



County of McHenry
Purchasing Department
2200 N Seminary Ave, Woodstock IL 60098



Request for Proposal 21-03 Engineering Services to Prepare Scope of Work and Cost Estimates for Completion of Subdivision Infrastructure

January 4, 2021

McHenry County Department of Planning and Development seeks proposals from professional engineering firms to develop scopes of work and cost estimates for completion of the infrastructure in the Hennings subdivision including the stormwater management system, sewage disposal system, and landscaping of common open space, subject to continuing need, and availability of funds as outlined within this document. All requirements are according to specifications enclosed herein.

Any communication regarding this request for proposal between the date of issue and date of award is required to go through the Buyer listed below (or the Purchasing Administrative Specialist). **Unauthorized contact with other McHenry County staff or officers is strictly forbidden.**

GENERAL REQUIREMENT: This is a Request for Sealed Proposal (see attached). Proposal will be opened and evaluated in private and proposal information will be kept confidential until an award is made. **One (1) electronic version of the complete proposal is to be submitted.**

Electronic Submissions accepted:
PDFs may be uploaded **at this link**

Contact Person: Djuana M. Leonard, C.P.M., Procurement Specialist
dmleonard@mchenrycountyil.gov

SUBMISSION DATE AND TIME: no later than 9:00 a.m. (CST) January 29, 2020
Proposals received after the submittal time will be rejected and returned unopened to the sender.



SCHEDULE OF EVENTS

January 4, 2021	RFP Available
January 13, 2021	Questions due to dmleonard@mchenrycountyil.gov no later than 12:00 p.m. (CST)
January 19, 2021	Questions answered via addendum and posted on County website no later than 4:00 p.m. (CST)
January 29, 2020	Proposals due no later than 9:00 a.m. (CST) PDFs may be uploaded at this link
February 2021	Initial County Review and Interviews with short-listed firms
March 2021	Notice of Award, County Board approval and contract execution

GENERAL INFORMATION

REQUEST FOR PROPOSALS

DEFINITION

Request for Proposals (RFP) is a method of procurement permitting discussions with responsible contractor and revisions to proposals prior to award of a contract. Proposals will be opened and evaluated in private. Award will be based on the criteria set forth herein.

RECEIPT and HANDLING of PROPOSALS

Proposals shall be opened in private by the Evaluation Committee to avoid disclosure of contents to competing contractors.

EVALUATION of PROPOSAL

The proposals submitted by contractors shall be evaluated solely in accordance with the criteria set forth in the RFP.

DISCUSSION of PROPOSAL

The Evaluation Committee may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Contractors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, the Evaluation Committee shall not disclose any information derived from one proposal to any other contractor.

NEGOTIATIONS

The County of McHenry reserves the right to negotiate specifications, terms, and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The County may require the RFP and the offeror's proposal be incorporated in full or in part as Contract Documents. This implies that this RFP and all responses, supplemental information, and other submissions provided by the contractor during discussions or negotiations may be held by the County of McHenry as contractually binding on the successful Contractor.

NOTICE of UNACCEPTABLE PROPOSAL

When the Evaluation Committee determines a contractor's proposal to be unacceptable, such contractor shall not be afforded an additional opportunity to supplement its proposal.

TERMS AND CONDITIONS

AUTHORITY

This Request for Proposals is issued pursuant to applicable provisions of the *McHenry County Purchasing Ordinance*, amended August 1, 2019. This ordinance is incorporated by reference into this RFP as if it were contained herein. An updated copy is available [at this link](#).

RESERVED RIGHTS

The County of McHenry reserves the right at any time and for any reason to cancel this Request for Proposal, to reject any or all proposals, or to accept an alternate proposal. The County reserves the right to waive any immaterial defect in any proposal. ***Unless otherwise specified by the offeror, the County has no less than one hundred and twenty (120) days to accept.*** The County may seek clarification from a contractor at any time and failure to respond promptly is cause for rejection. The County may require submission of best and final offers.

INCURRED COSTS

The County of McHenry will not be liable in any way for any costs incurred by respondents in replying to this RFP.

AWARD

Award shall be made by the McHenry County Board to the most responsive and responsible contractor whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation criteria set forth herein below.

CRITERIA for SELECTION

The following criteria and point system shall be used by the selection team to determine the firm or individual(s) most qualified and best suited to perform the work:

1. Qualifications & Experience (40 points)
Contractor's capability in all respects to perform fully the contract requirements including the ability to provide the County with independent third-party recommendations. This includes the contractor's experience for the specific scope of services as set forth herein with projects of similar nature, size, complexity, and requirements as the County.
2. Compliance with RFP (40 points)
This refers to the adherence to all conditions and requirements of the RFP.
3. Past Experience (10 points)
This refers to the past experience for the services listed in the RFP
4. References (10 points)

Total 100 points

NON-DISCRIMINATION

Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith. Including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), 775 ILCS 5/1-102, which is incorporated herein by reference, and constituting of a written EEO Policy and a workforce profile that demonstrates its EEO practices. Furthermore, the Contractor shall comply the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. The Contractor must have a written sexual harassment policy, which meets Illinois State Statutes, 775 ILCS, 15/3.

SECURITY

The Contractor represents and warrants to the County of McHenry that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Contractor further represents and warrants to the County of McHenry that the Contractor and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The Contractor hereby agrees to defend, indemnify and hold harmless the County of McHenry, the Corporate Authorities, and all County of McHenry elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

OSHA REQUIREMENTS

The Occupational Safety and Health Act of 1970 (OSHA) “guarantees workers the right to a safe and healthful workplace”. Under Section 5(a) (1) of the OSHA Act, the employer must “furnish to each of his employees’ employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to his employees.”

There are times when the County must hire entities and individuals (contractors) to perform services. To this end, contractors hired by the County of McHenry must perform their duties in a manner that is compliant with all state and federal health and safety laws and industry guidelines. It is the responsibility of the contractor to ensure that their personnel and subcontractors comply with all state and federal health and safety laws and regulations and industry guidelines, including, but not limited to those set forth by: OSHA and related regulations, the Safety Inspection and Education Act, the Health and Safety Act, the National Institute of Occupational Safety and Health, the National Fire Protection Association, the Centers for Disease Control, American Industrial Hygiene Association, the American Council of Governmental Industrial Hygienists, the Environmental Protection Agency, and the Department of Transportation.

PROCUREMENT OF GREEN PRODUCTS AND TECHNOLOGIES

As approved by the McHenry County Board in April 2008, it is in the interest of public health, safety and welfare and the conservation of energy and natural resources to use and promote environmentally responsible products. The County should strive to influence private purchases through the example of using government specifications and standards that are green or environmentally friendly when making its purchases.

Whenever available and cost-justified, the County should purchase those materials including the purchase of recycled products containing post-consumer materials rather than residual materials resulting from the processing or manufacturing from another product. To the extent practicable, all products standards shall emphasize functional or performance criteria, which do not discriminate against the use of, recycled materials.

McHenry County should cooperate to the greatest extent feasible with other governments and organizations to develop a comprehensive, consistent, and effective procurement effort intended to stimulate the market for recycled products, reusable products, products designed to be recycled, and other environmentally responsible products.

McHenry County shall continue to participate in and shall encourage other public jurisdictions to participate with the County in the purchase of products containing recycled content. Participation in such cooperative systems shall be aimed at obtaining maximum practical recycled content in County purchases, to obtain best available price for products with recycled content, to facilitate or encourage lower prices industry-wide and to encourage development of industries and markets dealing with recycled content products.

PROCUREMENT OF PRODUCTS THAT ARE ENERGY STAR QUALIFIED

McHenry County shall select, where life cycle and cost-effective, ENERGY STAR and other energy efficient products, when acquiring energy-using products. This information will be required by the bidder in their bid submittal.

COOPERATIVE PURCHASING

This contract shall be offered for purchases to be made by other counties and governmental units within the State of Illinois as authorized by the Government Joint Purchasing Act. All purchases and payments made under this authority shall be made directly by the governmental unit to the Contractor. The County of McHenry shall not be responsible in any way for such purchase orders or payments. All terms and conditions of this contract shall apply to all orders placed by another governmental unit.

RIGHT TO PROTEST

Any actual or prospective bidder or Contractor who is aggrieved in connection with the solicitation or award of a Contract may protest to the Director of Purchasing. Any protest must be submitted in writing within ten (10) calendar days from the issuance of the solicitation, addendum, and notice of award or other decision by the Purchasing Department.

ADDENDUM

Should the Contractor require any additional information about this RFP, please email Purchasing at purchasing@mchenrycountyil.gov with any questions by the deadline as outlined in the schedule of events. ANY AND ALL changes to these specifications are valid only if they are included by Written Addendum to All Bidders. NO interpretation of the meaning of the plans, specifications, or other contract documents will be made orally. If required, all addenda will be faxed to bidder if a Notice of Intent to Bid has been completed and submitted to the Purchasing Office. In addition, all addenda are posted on the County of McHenry's website. Failure of the bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this RFP as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused by a bidder to improperly submit a proposal.

Response to these questions will be made by means of an addendum. Only the Director of Purchasing has the authority to issue an addendum.

Addenda are written instruments issued by the County prior to the date for receipt of proposals, which modify or interpret the RFP by addition, deletions, clarifications or corrections.

Prior to the receipt of proposals, addenda will be emailed to all who are known to have received an RFP Notice. Each contractor shall ascertain prior to submitting a proposal that all addenda issued have been received and, by submission of a proposal, such act shall be taken to mean that such contractor has received all addenda and that the contractor is familiar with the terms thereof and understands fully the contents of the addenda.

TAXES

The County of McHenry is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, and Federal Excise Tax.

PAYMENTS

The Contractor shall furnish the County with an itemized invoice. Payment shall be made in accordance with applicable provisions of the "Local Government Prompt Payment Act."

CONTRACTOR RESPONSIBILITIES

The selected Contractor will be required to assume responsibility for all services offered in this proposal. The County will consider the selected Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

Any contract resulting from this RFP may not be assigned, in whole or in part without written consent of the County. If the Contractor attempts to make such an assignment without the written consent of the County, the Contractor shall nevertheless remain legally responsible for all obligations under the Contract.

INTERPRETATION or CORRECTION of REQUEST for PROPOSALS

Contractors shall promptly notify the Director of Purchasing of any ambiguity, inconsistency, or error, which they may discover upon examination of the Requests for Proposals.

Interpretations, corrections, and changes to the Request for Proposals will be made by addendum. Interpretations, corrections, or changes made in any other manner will not be binding.

COMPLIANCE WITH LAWS

The contractor hereto covenants and agrees to comply with all applicable federal, state, and local laws, codes, ordinances, rules and regulations. Failure to comply with the terms of this provision shall constitute a breach of contract and permit the County to terminate this (Request for Sealed Proposal) in accordance with the termination provisions stated herein.

RECOURSE for UNSATISFACTORY MATERIALS

Final payment shall be contingent upon the County's inspection of and satisfaction with completed work. Any defective work or materials, non-conformance to specifications, damaged materials, or unsatisfactory installation shall be corrected to the County's satisfaction by the successful contractor at no additional charge.

TERMINATION

Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The County will give written notice of unsatisfactory performance and the Contractor will be allowed thirty (30) days to take corrective action and accomplish satisfactory control. If at the end of the thirty days, the County deems the Contractor's performance still unsatisfactory, the contract shall be canceled. The exercise of its right of cancellations shall not limit the County's right to seek any other remedies allowed by law.

The successful contractor will agree that the resulting contract is made subject to available budgetary appropriations and shall not create any obligation on behalf of the County in excess of such appropriations. In the event that no funds or insufficient funds are appropriated and budgeted, this Contract shall terminate without penalty or expense to the County thirty (30) days after written notification of termination from the County.

The successful contractor will agree that pursuant to requirements imposed under Illinois law, the County shall have 120 days after each election of county board members to terminate this Contract, without cause and without penalty.

REJECTION of BIDS, WAIVER of IRREGULARITIES

McHenry County reserves the right to reject any or all proposals, to waive irregularities, and to accept that proposal which is considered to be in the best interest of the County. Any such decision shall be considered final.

DELIVERY

Delivery will be considered in making the award and the contractors shall state, in the spaces provided expected delivery after receipt of order. Failure to meet said delivery promises without prior consent of the Director of Purchasing will be considered a breach of faith.

WORKMANSHIP

Items shall be manufactured according to the highest traditions of the industry and shall meet all commercial standards of quality. The County shall be the sole judge of acceptable products. Unacceptable products will be rejected and suitable price adjustments made.

QUALIFICATIONS

Each firm submitting a proposal for this project shall submit detailed information concerning the professional qualifications of the individual(s) assigned to carry out this project. Relevant project experience, logistical capabilities and other relevant support data regarding the firm and assigned personnel must be included.

Each firm submitting a proposal for this project must provide at least three (3) references where projects of a similar nature have been successfully completed and implemented. These references should provide the name and address of the entity where the project was completed as well as a contact person.

INSURANCE

General The successful bidder shall maintain for the duration of the contract and any extensions thereof, at bidder's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the County, which generally requires that the company(ies) be assigned a Best's Rating of A or higher with a Best's financial size category of Class XIV or higher, in the following types and amounts:

- a) Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent Contractors, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than:

\$1,000,000 per occurrence and \$2,000,000 in the aggregate;

- b) Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than:

\$1,000,000 per occurrence combined single limit for:

Bodily Injury Liability and Property Damage Liability;

- c) Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$100,000 for each incident.
- d) Professional Liability Insurance with \$1,000,000 per occurrence and \$1,000,000 in aggregate.

EVIDENCE of INSURANCE

The successful bidder agrees that with respect to the above-required insurance that:

- (a) The County of McHenry shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;
- (b) The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;
- (c) The County of McHenry shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance;
- (d) Subcontractors, if any, comply with the same insurance requirements. In addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming the County of McHenry as an additional

- insured. A copy of the endorsement shall be provided to McHenry County along with the Certificate of Insurance; and
- (e) have McHenry County named as an additional insured and the address for certificate holder must read exactly as:

County of McHenry, **a body politic**
2200 N. Seminary Avenue
Woodstock, IL 60098

- (f) Insurance Notices and Certificates of Insurance shall be provided to:
- McHenry County, Purchasing Department
2200 N. Seminary Avenue, Room 200
Woodstock, Illinois 60098

The County shall be provided with Certificates of Insurance evidencing the above required insurance prior to the commencement of this Agreement and thereafter with the certificated evidencing renewals or changes to said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

The County shall be named as additional insured on all liability policies, and the parties acknowledge that any insurance maintained by the County shall apply in excess of, and not contribute to, insurance provided by successful bidder.

The contractual liability arising out of the Agreement shall be acknowledged on the Certificate of Insurance by the insurance company. The County shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change, and said notification requirements shall be stated on the Certificate of Insurance.

Acceptance or approval of insurance shall in no way modify or change the indemnity or hold harmless clauses in this agreement, which shall continue in full force and effect.

HOLD HARMLESS CLAUSE

The Contractor agrees to indemnify, save harmless and defend the County of McHenry, their agents, servants, and employees, and each of them against and hold them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the County of McHenry, their agents, servants, or employees or any other person indemnified hereunder.

CHOICE OF LAW AND VENUE

The contractor agrees that this proposal has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this bid or any resulting contract shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The bidder further agrees that the exclusive venue for all such disputes shall be the Circuit Court of the 22nd Judicial Circuit of McHenry County, Illinois, and the bidder hereby consent to the personal jurisdiction thereof.

EVALUATION

Evaluation of proposals will be done by the Director of Purchasing and associated County staff. Proposals will be evaluated on experience in doing projects of a similar nature and adherence to specifications.

DIRECTIONS FOR SUBMISSION

Qualified individuals or firms are to submit **one (1) electronic version** of the completed proposal along with any support documentation.

All data and documentation submitted as part of this RFP shall become the property of McHenry County, Illinois. After award of this contract, all responses, documents, and materials contained in the RFP shall be considered public information and will be made available for inspection in accordance with the Illinois Freedom of Information Act.

All proposals must be received no later than **9:00 a.m. (CST) on January 29, 2021**. Absolutely no proposal will be accepted after the time specified. Late proposals shall be rejected and returned unopened to the sender. The County of McHenry does not prescribe the method by which proposals are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of reason, in the transmission of proposals.

PDFs may be uploaded **at this link**

SUBMITTAL

Submit one (1) proposal, multiple proposals will not be accepted.

PRICING

Price offered shall be firm for at least 120 days after the latest time specified for submission of proposals and thereafter until written notice is received from bidder.

FREIGHT

Freight is all inclusive unless otherwise stated.

FUEL SURCHARGE

The County of McHenry does NOT accept any fuel surcharges.

EXPECTATION FOR EQUIPMENT/HARDWARE

It is the County's expectation equipment and/or hardware installed as part of this RFP will be in new, un-used condition unless otherwise noted in bid submission.

SPECIFICATIONS

McHenry County Department of Planning and Development seeks proposals from professional engineering firms to develop scopes of work and cost estimates for completion of the stormwater management system, the wastewater treatment plant and irrigation (Shaeffer) system, and landscape management on the common open space, and correcting any problems caused by poor construction or maintenance practices at the Hennings Estates and the Hennings Phase 1 East Conservation Design subdivision. The developer has declared bankruptcy, forcing the County to draw on the developer's letter of credit and potentially hire a construction contractor to complete construction and perform maintenance on the stormwater management, wastewater system, and common open space prior to the systems being turned over to the property owners association.

The County has numerous documents regarding the design and construction of the subdivision infrastructure as described below. **All documents are available for review in the Department of Planning and Development, prior to submission of proposals. Copies of these documents will be provided to the short-listed firms. Persons requesting to review or receive copies of the wastewater system design documents will be required to sign a non-disclosure agreement.**

Stormwater Management System. The County has the approved design plans for the stormwater management system; a copy of the IEPA NPDES permit and inspection notes for the system; and as-built drawings for portions of the system. The County also has a proposal and cost estimates to perform vegetation management for the five stormwater detention basins. (Cost estimates have been redacted so as to not bias the results of the requested cost estimates.)

Wastewater Treatment Plant and Irrigation (Shaeffer) System. The County has the design plans for the wastewater system as originally designed with a capacity of 735 PE. The County also has a set of plans showing modification to the design to scale it back to a capacity of 155 PE, as currently permitted by IEPA. The County has copies of the IEPA permits for the full system and for the current system. The County also has record drawings for the wastewater collection lines. We also have an itemized list provided by the IEPA Certified Wastewater Operator of wastewater system items that may need correction.

Common Open Space. The County has the approved Landscape Restoration and Planting Plan for the common open space areas. With respect to the common open space, we also have an analysis and proposed scope of services to provide vegetation management and monitoring for three years. (Cost estimates have been redacted so as to not bias the results of the requested cost estimates.)

The County requires an independent third-party opinion regarding the necessary scope of work and costs to complete the systems and fix any existing deficiencies caused by poor construction or maintenance practices.

This project includes:

Stormwater System

- Complete field inspections and surveys of the basins and drainage ways to verify existing conditions, including:
 - Storm water management basins, topography, storage volume, normal and high-water levels, and the location, elevation, and sizing of restrictors and outlet devices
 - Topography of overflow swales and major drainage routes

- Document any existing problems with the functioning of the system including, but not limited to the growth of invasive species and woody vegetation within or adjacent to the stormwater detention basins.
- Take spot surveys and document any problems with the grading of existing roadway ditches within the public street rights-of-way.
- Prepare a scope of services and engineering cost estimates suitable for soliciting bids from construction contractors to complete the stormwater management system in accordance with the approved engineering plans.
- Prepare an alternative scope of services and engineering cost estimates suitable for soliciting bids from construction contractors to address problems with the functioning of the stormwater systems, such as vegetation management.
- Prepare an alternative scope of services and engineering cost estimates suitable for soliciting bids from construction contractors to correct any problems with the grading and/or stabilization of roadside ditches within the public street rights-of-way.

Wastewater Treatment Plant and Irrigation (Shaeffer) System

- Complete field inspections and surveys to verify existing conditions of the existing wastewater system including manholes, lift station, force main, wastewater treatment plant equipment and components, treatment lagoons, and irrigation system.
- Document any existing problems with the wastewater system resulting from poor construction or maintenance practices including, but not limited to, items identified by the IEPA Certified Wastewater Operator and IEPA inspection records.
- Prepare a scope of services and engineering cost estimates suitable for soliciting bids from construction contractors to complete the wastewater system in accordance with the IEPA approved engineering plans for the current IEPA permitted system (with a design capacity of 155 PE).
- Prepare an alternative scope of service and engineering cost estimates to correct maintenance items including but not limited to items identified by the IEPA Certified Wastewater Operator and IEPA inspection records.
- Prepare an alternative scope of services and engineering cost estimates suitable for soliciting bids from construction contractors to complete the wastewater system to the original design capacity of 735 PE.

Common Open Space

- Conduct an assessment of quantity and quality of the existing vegetation within the common open space areas.
- Prepare a scope of services and engineering cost estimates suitable for soliciting bids from landscape contractors for the removal or eradication of existing undesirable vegetation; soil preparation, seeding and cultivation of native species; and maintenance and monitoring for three years, consistent with the approved Landscape Restoration and Planting Plan.

Prioritize Expenditures

Provide an itemized list prioritizing how funds should be expended.

The goals to be achieved include:

- Minimize negative environmental impacts to the subdivision and surrounding properties, such as wastewater system failures, flooding, erosion, or the spread of noxious weeds.
- Minimize maintenance costs for the property owners association upon assuming ownership of the stormwater management system, wastewater system, and common open space.
- Facilitate construction of additional homes in the subdivision.

THIS PAGE IS MANDATORY
PROPOSAL FORM

We, _____, propose to provide the requested services according to the requirements of this Request for Proposal. We also certify that this written proposal is valid for 120 days from the day of this proposal and the attached information is received and filed by the County of McHenry.

List any Exceptions to this RFP:

Authorized Negotiators:

Name: _____

Phone #: _____

Title: _____

Name: _____

Phone #: _____

Title: _____

THIS PAGE IS MANDATORY

COMPANY REFERENCES: List three (3) references for projects of similar size and nature, other than McHenry County. Governmental references are preferred over others. Use additional pages if necessary.

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person & **Email** Address:

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person & **Email** Address:

Entity:

Address:

City, State, Zip Code:

Telephone Number:

Contact Person & **Email** Address:

THIS PAGE IS MANDATORY
Certifications & SIGNATURE PAGE

- Vendor certifies that it has not been barred from contracting with a unit of State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961, as amended. Yes: _____ No: _____
- Vendor certifies that it is aware that all contracts for the Construction of Public Works are subject to the Illinois Prevailing Wage Act (820 ILCS 130/1-12). Yes: _____ No: _____
- Under penalties of perjury, I certify that my correct Federal Taxpayer Identification Number is: _____
- I am doing business as a (please check one):
 Sole Proprietorship Partnership Corporation (State of Incorporation: _____) Other _____
- State full names, titles and addresses of all responsible principles and/or partners below:

Name: _____ Title: _____
Address: _____

Name: _____ Title: _____
Address: _____

- I have carefully examined the Bid, Scope of Work, Specifications, and any other documents accompanying or made a part of this Bid. I hereby propose to furnish the goods or services specified in the Bid. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the County adequate time to evaluate the qualifications submitted.
- I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this Bid on behalf of the firm as its act and deed, and that the firm is ready, willing, and able to perform if awarded the contract. I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service. No officer, employee or agent of the County of McHenry or any other proposer is interested in said proposal and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Individual/Company/Corporation: _____

Business Address: _____

City, State and Zip Code: _____

Printed Name: _____ Title: _____

Signature: _____

Telephone Number: _____ Email: _____

Witness Signature: _____ Title: _____

Date: _____

End of Document