KISHWAUKEE COLLEGE
*Business Office*

# INVITATION FOR BID

## Kishwaukee College 3 Year Landscape Maintenance

## Contract

**Opening Date and Time: Thursday, January28th at 10:00a.m.**

**Please NOTE: Bids received after this time will not be accepted.**

**Bids will be publicly opened and recorded at:**

**Kishwaukee College**
**Room C1121**
**21193 Malta Rd**
**Malta, IL 60150-9699**

**Chris Bailey, Business Office Manager**
Cbailey4@kish.edu

# INSTRUCTIONS TO BIDDERS

**BID SUBMISSION:**
Bids must be received, and bidders will be identified by Kishwaukee College at the place, date and time designated above. You may attend this public opening if desired.

Bids must be made in accordance with the instructions provided within this document. All submittals are to contain a total of **two (2) hard copies**. They shall be submitted on or before the specified opening date and time in an opaque sealed envelope addressed to:

Kris Rissman
Kishwaukee College
21193 Malta Rd,
Malta, IL 60150

Fax, email, or other electronic transmission of bids is not permitted. All envelopes should be plainly marked, with the bidder's name and address and the following notation:

**SEALED BID: Kishwaukee College 3 Year Landscape Maintenance Contract**

**DO NOT OPEN**

**FIRM OFFER:**
All bids will be considered firm for a period of sixty (60) days from the bid opening date established above. After bids are received, no allowance will be made for oversight or error by bidder.

**SELECTION PROCESS:** The College will award the responsible vendor bidding the lowest price, while satisfying all other specifications and requirements established within this document. Secondary awards will be made at the College's sole discretion.

**AWARD DECISION:**
The Associate Vice President of Campus Operations will make such investigation as is necessary to determine the ability of the bidders to fulfill bid requirements. The College reserves the right to reject any or all bids or parts thereof, or waive any irregularities or informalities, and to accept the bid that in its judgement best serves the interest of the college. Decisions of the College will be final. The successful bidder shall not proceed with any performance related to this bid until they have received verification that they have been awarded the bid by the Kishwaukee College Board of Trustees, including execution of a two-party agreement when applicable. Failure to comply is done so at the risk of the bidder.

**QUESTIONS, CHANGES AND CORRECTIONS:**
Each bidder shall carefully examine all bid documents and related addenda and shall thoroughly familiarize themselves with the detailed requirements within prior to submitting a bid. Should a bidder find discrepancies, ambiguities, or omissions within bid documents, or should they be uncertain with regard to process or other matters, questions must be forwarded in writing via email to Kris Rissman at Krissman@kish.edu. Questions must be received no later than January 26th by 1:00 pm.

Should any questions prompt a response that provides information that would impact all prospective vendors, written addenda describing changes and/or corrections will be issued by the college and posted to accompany this Invitation for bid document. Any such addenda shall take precedence and supersede specified portions of the documents and shall become part of the vendor's bid documents.

**ACKNOWLEDGEMENT OF ADDENDA:**
Signature of a company official on an original bid document shall be construed as acknowledgement of receipt of any and all addenda pertaining to this specific bid. Identification by number of the addenda and date issued should be noted on all bids submitted. A copy of any and all addenda should be included with the bid packet. Any addenda will be posted to Kishwaukee College's website at http://www.kish.edu/rfp.

- ***FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA ON A SUBMITTED BID MAY RESULT IN DISQUALIFICATION OF THE BID.***
- ***Bidders who obtain a copy of the Invitation to Bid from the College's website are responsible for checking the site for any addenda issued.***

**SITE INSPECTION:**
Bidders may schedule a site visit by contacting Kris Rissman Director of Campus Operations, via email at Krissman@kish.edu before the opening date to make arrangements. The bidder shall take into consideration all such conditions as may affect contract work. No additional expense will be allowed for failure to be so informed.

**TAX EXEMPTION:**
Kishwaukee College is not subject to Federal Excise Tax, Illinois Retailers Occupational Tax, the Service Occupation Tax (both state and local), the Use Tax and the Service Use Tax. A copy of the college's tax-exempt letter will be provided upon request.

**SIGNATURE ON BID**:
The signature on bid documents is to be that of an authorized representative of the company making the bid. Each bidder, by making a bid, represents that bid documents have been read and understood and that this Invitation for Bid document is a part of the specifications.

**W-9 FORM:**
A current W-9 form must be returned with the bid packet. *(A blank form is included at the end of this document).*

**EQUAL OPPORTUNITY EMPLOYMENT/AFFIRMATIVE ACTION:**
Kishwaukee College is an Equal Opportunity/Affirmative Action Employer. In the event of the bidder's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practice Act, or the Fair Employment Practices Commission's Rules and Regulations for Public contracts, the bidder may be declared non-responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporation and the contract may be cancelled or avoided in whole, or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

**MINORITIES, FEMALES AND PERSONS WITH DISABILITES PARTICIPATION:**
It is the College's policy to promote the economic development of businesses owned by minorities, females, and persons with disabilities for certain services as provided by the Business Enterprise for

Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575 and the Business Enterprise Council for Minorities, Females and Persons with Disabilities. To qualify for BEP utilization, any Prime Bidder or Subcontractor that will complete work towards fulfillment of the specifications noted in this solicitation must be qualified as a BEP Certified Vendor at the time the bid is due.
**Become BEP and/or VBP Certified Online:** https://cms.diversitycompliance.com/

**SUBCONTRACTORS:**
Use of subcontractors to perform any portion of the work required must be included in the submitted proposal. A description identifying portion(s) of the work potentially subcontracted out is to be submitted, along with the names and addresses of the prospective subcontractors. The awarded vendor may not use the services of other contractors/subcontractors not named in the proposal without prior written permission of the college.

**INSURANCE:**
Insurance shall be obtained from a company or companies licensed to do business in Illinois. Vendor shall provide to Kishwaukee College, before commencement of operations, a certificate of insurance that meets or exceeds the following coverage amounts:

- Commercial General Liability:
  - $2,000,000 General Aggregate
  - $2,000,000 Products/Completed Operations
  - $1,000,000 per Occurrence-Bodily Injury and Property Damage –Organization's Liability
- Commercial Professional Liability
  - $1,000,000 General Aggregate
  - Umbrella Liability (Minimum Limits)
  - $1,000,000 General Aggregate
  - $1,000,000 Each Occurrence
- Automobile
  - $1,000,000 Combined Single Limit
- Worker's Compensation
  - A limit of not less than minimum statutory limits for the State of Illinois

**PREVAILING WAGE AND CERTIFIED PAYROLL:**
Vendor's signature shall be construed as acceptance of and willingness to comply with all provisions of 820 ILCS 130, the Prevailing Wage Act when applicable. All laborers, workmen and mechanics engaged in construction will be paid not less than the "Prevailing Wage". The vendor further agrees to provide a copy of the certified payroll to the Facilities Manager on a monthly basis for the duration of the project.

**DAMAGE AND NEGLIGENCE:**
Kishwaukee College shall not be responsible for damages, delays, or failure to perform on its part resulting from acts or occurrences of force majeure. "Force majeure" means any (a) act of God, landslide, lightning, earthquake, hurricane, tornado, blizzard, floods and other adverse and inclement weather conditions; (b) fire, explosion, flood, acts of a public enemy, war, blockade, insurrection, riot or civil disturbance; (c) labor dispute, strike, work slowdown, picketing, primary boycotts, secondary boycotts or boycotts of any kind and nature, or work stoppages; (d) any law, order, regulation ordinance, or requirement of any government or legal body or any representative of any such government or legal body; (e) inability to secure necessary materials, equipment, parts or other components of the project as a result of transportation difficulties, fuel or energy shortages, or acts or

omission of any common carriers; or (f) any other similar cause or similar event beyond the reasonable control of College.

**TERMINATION OF FUNDING:**
Kishwaukee College's contractual obligations will be subject to termination and cancellation without penalty, accelerated payment, or other recoupment mechanism as provided herein in any fiscal year for which the Illinois General Assembly or other legally applicable funding source fails to make an appropriation to make payments under the terms of this Contract. In the event of termination for lack of appropriation, the Vendor shall be paid for services performed under this Contract up to the effective date of termination. Kishwaukee College shall give notice of such termination for funding as soon as practicable after becoming aware of the failure of funding.

**BLACKOUT PERIOD:**
Under no circumstances are respondents to contact or discuss this Invitation for Bid, or any of the information contained herein or about this solicitation in general, with any Kishwaukee College trustee, employee, vendor, contractor, or subcontractor, other than using the methods outlined in this bid. Respondents are strictly forbidden from visiting the College's locations or approaching any College trustee, employee, vendor, contractor, or subcontractor for any information related to this Invitation to Bid without the direct knowledge and authorization in writing in advance from the Director of Campus Operations. Violation of these provisions may subject the respondent to immediate disqualification.

**INSPECTION:**
Upon completion of any work, the College shall reserve the right to make final inspection and finding the entire work to be in full compliance with all requirements set forth, will accept the work. The Vendor shall maintain all parts of the work at their own expense until final acceptance of the entire work by the College. If any defects or omissions in the work are hidden or concealed at the time of acceptance but become apparent within one year after the final acceptance of the work, the Vendor shall immediately correct and make good the same upon notice by the College, and if the Vendor fails, refuses or neglects to do so, the College may correct and make good the same and the Vendor here by agrees to pay on demand the cost and expense of doing such work.

**Cancellation Policy:**
Either party reserves the right to cancel this contract by providing written notice to the other party at least 60 days in advance. The notice should clearly state the intention to terminate the contract and provide the desired termination date. All cancellation notices must be delivered in writing and sent via certified mail, email with read receipt, or any other verifiable method that provides proof of delivery. The notice shall be considered effective on the date of receipt by the receiving party.

**Compensation and Refunds:**
In the event of contract cancellation, the contractor shall be entitled to receive compensation for any work completed up to the termination date, as outlined in the contract. Any prepaid fees or deposits shall be refunded to Kishwaukee College within 30 days of the termination date.

**Payments:**
- Every year Kishwaukee College will pay upon completion of the spring clean-up services.
- Starting in May of each contract year Kishwaukee College agrees to pay a monthly maintenance fee for the ongoing maintenance services provided.

- After fall clean-up of each contract year Kishwaukee College will pay upon completion.

# Bid Specifications

**Kishwaukee College invites bids from qualified vendors to Provide a 3-year Landscape Maintenance Contract**

**LOCATION:**
Vendor shall provide goods and services to the Kishwaukee College campus located at:

21193 Malta Rd.
Malta IL 60150

**AGREEMENT PROVISIONS:**
If an award is made, the selected vendor may be required to execute a two-party agreement with the College affirming the terms and conditions that will manage the engagement between the two parties. In the event that an agreement is executed, this document, all related addenda and the vendor's submission will be included as exhibits to the agreement.

**TERM OF AGREEMENT:**
The successful bidder will provide all labor, supervision, materials, mulch, herbicides, equipment, transportation, disposal, and incidentals required for a three-year landscape maintenance agreement.

**Spring Clean Up**

1. Work shall begin no earlier than May 1st unless approved in writing and must be completed by the second Friday in May each year.
2. Clean up and weed all garden beds in zones 1-4, including removing of debris and weeds.
3. Add mulch rings to trees in zone 1-4 that do not have one.
4. Clean up and weed trees that have mulch rings in zones 1-4.
5. Create and maintain defined edge on all garden beds and trees with mulch rings in zones 1-4.
6. Install and evenly spread the required annual mulch quantity throughout Zones 1 through 4 to produce a finished depth generally between 2 and 3 inches after settlement.
7. Apply weed preventative to all garden beds and trees in zones 1-4.
8. Trim trees and shrubs in in the main areas and garden beds in zones 1-4.

**Monthly Service agreement**

1. Trim, weed, remove debris in garden beds and trees that have mulch beds in zones 1-4.
2. Maintain defined edges on all garden beds and trees with mulch rings in zones 1-4.
3. Tine mulch as needed in garden beds and trees with mulch rings in zones 1-4.
4. Apply weed preventative as needed in zones 1-4.
5. Provide pricing for monthly landscape maintenance services from June through October, for a total of five visits annually. Please also provide an alternate price for bi-weekly landscape maintenance during the same period, for approximately ten visits annually.

6. Each visit shall include weeding, edging, trimming, debris removal, mulch maintenance, and weed control in all designated landscape beds and tree rings.

**Fall Clean-up**

1. Remove all fallen debris for garden beds including fallen leaves, tree limbs, and other plant material in zones 1-4.
2. Prune garden beds, cut back any dead, diseased or damaged branches on shrubs and trees.
3. Perennial maintenance that consists of cutting back and removing spent stems and foliage of perennial plants.
4. Cutting ornamental grasses down.
5. Fall cleanup shall be performed after the majority of leaves have fallen and completed before the onset of winter weather. The timing of services shall be coordinated with the College.

**Deadline of project:**

Spring cleanup and annual mulch installation must be completed no later than the second Friday in May of each contract year. Growing-season maintenance must be completed during the first full workweek of June, July, August, and September, weather permitting. Fall cleanup must be completed after the majority of leaves have fallen and before snow cover prevents completion.

**Mulch Requirements**

1. Provide good-quality, uniformly processed, dark brown organic mulch made from shredded bark or comparable clean wood material.
2. Mulch shall have a fine to medium texture and be reasonably free of soil, stones, plastic, metal, trash, weeds, weed seed, diseased material, and other contaminants.
3. Mulch made from recycled or ground pallets is not permitted.

**ANNUAL MULCH QUANTITY**

- **The annual base bid must include exactly 180 cubic yards of mulch per contract year.**
- For bidding and scheduling, the College estimates 180 cubic yards to equal approximately three semi-trailer loads at about 60 cubic yards per load. Semi-trailer capacity may vary. The controlling requirement is 180 cubic yards each year, not the number of loads.
- The annual price must include purchase, freight, delivery, staging, installation, cleanup, and disposal associated with all 180 cubic yards.
- The contractor must provide delivery tickets, scale tickets, or other acceptable volume documentation showing the quantity delivered. The College may verify quantities before or during placement.
- No annual quantity change is permitted without prior written authorization from the College. The bidder must provide a per-cubic-yard unit price for authorized adjustments.
- Keep mulch away from tree trunks, shrub stems, building siding, door thresholds, drains, utility equipment, and pavement. Any unused mulch remains College property and must be stockpiled only at a location approved by the College.

**MULCH QUANTITY CONFIRMATION**

Annual base bid includes exactly 180 cubic yards of mulch each year: Yes ____ No ____

Bidder understands that three semi-trailer loads is an estimate only and 180 cubic yards is the controlling annual quantity: Yes ____ No ____

Delivery tickets or other quantity documentation will be provided: Yes ____ No ____

Proposed mulch manufacturer/source: _____

Proposed mulch product/description: _____

## BID FORM

**Kishwaukee College 3-year Landscape Maintenance Contract**

**The following pages MUST BE SUBMITTED with the bid packet. Any bid that is submitted without these documents may be DISQUALIFIED.**

Complete all fields in the table below.

| | |
|---|---|
| **Company Name** | |
| **Address** | |
| **City, State, ZIP** | |
| **Contact Name** | |
| **Title** | |
| **Phone/Email** | |
| **Three-year total for 5 visits per year for monthly maintenance** | |
| **Alternate: Three-year total for 10 visits per year for monthly maintenance** | |

**Part 1 – NOTES:**

Bidders are invited to include additional information not specifically requested within this document if the information is useful and applicable to this Invitation for Bid.

**Part 2 – COMPANY INFORMATION:**

Respond to each of the items below.

1. Provide information regarding the organizational and ownership structure of your company and number of years in business. Identify any recent changes to organization or ownership.

2. Provide information regarding your current annual sales, total number of employees and capacity to perform the services required by the College.

3. List the experience and role of staff members who will work on this account. Include names, titles, roles, responsibilities, and office locations. Identify the expectations for the interactions these individuals will have with the internal Kishwaukee College team.

4. Confirm understanding and acceptance of all conditions and terms within this RFP document, specifically the specifications noted on pages 6 & 7.

5. Detail what can be expected during the on-boarding process of a new client engagement.

6. Detail what can be expected during the first 30-days of performance.

7. Provide three examples that illustrate the vendor's ability to minimize costs, while passing on savings to the client.

**Kishwaukee College reserves the right to reject any proposal if it is determined that the proposing vendor is not properly qualified to perform as specified within this document. Part 3 – REFERENCES:**

Please provide contact information for at least three (3) current clients similar in size and/or structure to Kishwaukee College. The College will make any necessary reference checks to determine the ability of the Bidder to fulfill bid requirements.

| Name | Address | Contact Information (Phone & Email) |
|---|---|---|
| | | |
| | | |
| | | |
| | | |
| | | |

**Part 4 – OFFER:**

Having familiarized itself with the conditions affecting the cost of the work associated **the procurement of a Kishwaukee Colleges 3-year Landscape Maintenance Contract** at Kishwaukee College and with the bid documents, bidder hereby proposes to perform everything required and to furnish all labor, materials, necessary tools, expendable equipment, and transportation series necessary to complete in a workmanlike manner the work stated specifications section of the bid documents.

VENDOR COMMENTS/GUIDELINES:

**Part 6 - SECONDARY VENDOR:**
If your firm does not receive the primary award, would your firm be willing to accept a secondary vendor award, while performing under the terms of your proposal in either a replacement or complimentary fashion, should the awarded primary vendor be unable to satisfy the College's needs during the award period for any reason?

_____Yes _____No

**Part 7 - PROPOSAL FORM SIGNATURE(S)**

Company Name: _____
(Vendor – print the full name of your Proprietorship, Partnership or Corporation)

Authorized Officer Signature: _____ Date: _____

Printed Name: _____

Title: _____

Form **W-9**
(Rev. November 2005)
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, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ► ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 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.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**
___ ___ ___ – ___ ___ – ___ ___ ___ ___

**or**

**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. person (including a U.S. resident alien).

**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 4.)

**Sign Here** | **Signature of U.S. person** ► | **Date** ►

## 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, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** 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.

In 3 above, 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.

**Note.** If 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

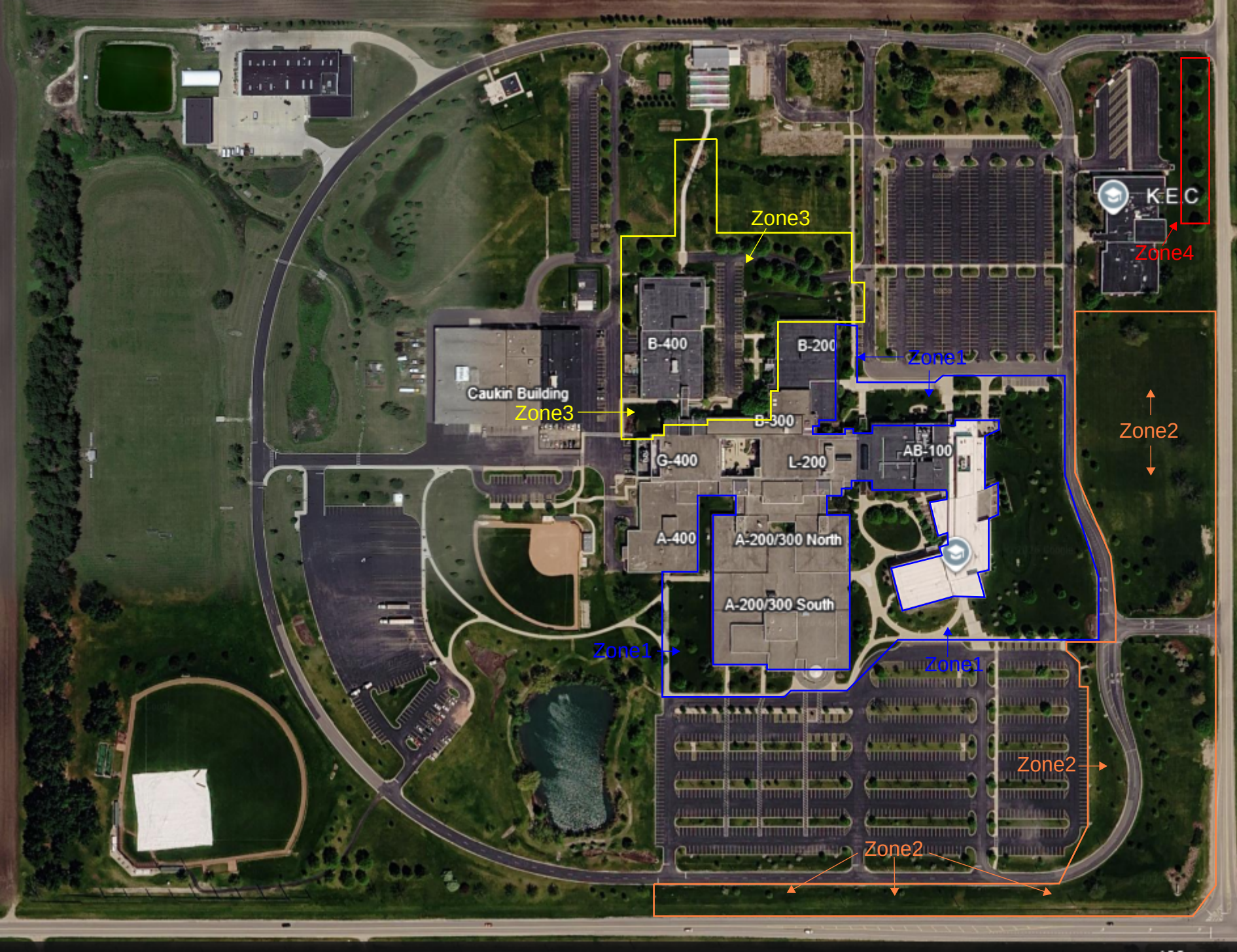
**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the 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 withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



**For further instructions, please visit http://www.irs.gov/pub/irs-pdf/iw9.pdf**


KEC
Zone3
Zone4
B-400
B-200
Zone1
Caukin Building
Zone3
B-300
Zone2
G-400
L-200
AB-100
A-400
A-200/300 North
A-200/300 South
Zone1
Zone1
Zone2
Zone2