

**SECTION I REQUEST FOR PROPOSAL**

**LANDSCAPE MAINTENANCE FOR THE CITY OF BERWYN**

**NOTICE TO PROPOSERS:** Sealed proposals will be received at the Office of the City Clerk, until the time and date specified below for:

**LANDSCAPE MAINTENANCE – THE CITY OF BERWYN**

RFP packets are available at the City Clerk’s Office, City Hall, 6700 W. 26<sup>th</sup> Street, Berwyn, IL 60402 and at the City of Berwyn website: [www.berwyn-il.gov](http://www.berwyn-il.gov).

**ADDRESS PROPOSALS TO:** Attention of the City Clerk’s Office, City Hall, 6700 W. 26<sup>th</sup> Street, Berwyn, IL 60402, on or before 5:00 p.m., on Wednesday, April 21, 2010. Proposals shall be sealed and clearly marked on the front **“Proposal for Landscape Maintenance – City of Berwyn.”** **FAXED PROPOSALS WILL NOT BE ACCEPTED.**

**PROPOSALS ARE DUE NO LATER THAN:** 5:00 p.m. on Wednesday, April 21, 2010. Proposers shall submit four (4) copies of their proposal. Proposals will be opened and read aloud at 10:00 am April 22, 2010 in the John Pechota Conference Room located on the second floor at City Hall. The proposals will be evaluated and a recommendation to the City Council to award the contract will be presented during the Tuesday, April 27, 2010 City Council meeting.

The City of Berwyn is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City of Berwyn, or any other means of delivery employed by the bidder. Similarly, the City of Berwyn is not responsible for, and will not open, any bid responses which are received later than the date and time stated.

**QUESTIONS:** All questions and clarifications regarding this Request for Proposal must be submitted no later than Tuesday April 19, 2010 by e-mailing the following City Representative:

Robert Schiller  
Public Works Director  
[rschiller@ci.berwyn.il.us](mailto:rschiller@ci.berwyn.il.us)  
(708) 749-6510

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## **SECTION II SPECIFIC CONDITIONS AND INSTRUCTIONS FOR THIS PROPOSAL**

### **A. SCOPE:**

The City of Berwyn is seeking proposals for landscape maintenance for Cermak Road, Ogden Avenue, and the Depot District Area. The maintenance contract begins April 28<sup>th</sup> through November 19<sup>th</sup>, 2010. The details of the scope of services for the landscape maintenance proposal are found in Attachments A, B and C.

### **B. PROPOSAL REQUIREMENTS:**

1. If any bidder is in doubt as to the intent or meaning of any part of this Request for Proposal, the bidder must e-mail the Public Works Director no later than April 20, 2010.
2. Bidders are expected to be fully informed as to the conditions, requirements and specifications before submitting a proposal. The submission of a proposal by a firm implies the firm's acceptance of the terms and conditions herein, unless otherwise stated.
3. The Proposer is responsible for all costs related to the preparation of this proposal.
4. Any cost associated with the delivery and installation of landscaping materials/plants not specifically set forth in this Request for Proposal will be the responsibility of the vendor, and will be deemed included in the fees and charges bid herein.
5. The format of the firm's proposal must be consistent with the format of the specifications listed.
6. Proposed pricing and/or percentage discount shall be firm from the beginning date of the signed contract.
7. All prices/discounts shall be F.O.B. destination and shall include all charges that may be imposed in fulfilling the terms and conditions of the contract.
8. All proposals or bids must be accompanied by a bid bond, cash, or certified check made payable to the City of Berwyn in the amount of five thousand dollars (\$5,000) as a guarantee that if the Proposal is accepted, a contract will be entered into and the performance of the contract is properly secured.
9. The City of Berwyn is in no way restricted from using the services of another firm if the services provided are found unsatisfactory and do not meet the requirements in Attachments A, B and C.
10. This proposal must be summarized in letter form on the vendor's letterhead stationary. The letter must be signed by an officer of the vendor or a designated agent empowered to bind the firm in the contract offer. Acceptance or exception to our terms must be noted in the letter.
11. A complete description and specifications of the services provided.

12. At least (3) references from companies or agencies that have utilized services from your company. The company's name and address, a contact name, title and phone number must be included with the reference information (Section IV).
13. A completed and signed Company Information & Signature Sheet (Section V).

**NOTE: Proposers need to submit the required information listed in the 'Proposal Requirements'. The City of Berwyn reserves the right to reject proposals that the City of Berwyn considers incomplete due to the omission of the required information.**

**C. GENERAL REQUIREMENTS:**

1. Professional workmanship shall meet or exceed existing industry standards.
2. Unless otherwise specified, the firm shall unconditionally guarantee the workmanship and materials of the landscaping maintenance per Attachments A, B and C. If the workmanship or materials are found to be faulty in any way, the firm, upon notification and at his/her expense, shall rectify and redo what was not done, or done incorrectly (within two (2) business days) to the complete satisfaction of the City.
3. Failure of the firm to provide services within the time specified, unless extended in writing by the City of Berwyn, or failure to redo services that were done incorrectly or not done at all when so directed by the City of Berwyn shall constitute service failure. When such failure occurs, the City of Berwyn reserves the right to cancel or adjust the contract; whichever is in the best interest of the City of Berwyn. In either event, the City of Berwyn may purchase in the open market services of comparable worth to replace the services not done correctly or not done at all. On all such purchases, the firm shall reimburse the City of Berwyn, within reasonable time specified by the City of Berwyn for any expense incurred; if not cancelled, such purchases shall be deducted from the contract quantities. The City of Berwyn reserves the right to not accept commodities which do not meet the specifications, or are substandard in quality, subject to an adjustment in price to be determined by the City of Berwyn.
4. The Vendor shall be responsible for any commodities covered by this contract until delivery and installation is completed at the designated point. In addition, the Vendor shall bear all risk for rejected commodities after written notice of rejection. Rejected commodities shall be replaced by and at the expense of the Vendor after written notification of rejection.

Upon Vendor's failure to replace commodities within seven (7) working days after the date of notification, the City of Berwyn may return the rejected commodities to the Vendor at the Vendor's risk and expense, or the City of Berwyn may dispose of them as its own property.

5. Final inspection of commodities shall be conclusive except as regards to latent defects, fraud, or such gross mistakes that amount to fraud. Final inspection and acceptance or rejection of the commodities shall be made within a reasonable time after delivery, but failure to inspect or reject commodities shall not impose liability on the City of Berwyn if such commodities are not in accordance with the specification. All commodities delivered to the City of Berwyn shall be accepted subject to inspection and physical count.

**D. CONTRACT AWARD:**

1. The Firm's proposal must be complete to be considered for award.
2. The City of Berwyn reserves the right to qualify, accept or reject any or all firms and accept any proposal deemed to be in the best interest of the City of Berwyn. The City of Berwyn reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the City of Berwyn. The City of Berwyn reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the request for proposals.
3. Consideration may be given to, but not limited to services available, hours of services available, references, and special pricing.
4. Award, if made, shall be in the form of a Contract.
5. All prescriptions of the RFP shall be understood as a form of a signed contract.

**E. EVALUATION PROCESS:**

Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting the City of Berwyn's requirements and terms and conditions, pricing, and overall responsiveness to the Request for Proposal. The Public Works Director may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of the discussions, the evaluation committee shall not disclose any information derived from one proposal to any other offeror. The Public Works Director reserves the right to request the offeror to provide additional information during this process.

**SECTION III**  
**GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS**

The general rules and conditions that follow apply to all proposals issued by the City of Berwyn, unless otherwise specified. Proposers or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so shall be at the proposer’s own risk.

REQUEST FOR PROPOSAL (RFP) is defined as a request for an offer, by one party to another, of terms and conditions with reference to some work or undertaking.

This document constitutes a REQUEST FOR PROPOSAL, and is thus a solicitation for responses.

Moreover, any acceptance of a proposal shall NOT result in a binding contract between the City of Berwyn and the proposer, but instead will simply enable negotiations to take place which may eventually result in a detailed and refined agreement or contract between the proposer and the City of Berwyn.

“Proposal date” as referenced herein shall mean the local date and time specified in the proposal documents.

**A. CONDITIONS FOR PROPOSING**

1. **COMPLETENESS/AUTHORIZATION OF PROPOSAL.** Proposer shall supply all information and submittals required by the proposal documents to constitute a proposal. The proposal shall clearly state the legal name, address, email, telephone number, and fax number of the proposer. The proposal shall be signed above the typed or printed name and title of the signer. The signer shall have the legal authority to bind the proposer to proposal.
  
2. **ADDRESSING OF PROPOSAL.** Unless otherwise specified, faxed proposals will not be accepted. Proposal shall be submitted in a sealed envelope clearly marked on the front with proposal number and due date, and unless otherwise specified, addressed to:

City Clerk’s Office  
City of Berwyn  
6700 W. 26<sup>th</sup> Street  
Berwyn, IL 60402
  
3. **PROPOSAL DEADLINE.** Proposer shall be responsible for taking whatever measures are necessary to ensure that the proposal reaches the office of the City Clerk on or before the local time and date specified. The City of Berwyn shall not be responsible for, and may not consider, any late proposal, amendment thereto, and request for withdrawal of proposal received after the date specified. Proposals received after the time and dated specified on the Request for Proposal will not be opened and will not be considered for award.
  
4. **PROPOSALS BINDING 60 DAYS.** Unless otherwise specified, all formal proposals submitted shall be binding for sixty (60) days following proposal date, unless the Proposer, at the City of Berwyn’s request agrees in writing to an extension.

5. **COMPETENCY OF PROPOSER.** No proposal may be accepted from or contract awarded to any person, firm or corporation who is in arrears or in default to the City of Berwyn upon any debt or contract. Prior failure of a proposer to perform faithfully on any previous contract or work for the City of Berwyn may be grounds for rejection. The Proposer must have not been suspended or debarred from doing business with the federal government. The Proposer, if requested, shall present evidence of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these proposal documents. Such evidence shall be presented within a specified time and to the satisfaction of the City of Berwyn.
6. **COLLUSIVE PROPOSING.** The Proposer certifies that the proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same project, without prior knowledge of competitive prices, and that the proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

**B. INSURANCE**

1. **INSURANCE REQUIREMENTS.** The successful proposer shall provide insurance as follows:

- a. **Certificate of Insurance; Cancellation or Modification**

- (1) Before commencing work, the Proposer shall submit to the City of Berwyn for approval a Certificate of Insurance meeting the requirements specified herein, to be in effect for the full contract period. The City must be listed on the Certificate of Insurance.
- (2) The Proposer shall notify the City of Berwyn in writing at least thirty (30) calendar days prior to any change or cancellation of said policy or policies.
- (3) Cancellation or modification of said policy or policies shall be considered just cause for the City of Berwyn to immediately cancel the contract and/or halt work on the contract, and to withhold payment for any work performance on the contract.

- b. **Minimum Coverage**

- (1) Any policy or policies of insurance purchased by the Proposer to satisfy their responsibilities under the proposal shall include contractual liability coverage, and shall be in the following type and minimum amounts:

<u>Type of Coverage</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
a. Comprehensive General Liability		
(1) Bodily Injury & Property Damage	\$1,000,000	\$2,000,000
b. Automobile Liability		
	<u>Combined Single Limit</u>	
(1) Bodily Injury & Property Damage	\$1,000,000	

- c. Worker's Compensation Insurance as required by Illinois state law.

**The City of Berwyn requires that the Contractor's Insurance carrier be A rated or better by A.M. Best.**

d. Hold Harmless: Endorsement Required

- (1) The Proposer, including their subcontractor, employees, representatives or agents, shall indemnify, defend and hold harmless the City of Berwyn and its officers, employees, and agents from any and all liability loss, cost, damage and expense (including reasonable attorney's fees and court cost) resulting from, arising out of, or incurred by reason of any claims, actions or suits based upon or alleging bodily injury including death, or property damage arising out of or resulting from the Proposer's operations under this document.
- (2) Proposer is not, and shall not be deemed to be, an agent or employee of the City of Berwyn.
- (3) Responsibility for Damage Claims – Notwithstanding the above, it is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of the contract documents to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract. It is understood that no subcontractor is a third party beneficiary to any contract between the Contracting Authority and prime contractor. Nothing in any special provision or any supplemental specification shall be construed as eliminating or superseding the requirements of this section.

**C. SPECIFICATIONS**

1. **FORMAL SPECIFICATIONS.** The Proposer shall abide by and comply with the true intent of the specifications (i.e., not take advantage of any unintentional error or omission.) Any mention made herein of a service to be provided in accordance with laws, ordinances, etc., shall be construed as the minimum requirements of the specifications. Site visits to review existing conditions/size of in-ground planters are encouraged for proper bidding.
2. **PROPOSED ALTERNATE.** When an item is identified in the bid document by a manufacturer's name or catalog number, it is understood that the bidder proposes to furnish the commodity and/or service so identified by the City of Berwyn unless the bidder specifically proposes an alternate. In bidding on a proposed alternate, the bidder shall clearly state on his/her bid exactly what he/she proposes to furnish, and forward with his/her bid, a complete description of the proposed alternate, including brand, model number, drawings, performance, and test date, references and any other information necessary for a complete evaluation. Bidder shall include a statement setting forth any changes in other materials, equipment or other work which would be required by incorporation of the proposed alternate. The burden of proof of the merit of the proposed alternate is upon the Proposer.

The City of Berwyn's decision to approve or disapprove of a proposed alternate shall be final.

3. **QUALIFICATIONS, CREDENTIALS AND REFERENCES.** The Proposer shall provide a description of qualification, credentials, experience, and resources as they relate to provision of the proposal. The Proposer shall also provide a list of clients for whom similar work has been performed within the last two years, including the firm, contact person, address, and phone number of each contract person.

4. **ADDENDUM TO SPECIFICATIONS.** Any substantive interpretation, correction or change of the proposal documents shall be made within an addendum. Interpretation, corrections or changes of the proposal documents made in any other manner shall not be binding. Such interpretations, corrections or changes shall not be relied upon by Proposer. Addendums shall be issued by the City of Berwyn within a reasonable time prior to the proposal date.

#### **D. SELECTION OF FIRM**

1. **REJECTION OF PROPOSALS.** The City of Berwyn reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and/or to request re-submission. The City of Berwyn also reserves the right to reject a proposal from a Proposer who investigation shows is not in a position to satisfactorily and timely perform the contract.
2. **SELECTION.** The City of Berwyn desires to enter into negotiations and ultimately reach an agreement with a Proposer who demonstrates the best combination of attributes to conduct the project, and who also negotiates a project cost with the City of Berwyn that is fair and reasonable. The City of Berwyn may conduct discussions with any Proposer who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by the City of Berwyn will be deemed preliminary in nature, the document and process will be deemed confidential until such time as the successful Proposer is selected. Criteria for selection will include but not be limited to:
  - Ability to provide the type and quality of service that best meets the needs of the City of Berwyn.
  - Organization, size, management and structure of the firm to provide service.
  - Experience and qualifications of the persons with supervisory and management assignments, especially relating to similar work assignments.
  - Satisfactory reference checks of clients on similar projects.
  - Previous and existing compliance with laws and ordinances relating to contracts with the City and to the Proposer's employment practices.
  - Whether the Proposer is in arrears to the City, in debt on a contract or is a defaulter on a surety or other agreement with the City.
  - If a reasonable doubt arises as to Proposer's solvency, the City reserves the right to require financial information sufficient to show solvency.
  - Cost estimate; the City is not required to accept the proposal with the lowest cost estimate.

**Once the City has reached an agreement with the Proposer, a contract will be issued to the awardee. The contract will define the conditions between the City of Berwyn and the contractor selected to receive the award.**

3. **CORRECTIONS TO SUBMITTED PROPOSALS.** Any changes that are made to this proposal using correction fluid, writing utensils, etc. before submission must be dated and initialed in each area that a change is made.
4. **PRICING REQUIREMENTS.** All pricing submitted by the bidder shall be indicated in both words and figures. (Ex. \$400.00, four hundred dollars.)

5. **PRESENTATIONS.** When required and based on evaluation of proposals submitted, the City of Berwyn may select finalists who will be required to participate in interviews, including key personnel designated for the proposal, and to make presentations regarding their qualifications and their ability to furnish the required service to best serve the needs of the City of Berwyn. Formal presentations will be scored and evaluated by the Public Works Director who will make a recommendation to the City Council for final approval. Nothing in the proposal can obligate the City of Berwyn to enter into a contract.
6. **LOCAL PURCHASES.** Unless otherwise specified, cost and other considerations being equal, local firms shall be given first consideration for the project.
7. **ERRORS IN PROPOSAL.** Any ambiguity in any proposal as a result of omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions and conditions shall be construed in the light most favorable to the City of Berwyn. Changes in proposals shall be initialed and dated.

## **E. GENERAL CONTRACT PROVISIONS**

1. **CONTRACT AWARD.** Upon the City of Berwyn's selection, between the City of Berwyn and Proposer on the work to be performed, a written award in the form of a purchase order, contract or other instrument shall result in a binding contract without further action by either party. The contract shall be on forms provided by the City of Berwyn; or if the Proposer's contract document is used, the City of Berwyn reserves the right to modify and document to conform to the request for proposal and to do so in the light most favorable to the City of Berwyn.
2. **INSURANCE.** Current Certificate of Insurance in the amounts specified shall be on file with the City of Berwyn before work can commence. The City should be listed on the Certificate of Insurance.
3. **AVAILABILITY OF FUNDS.** A contract shall be deemed valid only to the extent for appropriations available to each project. The City of Berwyn's extended obligation on these contracts, which envision extended funding through successive fiscal periods, shall be contingent upon actual appropriation for the following fiscal year.
4. **CONTRACT ALTERATIONS.** No alterations or variations in the terms of a contract shall be valid or binding upon the City of Berwyn unless authorized in writing by both parties.
5. **SUBLETTING OF CONTRACT.** Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title or interest therein, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the City of Berwyn, but in no case shall such consent relieve the Proposer from their obligations, or change the terms of the contract.
6. **CONTRACT PERIOD.** Contract shall remain in force for the full specified period and until all services have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall be met, unless:

- a. Extended upon written authorization of the City of Berwyn and accepted by contractor, for a period negotiated and agreed upon by both parties, when in the best interest of the City of Berwyn.
  - b. Terminated due to the default, as described below, or for no reason at all, as long as the City of Berwyn gives a written 30 day notice.
7. **DEFAULT.** The Contract may be cancelled or annulled by the City of Berwyn in whole or in part by written notice of default to the Proposer upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. The City reserves the right to grant Contractor a specified cure period of during which to cure or remedy the default, which cure period shall be included in the written notice to default. If default is not cured within the specified time, City of Berwyn reserves the right, but is not obligated to, extend the cure period or City Berwyn may deem the contract terminated without further notice. Lack of knowledge by the contractor will in no way be cause for relief from responsibility. In the event of detrimental default, the City reserves the right to file suit against the Contractor. Any legal proceedings shall take place in the County of Cook, IL.
8. **INDEMNITY.** The Proposer shall indemnify, defend and hold harmless the City of Berwyn and its officers, employees and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fee and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury including death, or property damage rising out of or resulting from Proposer's operations under this Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either.

Proposer is not and shall not be deemed to be, an agent or employee of the City of Berwyn, but shall be deemed an Independent Contractor.

Proposer further agrees to:

- a. Save the City of Berwyn, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance of which the Proposer is not the patentee, assignee, licensee or owner, furnished or used in the performance of the contract.
  - b. Obtain all permits and licenses required by the city, state and federal governments and pay all related fees. The Proposer shall also comply with all laws, ordinances, rules and regulations of the City of Berwyn, State of Illinois and the Federal Government including the Prevailing Wage Act.
9. **NON DISCRIMINATION.** Proposer agrees to the following:
- 1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job

classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.

2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.

3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.

4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and Rules and Regulations, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.

5) That he or she will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and the Department's Rules and Regulations.

6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 32 Ill. Reg. 16484, effective September 23, 2008)

## **F. PAYMENT PROVISIONS**

1. **PAYMENT TERMS.** Payment may be made only after inspection and acceptance by the using department. Payment of balances shall be made only after approval and final acceptance by the City of Berwyn.
2. **INVOICING.** Following acceptance of each payment term, payment shall be made within forty-five (45) calendar days from receipt of itemized invoice. Before the City of Berwyn will pay any invoice, the invoice must include a detailed description of all charges, the proposal number, department name, dollar amount, quantity of hours worked, and any other pertinent information. Submit invoice in duplicate to:

City of Berwyn  
Finance Department  
6700 West 26<sup>th</sup> Street  
Berwyn, IL 60402

3. **WITHHOLDING PAYMENT.** Consideration for withholding payment shall include faulty materials or workmanship, failure to meet delivery deadlines, and liens that have been filed, or evidence indicating a filing of claims. In all cases, regulations and limitation by the Federal Government.
4. **TAXES.** The City of Berwyn is exempt from all Federal, State of Illinois and other State Taxes on the purchase of commodities and services used by the City of Berwyn within the State of Illinois. The Finance Department shall provide a tax exemption certification to out-of-state taxes imposed on purchases of commodities and/or services which are used within another state and are applicable and subject to payment.

Contractors and subcontractors shall pay all legally required sales, consumer and use taxes on all commodities and/or services purchased or rented to complete their contract.

If a contractor, subcontractor, or builder is to use building materials, supplies, and equipment in the performance of a construction contract with a designated exempt entity, the person shall purchase such items of tangible personal property without liability for the tax if such property will be used in the performance of the construction contract and a purchasing agent authorization letter and an exemption certificate, issued by the designated exempt entity, are presented to the retailer.

**SECTION IV COMPANY REFERENCES**

The firm must complete the required reference information listed below. The firm must provide at least three (3) references from companies or agencies that have used the services of his or her company. The company's name and address, a contact name, title, and phone number, must be included with the reference information.

- 1.     Company Name: \_\_\_\_\_  
          Company Address: \_\_\_\_\_  
          Company Contact: \_\_\_\_\_  
          Title of Contact: \_\_\_\_\_  
          Phone Number: \_\_\_\_\_
  
- 2.     Company Name: \_\_\_\_\_  
          Company Address: \_\_\_\_\_  
          Company Contact: \_\_\_\_\_  
          Title of Contact: \_\_\_\_\_  
          Phone Number: \_\_\_\_\_
  
- 3.     Company Name: \_\_\_\_\_  
          Company Address: \_\_\_\_\_  
          Company Contact: \_\_\_\_\_  
          Title of Contact: \_\_\_\_\_  
          Phone Number: \_\_\_\_\_

**Note: Additional references may be included with the vendor's proposal.**

**SECTION V COMPANY INFORMATION & SIGNATURE SHEET**

**Firms must include with their submitted proposal this completed and signed Company Information & Signature Sheet.**

The undersigned bidder, having examined and determined the scope of this Request for Proposal, hereby proposes to supply the services as described in the proposal documents at the prices set forth within.

The undersigned bidder states that this bid is made in conformity with the specifications and qualifications contained herein. In the event that there are any discrepancies or differences between any conditions of the vendor's proposal and the Request for Proposal prepared by the City of Berwyn, and the City's Request for Proposal shall prevail.

The undersigned bidder certifies that this proposal is made in good faith and without collusion or connection with any other person or persons bidding on the project.

**Delivery:** Upon the signing of the contract between the City of Berwyn and chosen company, the firm guarantees delivery of the landscape maintenance services beginning April 28, 2010.

Name of Firm: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Signature of Representative: \_\_\_\_\_

Title of Authorized Representative: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Website Address: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Date Signed: \_\_\_\_\_

**Addenda Form:**

The undersigned hereby acknowledges receipt of the following applicable addenda:

Addenda Number	Date
_____	_____
_____	_____

## ATTACHMENT A

### **Landscape Maintenance – Cermak Road**

The City of Berwyn is seeking proposals for landscape maintenance for Cermak Road (both sides and center median planters from Harlem Avenue to Lombard Avenue), the parkway north of Cermak Road on East Avenue (both sides), and the parkway from Cermak Road to the El Strip including the brick paver islands located at all intersections of the el strip (Vacin Fairway) at all cross streets. The Maintenance Contract begins April 28<sup>th</sup> through November 19<sup>th</sup>, 2010.

#### **Scope of Work**

- Weekly grass cutting, string trimming and edging from April 28<sup>th</sup> through July 2<sup>nd</sup>, bi-weekly from July 3<sup>rd</sup> through September 12<sup>th</sup>, then weekly from September 13<sup>th</sup> through November 19<sup>th</sup>, 2010. As a part of each grass cutting event, all yard waste is to be picked up and properly disposed of by the contractor. (All debris must be picked up prior to grass cutting).
- Trimming and bi-weekly weeding of trees, shrubs and bushes planted in planter boxes.
- Trimming and bi-weekly weeding of center median planters.
- Removal of waste and debris from all planters, planter boxes and center median planters.
- Fertilizing, weed control and watering of grass and plants to ensure healthy growth.
- Removal of weeds and monthly application of vegetation killer in all paver bricks and concrete walkway areas.
- Irrigation systems shall be energized and remain operational throughout the length of this contract. The irrigation system must be “winterized” at the conclusion of this contract. (Coordinate with Water Department Foreman). Any malfunction of the irrigation system shall be repaired by the contractor. The City shall reimburse the contractor for any/all parts necessary to keep the irrigation system operational. (All broken or malfunctioning parts shall be returned to the City).
- Emptying all public trash receptacles on Monday and Friday of each week.

**\* Map of Cermak Road Attached**

## **ATTACHMENT B**

### **Landscape Maintenance – Ogden Avenue**

The City of Berwyn is seeking proposals for landscape maintenance for Ogden Avenue (both sides and 100 feet north and south of Ogden Avenue on all cross streets from Harlem Avenue to Lombard Avenue). The Maintenance Contract begins April 28<sup>th</sup> through November 19<sup>th</sup>, 2010.

#### **Scope of Work**

- Weekly grass cutting, string trimming and edging from April 28<sup>th</sup> through July 2<sup>nd</sup>, bi-weekly from July 3<sup>rd</sup> through September 12<sup>th</sup>, then weekly from September 13<sup>th</sup> through November 19<sup>th</sup>, 2010. As a part of each grass cutting event, all yard waste is to be picked up and properly disposed of by the contractor. (All debris must be picked up prior to grass cutting).
- Trimming and bi-weekly weeding of trees, shrubs and bushes.
- Removal of weeds and monthly application of vegetation killer in all concrete walkway areas.
- Spraying lawn areas with fertilizer and weed control three times per season (notify Public Works when completed).
- Emptying all public trash receptacles on Monday and Friday of each week.

**\*Map of Ogden Avenue Attached**

## **ATTACHMENT C**

### **Landscape Maintenance – Depot District**

The City of Berwyn is seeking proposals for landscape maintenance for the Depot District as indicated on the map below. The Maintenance Contract begins April 28<sup>th</sup> through November 19<sup>th</sup>, 2010.

#### **Scope of Work**

- Weekly grass cutting, string trimming and edging from April 28<sup>th</sup> through July 2<sup>nd</sup>, bi-weekly from July 3<sup>rd</sup> through September 12<sup>th</sup>, then weekly from September 13<sup>th</sup> through November 19<sup>th</sup>, 2010. As a part of each grass cutting event, all yard waste is to be picked up and properly disposed of by the contractor. (All debris must be picked up prior to grass cutting).
- Trimming and bi-weekly weeding of trees, shrubs and bushes planted in planter boxes.
- Removal of waste and debris from all planters and planter boxes.
- Fertilizing, weed control and watering of grass and plants to ensure healthy growth.
- Removal of weeds and monthly application of vegetation killer in all paver bricks and concrete walkway areas as indicated in the map below.
- Emptying all public trash receptacles on Monday and Friday of each week.

**\*Map of Depot District Attached**

**PROPOSAL PRICES**

**CERMAK ROAD** \_\_\_\_\_

**OGDEN AVENUE** \_\_\_\_\_

**DEPOT DISTRICT** \_\_\_\_\_

**TOTAL PRICE** \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Contact: \_\_\_\_\_

Company Address: \_\_\_\_\_

Company Contact: \_\_\_\_\_

Title of Contact: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Date: \_\_\_\_\_

**CITY OF BERWYN**

Approved by City Council \_\_\_\_\_ day of April, 2010 \_\_\_\_\_

Authorized by: \_\_\_\_\_  
Robert J. Lovero, Mayor

Date: \_\_\_\_\_