Contractor shall not commence work under the Contract until he has obtained all insurance required by this Article and until insurance has been approved by the College. All specified insurance shall be provided by the Contractor and at the Contractor’s own expense. Said insurance shall remain in full force and effect until the term of the Contract is completed.

L. INDEMNITY AGREEMENT AND LIABILITY INSURANCE

The Contractor shall indemnify and hold harmless the College, its trustees, and employees against all loss, damage and expense which they may sustain or become liable for on account of injury to or death of persons, or on account of damage to or destruction of property resulting from the performance of work under the contract by the Contractor or his Subcontractors or due to or arising in any manner from the wrongful act of negligence of the Contractor or his Subcontractor or any employee of any of them, or due to the condition of the premises or other property of the College, upon, about or in connection with which any work incident to the performance of the Contract is carried on.

1. The Contractor shall cause a Certificate of Insurance to be issued naming the Board of Trustees of Heartland Community College as an additional insured. The Certificate of Insurance shall be provided by an insurance company with a rating of B+: VI or better in the current edition of Best’s Key Rating Guide. This Certificate of Insurance must be received and approved before commencement of
operations. The Certificate must evidence the following coverage in at least the limits stipulated. The Contractor must agree to maintain such insurance for the duration of the project or the term for which services will be rendered.

Worker’s Compensation (including Occupational Disease) under the terms of the Illinois Workmen’s Compensation Act.

a. Employer’s Liability: $500,000

b. Public Liability:
   - Bodily Injury: $1,000,000 Combined Single Limit
     OR
   - Bodily Injury: $1,000,000 per occurrence
   - Property Damage: $500,000 per occurrence

c. Automotive Liability:
   - Bodily Injury: $1,000,000 Combined Single Limit
     OR
   - Bodily Injury: $1,000,000 per occurrence
   - Property Damage: $500,000 per occurrence

CONTRACTOR OR SUPPLIER

By: ________________________________

Date: ________________________________