The City of Berwyn

Robert P. Schiller
Director of Public Works

A Century of Progress with Pride

March 24, 2015

Landscape Maintenance – Ogden Avenue

The City of Berwyn is seeking Bids for Landscaping Maintenance for Ogden Avenue (both sides and approximately 100 feet (to the far side of each service alley)) north and south of Ogden Avenue on all cross streets from Harlem Avenue to Lombard Avenue. The Maintenance Contract begins April 20th and continues through November 13th, 2015. The City reserves the right to award different corridors to different contractors if deemed in the best interest of the City.

Scope of Work

- Weekly grass cutting, string trimming and edging from April 20th through July 10th, bi-weekly from July 20th through August 21st, then weekly from August 24th through November 13th, 2015. 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 city owned brick and concrete walkway areas.
- Spraying lawn area's with fertilizer and weed control three times per season (notify Public Works when completed)
- All garbage cans shall be emptied weekly on Tuesdays and Fridays during the duration of the contract.

All supplies necessary for the execution of this contact are incidental to this contract.

Contractor must provide all insurance, license and bond required by the City of Berwyn and State of Illinois. This RFP and related contract shall be subject to the attached Request for Proposal - General Provisions.

Total Cost for Services $ _____to be paid in six equal payments

OPTIONAL ADDITIONAL SERVICES

Supply and spread double shredded hardwood mulch (dyed brown) _____ per yard.

REQUEST FOR PROPOSAL – General Provisions
CITY OF BERWYN, IL
2015

NOTICE TO PROPOSERS: Sealed Proposals will be received by the Office of the City Clerk, until the time and date specified below, for:
Landscape Maintenance: Ogden Avenue, Depot District, Cermak Road, Roosevelt Road

RFP packets are available at City Clerk's Office, City Hall, 6700 W. 26th Street, Berwyn, IL 60402.

ADDRESS PROPOSALS TO: Attention of the City Clerk's Office, City Hall, 6700 W. 26th Street, Berwyn IL 60402, on or before the Proposal due local time and date specified below. Proposals shall be sealed and clearly marked on the front, **"Proposal for Landscape Maintenance [Ogden Ave, Depot District, Cermak Road, and/or Roosevelt Road]."** Faxed proposals will not be accepted.

PROPOSALS ARE DUE NO LATER THAN: 9:30 a.m., on April 8th, 2015. Proposers shall submit four (4) copies of their proposal.

QUESTIONS: All questions and clarifications regarding this Request for Proposal must be submitted no later than 9:30 a.m. in accordance with the timeline, by e-mailing or calling the following City Representative:

Robert Schiller
Public Works Director
City of Berwyn
(708) 749-6510

TIMELINE:

Issuance of RFP	March 25, 2015
Questions Due	April 1, 2015
Proposals Due	April 8, 2015
Open Bids	April 8, 2015
Award Contract	April 14, 2015
Maintenance Begins	April 20, 2015
Maintenance Ends	November 13, 2015

INDEX:

Section I Request for Proposals
Section II Specific Conditions and Instructions to this Proposal
Section III General Conditions and Instructions to Proposers
Section IV Company References
Section V Company Information & Signature Sheet

SECTION II
SEPCIFIC CONDITION AND INSTRUCTIONS TO THIS PROPOSAL

A. **SCOPE:**

[See attached cover sheet]

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 or call the City's representative no later than as prescribed by the aforementioned timeline.
2. Bidders are expected to fully inform themselves as to the conditions, requirements and specifications before submitting a proposal. The submission of a proposal by a contractor implies the contractor's acceptance of the terms and conditions herein.
3. The Bidder is responsible for all cost related to the preparation of this proposal.
4. Any cost associated with the delivery or equipment not specifically set forth in this Request for Proposal will be the responsibility of the contractor, and is understood as to be included in the fees and charges.
5. The format of the Bidder's proposal must be consistent with the format described herein.
6. Proposed pricing and/of percentage discount shall be firm from the beginning date of the signed purchase order; this is a turn-key project in which the awarded amount is understood to cover the scope of work.
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. The City is in no way restricted from ordering services from other contractors as needed.
9. This proposal must be summarized in letter form on the contractor's letterhead. The letter must be signed by an officer of the contractor or a designated agent empowered to bind the firm in the contract offer. Acceptance to the terms must be noted in the letter.
10. The proposal may include a proposed alternate for the contract. The City will consider alternates that will achieve higher levels of practicality, intensity, effect or cost savings.
11. At least three (3) references from companies or agencies that have utilized your services for a similar scope of work. The company's name and address, a contact name, title and phone number or email, must be included with the reference information (Section IV).
12. A completed and signed Company Information & Signature Sheet (Section V); delivery information must also be completed in this section.

NOTE: Proposers are required to submit the required information listed above. The City reserves the right reject any and all proposals without cause.

C. <u>GENERAL REQUIREMENTS</u>:

1. Professional workmanship shall meet or exceed existing industry standards.
2. Unless otherwise specified, the contractor shall unconditionally guarantee the materials and workmanship. If any defects or signs of deterioration are noted which, in the City's opinion, are due to faulty workmanship or material, the contractor, upon notification and at their expense, shall replace the within seven (7) business days to the complete satisfaction of the City. The replacement of the material shall be made only at such time as shall be designated by the City as least detrimental to the operation of City business.
   Regardless of any statement to the contrary, the contractor agrees that implied warranty of merchantability and fitness for a specific purpose is not disclaimed.
3. Proposers shall guarantee delivery in accordance with the delivery requirements referenced herein.
4. Failure of the contractor to provide commodities within the time specified, unless extended in writing by the City, or failure to replace rejected commodities when so directed by the City shall constitute delivery failure. When such failure occurs the City reserves the right to cancel, adjust the contract or seek damages; whichever is in the best interest of the City. In any event, the City may purchase in the open market commodities of comparable worth to replace the articles rejected or not delivered. On all such purchases the contractor shall reimburse the City within reasonable time specified by the City for any expense incurred is not cancelled, such purchases shall be deducted from the contract quantities. The City reserves the right to accept commodities delivered which do not meet specifications, or are substandard in quality, subject to an adjustment in price to be determined by the City.
5. The contractor shall be responsible for any commodities covered by this contract until delivery and installation is completed at the designated point. In addition, the contractor shall bear all risk for rejected commodities after notice of rejection. Rejected commodities shall be replaced by and at the expense of the contractor after written notification of rejection.

   Upon contractor's failure to replace commodities within seven (7) working days after the date of notification, the City may return the rejected commodities to the contractor at the contractor's risk and expense, or the City may dispose of them as its own property.
6. 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 if such commodities are not in accordance with the specification. All commodities delivered to the City shall be accepted subject to inspection and physical count.

7. Bidders should register with the City representative to stay up-to-date on all amendments to the RFP.

D. **CONTRACT AWARD**:

1. The Contractor's proposal must be complete to be considered for award.
2. The City reserves the right to qualify, accept or reject any or all contractors and accept any proposal deemed to be in the best interest of the City. 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. The City of Berwyn reserves the right to accept or reject any exception taken by the contractor to the terms and conditions of the request for proposals.
3. The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the Bidder. Similarly, the City is not responsible for, and will not open, any Proposals responses which are received later than the date and time stated below.
4. Consideration may be given to, but not limited to, delivery time, the proposed material, warranty/product, reliability & functionality/product availability, references, delivery time, local bidders, and special pricing & volume discounts.
5. Award, if made, shall be in the form of a Purchase Order.
6. All prescriptions of this RFP shall be understood as a form of signed contract.

E. **EVALUATION PROCESS**:

Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting the City's requirements and terms and conditions, pricing, and overall responsiveness to the Request for Proposal. The City may conduct discussions with any Bidder that submits an acceptable or potentially acceptable proposal. Bidders shall be afforded fair treatment with respect to any opportunity for discussion and revision of proposals. The City's representative reserves the right to request the Bidder to provide additional information during this process.

SECTION III
GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS

The general rules and conditions which follow apply to all proposals issued by the City, 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. Conversely, this REQUEST FOR PROPOSAL is NOT a Proposal and is not governed by State or Federal bidding requirements.

Moreover, any acceptance of a proposal shall NOT result in a binding contract between the City 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.

"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, 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. The signed document shall constitute acceptance of the bidder to terms and conditions set forth herein but shall not bind the City until a purchase order is made.
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 26th Street
Berwyn, IL 60402

3. **PROPOSAL DEADLINE**. Proposer shall be responsible for taking whatever legal 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 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 date specified on the Request for Proposal need not be opened and will not be considered for award by the City.

   A written request for withdrawal of a proposal or any part thereof may be granted, provided the request is received in writing by the City prior to the specified proposal date.
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(s), at the City'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 may be grounds for rejection. 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.
6. **COLLUSIVE PROPOSING**. The City of Berwyn believes it is important to keep a fair and balanced marketplace, therefore 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. Prior compensated consulting shall not preclude a firm from bidding.

B. **INSURANCE**

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

a. Certificate of Insurance; Cancellation of Modification

(1). Before commencing work, the Proposer shall submit to the City for approval a Certificate of Insurance meeting the requirements specified herein, to be in effect for the full contract period.

(2). The Proposer shall notify the City in writing at least thirty (30) calendar days prior to any change or cancellation of said policy of 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 contact, 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:

Informal Project specs: Class I (under $1M)

Type of Coverage	Each Occurrence	Aggregate
a. Comprehensive General Liability		
(1) Bodily Injury & Property Damage	$500,000	$1,000,000
b. Automobile Liability	Combined Single Limit	
(1) Bodily Injury & Property Damage	$500,000	

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

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

WHEN ADDITIONALLY REQUIRED:

Errors & Omissions	$500,000
Fidelity Bond (minimum)	$ 50,000

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 rising 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 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.

e. **Additional Insurance Requirements**
Owner's Insurance shall include coverage for loses or damage caused by the negligent act or omissions of Contractor or Subcontractors, or for damage to material or equipment while under the control of or stored by Contractor or Subcontractor prior to installation or prior to inclusion of such material or equipment in construction. Contractor shall maintain appropriate insurance for such risks or occurrences and name the City of Berwyn as an additional insured.

Contractor shall be responsible for the owner's deductible on the owner's builder's risk.

C. **SPECIFICATIONS**

1. **FORMAL SPECIFICATIONS**. The proposer shall propose by and comply with the true intent of the specifications (i.e., not take advantage of any unintentional error or omission). Whenever mention herein is made 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 are encouraged for proper bidding.
2. **PROPOSED ALTERNATE**. When an item is identified in the Proposal document by a manufacture's name or catalog number, it is understood that the Bidder proposes to furnish the commodity and/or service so identified by the City unless the Bidder specifically proposes an alternate. In Bidding on a proposed alternate, the Bidder shall clearly state on his/her Proposal exactly what he/she proposes to furnish, and forward with his/her Proposal, 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 charges in other materials, equipment, or other work which would be required by incorporation of the proposed alternate. The burden of proof on the merit of the proposed alternate material in upon the proposer. The City'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 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. Any addenda shall be issued by the City within a reasonable time prior to the proposal date.

D. **SELECTION OF FIRM**

1. **REJECTION OF PROPOSALS**. The City reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and to request resubmission. The city also reserves the right to reject a similar nature, or proposal from a proposer who, investigation shows, is not in a position to satisfactorily and timely perform the contract.
2. **SELECTION** The City 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 that is fair and reasonable. The City may conduct discussions with any proposer who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by the City 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 limited to:
   - Ability to provide the type and quality of service that best meets the needs of the City.
   - 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 dept 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.
   - The use of local labor or businesses.

Once the City has reached an agreement with the Proposer, a purchase order will be issued upon award. The purchase order will define the conditions of the contract between the City 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. $200.00, two hundred dollars).

5. **PRESENTATIONS**. When required and based on evaluation of proposals submitted, the City 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.
   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 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. Changes in proposals shall be initialed and dated.

E. **GENERAL CONTRACT PROVISIONS**

1. **CONTRACT AWARD**. Upon City's selection and satisfactory between City 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 binding contract without further action by either party. The contract shall be on forms provided by the City; or if the proposer's contract document is used, the City 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.
2. **INSURANCE.** Current Certificate of Insurance in the amounts specified shall be on file with the City before work can commence.
3. **AVAILABILITY OF FUNDS**. A contract shall be deemed valid only to the extent for appropriations available to each project. The City'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 variables in the terms of a contact shall be valid or binding upon the City 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, 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. The contract life shall be from award to project close out; insurance shall extend until December 31 of the contract year.
   b. Extended upon written authorization of the city and accepted by contractor, for a period negotiated and agreed upon by both parties, when in the best interest of the City.

c. Terminated due to the default, as described below.
d. The City reserves the right to cancel the Contract without reason by giving 30 days notice to Contractor.

8. **DEFAULT.** The Contract may be cancelled or annulled by the City 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 reserves the right, but is not obligated to, extend the cure period or City 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.

9. **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.
Proposer further agrees to:
a. Save the City, its agents and employees harmless from liability of any nature or kind for the use of any copyright or uncopyright 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 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, State of Illinois and the Federal Government including the Prevailing Wage Act.

10. **NON DISCRIMINATION**. Proposer shall not discriminate against any employee or applicant for employment or any member of the public because of race, color, creed, religion, national origin, sex, sexual statement, sexual orientation or otherwise commit an unfair employment practice. Proposer further agrees that this non-discriminatory agreement shall be incorporated by the Proposer in all contracts entered into with suppliers of commodities and/or services, contractors and subcontractors, and all labor organizations furnishing skilled,

unskilled and craft union skilled labor, or who may perform any such labor or services in connection with this contract.

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. City Council meets bi-monthly and therefore adequate time must be given by the contractor for City staff to review, authorize and submit to City Council for approval.

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 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. All reimbursable expenses (meals, travel, etc.) must be accompanied by a copy of the contractor's receipt. Submit invoice in duplicate to:

City of Berwyn
City Administrator's Office
6700 W. 26th Street
Berwyn, IL 60402

3. **WITHHOLDING PAYMENT.** Consideration for withholding payment shall include faulty materials, or workmanship, failure to meet delivery deadlines, and that have been filed, or evidence indicating a possible filing of claims. In all cases, regulations and limitation imposed by the Federal Government shall govern.

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 tax exemption certification to out-of-state taxes imposed on purchases of commodities and/or services which are which are used within another state 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
REFERENCES

The contractor must complete the required reference information listed below. The contractor must provide at least three (3) references from companies or agencies that have purchased the proposed (or similar) services from your 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 reference may be included with the Contractor's proposal.

SECTION V
COMPANY INFORMATION & SIGNATURE SHEET

Contractors must include with their submitted proposal this completed and signed Company Information & Signature Sheet and a price list for the proposed summer flower rotation required for this contract.

The undersigned Bidder, having examined and determined the scope of this Request for Proposal, herby proposes to supply and delivery the proposed commodities as described in the proposal documents at the prices set forth within.

The undersigned Bidder states that this Proposal 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 contractor'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 persona or persons Bidder on the project.

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 herby acknowledges receipt of the following applicable addenda:

Addenda Number	Date
_____	_____
_____	_____