

JOLIET JUNIOR COLLEGE ILLINOIS COMMUNITY COLLEGE DISTRICT #525

(Business & Auxiliary Services) 1215 Houbolt Road Joliet, Illinois 60431-8938

INSTRUCTIONS TO BIDDERS

Sealed proposals are invited for **FERTILIZATION & WEED CONTROL** pursuant to specifications. Vendors who do not submit a bid or who do not respond with a "no bid" will be removed from our vendor list for this item.

PROPOSALS:

Proposals will be received and publicly read aloud by the Joliet Junior College, Joliet, Will County, Illinois, at the place, date and time hereinafter designated. You are invited to be present if you so desire.

PLACE: Joliet Junior College District Illinois Community College District #525 Director of Business & Auxiliary Services, Building A, Room 3102 1215 Houbolt Road Joliet, IL 60431-8938

DATE: <u>JULY 24, 2018</u>

FAXES ARE NOT ACCEPTABLE

TIME: <u>10:00 AM</u>

Proposals received after this time will not be accepted.

Proposals must be made in accordance with the instructions contained herein. They shall be submitted on the forms provided on the College's website in a sealed envelope addressed to the Director of Business & Auxiliary Services, Building A, Room 3102, plainly marked, with the Bidder's Name and Address and the notation:

BID: FERTILIZATION & WEED CONTROL

PRE-BID MEETING: NOT REQUIRED

DELIVERY:

All prices must be quoted F.O.B., Joliet Junior College, 1215 Houbolt Road, Joliet, IL 60431 unless otherwise noted.

TAX EXEMPTION:

Joliet Junior College is exempt from Federal, State, and Municipal taxes.

SIGNATURE ON BIDS:

Joliet Junior College requires the signature on bid documents to be that of an authorized representative of said company.

Each bidder, by making his bid, represents that he has read and understands the bidding documents and that these instructions to bidders are a part of the specifications.

BIDDING PROCEDURES:

- 1. No bid shall be modified, withdrawn, or cancelled for sixty (60) days after the bid opening date without the consent of the College Board of Trustees.
- 2. Changes or corrections may be made in the bid documents after they have been issued and before bids are received. In such case, a written addendum describing the change or correction will be issued by the College to all bidders of record. Such addendum shall take precedence over that portion of the documents concerned, and shall become part of the bid documents. Except in unusual cases, addendum will be issued to reach the bidders at least five (5) days prior to date established for receipt of bids.
- 3. Each bidder shall carefully examine all bid documents and all addenda thereto, and shall thoroughly familiarize themselves with the detailed requirements thereof prior to submitting a proposal. Should a bidder find discrepancies or ambiguities in, or omissions from documents, or should they be in doubt as to their meaning, they shall, at once, and in any event, not later than ten (10) days prior to bid due date, notify the College who will, if necessary, send written addendum to all bidders. The college will not be responsible for any oral instructions. All inquiries shall be directed to the Director of Business & Auxiliary Services. After bids are received, no allowance will be made for oversight by bidder.

SUBSTITUTIONS:

- 1. Each bidder represents that his bid is based upon the materials and equipment described in the bidding documents.
- 2. Any dealer bidding an equal product must specify brand name, model number, and supply specifications of product. The Board shall be the sole judge of whether an article shall be deemed to be equal.
- 3. A bidder's failure to meet the minimum specifications as listed may result in disqualification of his bid.

REJECTION OF BIDS:

The bidder acknowledges the right of the College Board to reject any or all proposals and to waive informality or irregularity in any proposal received and to award each item to different bidders or all items to a single bidder. In addition, the bidder recognizes the right of the College Board to reject a proposal if the proposal is in any way incomplete or irregular. The College Board may also award, at its discretion, only certain items quoted on. The College Board also reserves the right to reject the proposal of a Bidder who has previously failed to perform properly or complete on time contracts of a similar nature, or a bid of a Bidder when investigation shows that Bidder is not in a position to perform the contract.

BUSINESS ENTERPRISE PROGRAM (BEP):

MINORITIES, FEMALES, AND PERSONS WITH DISABILITIES PARTICIPATION AND UTILIZATION PLAN:

Joliet Junior College will make every effort to use local business firms and contract with small, minority-owned, and/or women-owned businesses in the procurement process. This solicitation contains a goal to include businesses owned and controlled by minorities, females, and persons with disabilities in the College's procurement and contracting processes in accordance with the State of Illinois' Business Enterprise for Minorities, Females, and Persons with Disabilities Act (30 ILCS 575).

Because these goals vary by business ownership status and category of procurement, we urge interested businesses to visit the Department of Central Management Services (CMS), <u>Business Enterprise</u> <u>Program (BEP)</u> web site to obtain additional details. To qualify, prime vendors or subcontractors must be certified by the CMS as BEP vendors prior to contract award. Go to (<u>http://www2.illinois.gov/cms/business/sell2/bep/Pages/default.aspx</u>) for complete requirements for BEP certification.

For applicable projects, vendors may be asked to submit a <u>utilization plan</u> and <u>letter of intent</u> that meets or exceeds the identified goal. If a vendor cannot meet the goal, documentation and explanation of good faith efforts to meet the specified goal may be required within the utilization plan.

ACKNOWLEDGEMENT OF ADDENDA:

Signature of company official on original document shall be construed as acknowledgement of receipt of any and all addenda pertaining to this specific proposal. Identification by number of addenda and date issued should be noted on all proposals submitted.

FAILURE TO ACKNOWLEDGE RECEIPT OF ADDENDA ON PROPOSAL SUBMITTED MAY RESULT IN DISQUALIFICATION OF PROPOSAL.

Bidders who obtain a copy of the bid from our web site are responsible for checking back on the site for any addenda issued.

CLERICAL ERRORS:

If applicable, all errors in price extensions will be corrected by Joliet Junior College and totals for award determination corrected accordingly, unless the bidder specifies that no change be made in the total submitted. In this case, all incorrect price extensions will be noted at "lot", and award determination made on the basis of <u>total</u> price submitted.

SAMPLES:

Bidder may be required to furnish samples upon request and without charge to the College.

B18017 BID SECURITY: NOT REQUIRED

PAYMENTS:

Certified Payroll: **NOT REQUIRED** Partial Lien Waivers: **NOT REQUIRED** Final Lien Waivers: **NOT REQUIRED**

INSURANCE:

The successful bidder will be required to furnish a certificate of insurance in the following amounts:

The insurance coverage required here-in-under shall be the minimum amounts maintained by the Contractor and Subcontractors until all Work is completed and accepted by the Owner.

The Contractor will purchase and maintain "all risks" Builder's Risk property insurance, where applicable, subject only to such exclusions as have been specifically approved by the Owner in writing.

- A. Workers Compensation
 - 1. State: Statutory
 - 2. Applicable Federal: Statutory
 - Employer's Liability:
 a. \$1,000,000 per Accident
 b. \$1,000,000 Occupational Disease
- B. Commercial Comprehensive Liability
 - 1. Each Occurrence: \$1,000,000
 - 2. Products/Completed Operations Aggregate: \$2,000,000
 - 3. Personal/Advertising Injury: \$1,000,000
 - 4. General Aggregate: \$2,000,000
 - 5. Policy shall include: \$2,000,000
 - a. Premises: Operations
 - b. Independent Contractors Liability
 - c. Products and Completed Operations: Maintained for minimum of one year after date of final Certificate for Payment, in full amount of the limits

specified above.

- d. Contractual Liability
- e. Coverage for explosion (x), collapse (c), and underground (u).

6. The Commercial Comprehensive Liability policy shall include a contractual liability endorsement insuring the indemnity required by the contract. The indemnities shall be named as additional insured on the Contractor's Commercial Comprehensive Liability policy using Form CG 20 10 or its equivalent and shall name Joliet Junior College, its Board of Trustees, officers, employees and agents as additional named insured's at a minimum. The Contractor hereby agrees to effectuate the naming of such additional insured's as unrestricted additional insured's on the Contractor's policy. The additional insured endorsement shall provide the following:

a. That the coverage afforded the additional insurance will be primary/noninsurance for the additional insurance with respect to claims arising out of operations performed by or on behalf of the Contractor. b. That the policy shall contain a thirty (30) day notice of cancellation prior to the effective date thereof.

c. That the additional insureds have other insurance which is applicable to the loss, such other insurance will be on an excess or contingent basis.

d. That the amount of the company's liability under the insurance policy will not be reduced by the existence of such other insurance.

e. That the additional insureds will not be given less than thirty (30) days prior written notice of any cancellation thereof.

f. That the Contractor agrees to indemnify the College for any applicable deductibles.

g. That the insurance policy from an A.M. Best rated "secured" Illinois State licensed insurer.

h. The Contractor shall provide the College with a copy of its insurance

policy or in the alternative and subject to the College's agreement, an excerpt of a page from the actual policy evidencing the additional insureds as provided for herein.

i. Contactor acknowledges that failure to obtain such insurance on behalf of the College constitutes a material breach of the contract and subjects
Contractor to liability for damages, indemnification and all other legal remedies available to College. The Contractor is to provide the College at all times with a certificate of insurance, evidencing the above requirements have been met. The failure of the College to object to the contents of the certificate or the absence of it shall not be deemed a waiver of any and all rights held by the College.

j. That enclosed is a copy of the endorsement providing additional insured's status and that the Contractor will furnish a Certificate of insurance evidencing the foregoing provisions.

k. Please include clause below in the policy:

It is agreed that Joliet Junior College, its Board of Trustees, officers, employees, agents and (Architect/Engineer Name) are additional insureds on the policy.

C. Business Auto Liability (including owned, non-owned and hired vehicles).

- 1. Bodily injury
 - a. \$1,000,000 per person
 - b. \$2,000,000 per accident
- 2. Property damage: \$1,000,000 OR
- 3. Combined Single limit: \$1,000,000
- D. Umbrella
 - 1. Umbrella Excess Liability: \$4,000,000
 - 2. If the Contractor's Workers Compensation, Commercial General Liability and

Business Auto policies do not have these minimum limits, an Umbrella policy written by an insurance company acceptable to the Owner may be used to meet the minimum limits required.

3. Follow-form or Primary/Non-Contributory (PNC) status and Waiver of Subrogation (WOS) for Joliet Junior College

B18017

All such policies of insurance shall be written by companies approved by the College and Certificates of Insurance shall be furnished to the College. The College shall be listed as an additional named insured under such policies. Each policy shall require at least 30 days' notice to the College in the event of cancellation. The contractor agrees to indemnify, defend, and hold harmless the College from and against all suits or claims, which may be based upon any injury to or death of any person or persons or damage to property, which may occur or which may be alleged to have occurred in the course of the Performance of this Agreement by the Contractor, whether such sum claim shall be made by an employee of the Contractor, by a third person or their representatives, or whether or not it shall be claimed that the said injury, death, or damage or cause through a negligence act or omission of the Contractor; and the all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith; and if any judgment shall be rendered against the College in any such action or actions, the Contractor, at its own expense, shall satisfy and discharge the same.

PERFORMANCE BONDS: NOT REQUIRED

LAWS AND ORDINANCES:

In execution of the work, the Contractor shall comply with applicable state and local laws, ordinances and regulation, the rules and regulations of the Board of Fire Underwriters, and OSHA standards.

SEX OFFENDER REGISTRATION REQUIREMENT NOTIFICATION:

Illinois Compiled Statutes (730 ILCS 150/2) requires that any person who is required by law to register as a sex offender and who is either a student or an employee at an institution of higher education, must also register with the police department of the institution they are employed by or attending. For purposes of this act, a student or employee is defined as anyone working at or attending the institution for a period of five (5) days or an aggregate period of more than thirty (30) days during a calendar year. This includes persons operating as or employed by an outside contractor at the institution. Anyone meeting the above requirements is required to register at the Campus Police Department located in G1013, within five (5) days of enrolling or becoming employed. Persons failing to register are subject to criminal prosecution.

DAMAGE AND NEGLIGENCE:

The Contractor agrees to indemnify and save harmless the College and employees from and against all loss, including costs and attorney's fees, by reasons or liability imposed by law upon the College for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or persons or on account of damage to property including loss of use thereof as provided in the General Conditions and Supplementary Conditions.

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 slow down, 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.

INVESTIGATION OF BIDDERS:

The College will make any necessary investigation to determine the ability of the bidder to fulfill the proposal requirements. Joliet Junior College reserves the right to reject any proposal if it is determined that the bidder is not properly qualified to carry out the obligation of the contract.

DISCLOSURE:

Vendor shall note any and all relationships that might be a conflict of interest and include such information with the bid.

APPRENTICESHIP AND TRAINING PROGRAMS: NOT REQUIRED

SUBCONTRACTORS:

Bidders must state on the proposal form all subcontractors he intends to use for this project. Failure to do so may be cause for rejection of bid.

PREVAILING WAGE RATE: NOT REQUIRED

BID QUANTITIES:

The College Board will reserve the right to increase or decrease, within reasonable limits, such quantities as need requires and at the unit price stated.

BID AWARDS:

The successful contractor, and/or any contractor shall not proceed on this bid until it receives a purchase order from the college. Failure to comply is the risk of that contractor.

TERMINATION OF FUNDING:

JJC'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. JJC shall give notice of such termination for funding as soon as practicable after JJC becomes aware of the failure of funding.

CHANGES TO CONTRACT AFTER BID AWARD:

There shall be no deviations from any work without a written change order. All change orders must be approved by the Director of Business & Auxiliary Services or Vice President of Administrative Services as well as executed by the successful contractor.

If a change order or aggregate of change orders are 10% or more of the contract price, and such change orders are not approved, in writing, by either the Director of Business & Auxiliary Services or Vice President of Administrative Services, the successful contractor shall not be entitled to any type of compensation for services or materials provided.

GENERAL:

Joliet Junior College is committed to a policy of non-discrimination on the basis of sex, handicap, race, color, and national or ethnic origin in the admission, employment, educational programs, and activities it operates. Inquiries should be addressed to the Director of Human Resources.

The contractor (or vendor) shall agree to save and hold harmless the Joliet Junior College, the members

B18017

of its College Board, its agents, servants and employees, from any and all actions or causes of action, or claim for damages, including the expense of defending suit, arising or growing out of the performance of, or failure to perform its contract.

This contract is subject to and governed by the rules and regulations of the Illinois Human Rights Act. The Customer reserves the right to request additional information after your proposal has been submitted.

BLACKOUT PERIOD:

After the College has advertised for bids, no pre-bid vendor shall contact any College officer(s) or employee(s) involved in the solicitation process, except for interpretation of bid specifications, clarification of bid submission requirements or any information pertaining to pre-bid conferences. Such bidders or sub-bidders making such request shall be made in writing at least seven (7) days prior to the date for receipt of bids. No vendor shall visit or contact any College officers or employees until after the bids are awarded, except in those instances when site inspection is a prerequisite for the submission of a bid. During the black-out period, any such visitation, solicitation or sales call by any representative of a prospective vendor in violation of this provision may cause the disqualification of such bidder's response.

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Janice Reedus Director of Business & Auxiliary Services

JOLIET JUNIOR COLLEGE ILLINOIS COMMUNITY COLLEGE DISTRICT #525 (Business & Auxiliary Services) 1215 Houbolt Road Joliet, Illinois 60431-8938 Telephone: (815) 280-6640 Fax: (815) 280-6631

INFORMATION PERTAINING TO OUR BIDS CAN BE FOUND AT THE FOLLOWING WEBSITE: <u>http://www.jjc.edu/community/vendors</u>

QUESTIONS PERTAINING TO OUR BIDS CAN BE EMAILED TO: purchasing@jjc.edu

CERTIFICATION OF CONTRACT/BIDDER

The below signed contractor/bidder hereby certifies that it is not barred from bidding on this or any other contract due to any violation of either Section 33E-3 or 33E-4 of Article 33E, <u>Public Contracts</u>, of the Illinois Criminal Code of 1961, as amended. This certification is required by Public Act 85-1295. This Act relates to interference with public contracting, bid rigging and rotating, kickbacks and bribery.

SIGNATURE OF CONTRACTOR/BIDDER

TITLE

DATE

THIS FORM **MUST** BE RETURNED WITH YOUR BID TO:

Joliet Junior College Illinois Community College District #525 Director of Business & Auxiliary Services, Building A, Room 3102 1215 Houbolt Road Joliet IL 60431

<u>Scope of Work:</u> Joliet Junior College is seeking bids for fertilization and weed control on general lawn and athletic areas at the following locations:

- Main Campus, 1215 Houbolt Rd., Joliet, IL,
- Romeoville Campus, 1125 Romeo Rd., Romeoville, IL.
- Weitendorf Agricultural Education Center, 17840 Laraway Road, Joliet, IL.

The contract period will be for three (3) annual periods, with years 2 and 3 renewals subject to the approval of both parties. The first annual contract will cover applications in Fall 2018 and Spring 2019.

1. APPLICATIONS

All applications will be coordinated through the Roads & Grounds Division of the Facility Services Department. The contractor will provide a fertilization and weed control schedule to the owner prior to July 31st and April 15th for the for the fall and spring applications respectively. It is preferred that Main Campus, Romeoville Campus and Weitendorf Agricultural Education Center sites be completed on the same date whenever possible. The contractor shall arrange adequate equipment and personnel to meet all performance standards set forth in the specifications. Equipment failure and personnel shall not be used as a reason for failing to meet performance standards contracted herein.

2. FERTILIZER

- a. Material: Granular fertilizer containing a ratio of 10-0-10 with 50% of the nitrogen derived from methylol urea and the balance from low biuret urea. The potassium shall be derived from muriate of potash.
- b. Rate: Mid-fall application will contain 1 lb. of actual nitrogen per 1,000 square feet. Mid-spring application will contain 1 lb. of actual nitrogen per 1,000 square feet.
- c. No fertilizer applications within 20 feet of any drainage swale at any location, or within 20 feet of the JJC Lake edge at Main Campus.

3. BROADLEAF WEED CONTROL

- a. Material: Any combination of products containing the following:
- b. Rate: 1.37 lb. MCPA per acre 0.55 lb. MCPP per acre 0.15 lb. Dicamba per acre The use of 2,4-D or any product containing 2,4-D is prohibited from this specification. The owner reserves the right to test for 2,4-D and if evidence is found the penalty can be but not limited to immediate termination of this agreement.

4. TIMING

- All applications will take place on weekends (Saturday or Sunday) when students are present in lesser numbers with prior notice of 48 hours given to the owner.
- Special consideration for scheduling purposes will be granted to owner for Athletic and other special events on campuses.
- Both Fall and Spring applications must be completed within 48 hours (i.e. Saturday or Sunday).
- Fall applications must be completed in September.
- Spring applications must be completed before Graduation Ceremony (usually held on the second Friday in May).
- Applications must be timed when broadleaf weed control is optimum, when air temperatures are greater than 60 degrees F. and there is adequate soil moisture. Wind speeds must be less than five (5) miles per hour.
- Successful bidder must guarantee application.
- Application must be down for five (5) hours before rainfall; If not, a re-application of weed control will be necessary at no additional cost to owner.

5. LICENSURE AND RECORDS

- a. Any person making material applications on owner's property must be licensed by the State of Illinois. A photocopy of the Applicators and Operators licenses must be presented to the owner prior to each application.
- b. Contractor shall include, with bid, a list of fertilization and weed control equipment owned by the company. The list should include size and capacity of equipment.
- c. Material Safety Data Sheets (MSDS) must be provided on any and all products which may be applied to meet specifications. These documents must be submitted with the bid.

6. SIZE OF PROPERTY

- a. Main Campus general lawn and athletic areas is 98.6 acres.
- b. Romeoville Campus general lawn area is 20.55 acres.
- c. Weitendorf Agricultural Education Center general lawn area is 17 acres.
- d. Contractors are responsible to measure all sites to insure the accuracy of the acreage.

Total general lawn and athletic areas at Main, Romeoville and Weitendorf Campuses is approximately 129.6 acres.

7. SAFETY

Precautions shall be exercised at all times for the protection of persons and property.

8. SUPERVISION OF WORK

The contractor is to supervise or provide a competent supervisor to oversee all work. The contractor will perform all work duties in a workmanlike manner causing as little disturbance and inconvenience to owner. The contractor shall not let, transfer or assign this contract in part or whole without the consent of the owner. The contractor shall schedule four (4) site inspections with the owner through the season to monitor and insure that quality service is being provided. These scheduled inspections will be during the months of May, July, September and November. All work shall be done in conformance with all applicable Federal, State and Local laws.

9. INSURANCE REQUIREMENTS:

See pages 4-6 of this bid document for detailed insurance requirements.

10. EXAMINATION OF DOCUMENTS AND SITE

Before submitting a bid for work each contractor shall carefully examine the sites and the bid document, fully inform themselves

of existing conditions and limitations of the sites, rely entirely upon their own judgment in making the bid, and include in their bid all sums sufficient to provide all work required by the bid documents. After opening of bids, no additional allowance will be made for changes in project scope and/or price due to work that would have been apparent by examination of the documents and sites. By submitting a bid, each bidder shall be held to represent that they have made the examination in complete detail and has determined beyond doubt that the documents and existing conditions are sufficient, adequate and satisfactory for completion of the work.

The Undersigned, after having carefully studied the specifications and made a site visit for Fertilization and Weed Control at the Main Campus, Romeoville Campus and Weitendorf Agricultural Education Center and having fully acquainted himself with the conditions affecting the work, proposed to furnish all labor, materials and incidentals necessary to complete the said project for Joliet Junior College, Illinois Community College District 525, Joliet, Will County, Illinois, in accordance with said bid documents for the following sums:

Base Bid: All work for the Fertilization and Weed Control at the Main Campus, Romeoville Campus, and Weitendorf Agricultural Education Center as set forth in the bid documents, for the first annual contract (fall and spring application) for the stipulated sum of:

Dollars\$()

For purposes of adjustment to the bid, if Joliet Junior College changes the scope of area to be fertilized the following price adjustment per application will apply. For additions to the bid, each acre added (fall and spring application) will be an additional:

_____Dollars\$(______)

For deductions from the bid, each acre subtracted will be a deduct of:

_____ Dollars\$(______)

Renewals: Choose one option listed below (this cost will be considered in award of the contract):

1. For the annual renewals after the initial one-year term, we will provide annual service at the bid cost plus an escalator of ______ percent per year.

YES_____ NO_____

2. For the annual renewals after the initial one-year term, we will provide annual service at the bid cost plus inflation as determined by the increase in the CPI for the Chicago area.

YES_____ NO_____

- 3. For the annual renewals after the initial one-year term, we will provide annual service at the bid cost plus an inflation factor tied to (specify your index or means of computing the increase)
- 4. We will provide years 2 and 3 service at the annual cost included in this bid with no increase.

YES_____NO_____

Substitution:

The Undersigned agrees to furnish material in accordance with Contract Documents. The Undersigned further proposes to substitute the following alternate materials, equipment or methods of construction, for the indicated changes in contract amount, if such substitutions are approved in writing by the Owner. Data and description of proposed substitutions are attached.

Description			\$	Add	ا \$	Deduct		
			\$		\$			
			\$		\$			
Firm				Author	Authorized Signature			
Address				Printed Signature				
						()		
City	State	Zip		Date		Phone I	Number	
E-mail Address			FAX	FAX				

Bid results can be viewed at <u>www.jjc.edu/community/vendors</u>