



Request for Proposals

**SEEKING BIDS FOR LAWN MOWING AND MAINTENANCE OF
LANDSCAPE AREAS WITHIN THE 159TH STREET RIGHT-OF-
WAY, FROM WILL-COOK ROAD TO GOUGAR ROAD.**

Proposals are due by 11:00 am on Tuesday, August 5, 2020.

Village of Homer Glen
Lawn Mowing and Landscape Maintenance Bid Package
August 2020

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LEGAL NOTICE

INVITATION TO BID

**SEEKING BIDS FOR LAWN MOWING AND MAINTENANCE OF
LANDSCAPE AREAS WITHIN THE 159TH STREET RIGHT-OF-WAY
FROM WILL-COOK ROAD TO GOUGAR ROAD.**

The Village of Homer Glen is accepting bids for lawn mowing and maintenance of landscape areas within the 159th Street right-of-way, from Will-Cook Road to Gougar Road. Sealed bids will be received at the address listed below until August 5, 2020 at 11:00 a.m. Bids will be publicly opened and read aloud on August 5, 2020 at 11:00 a.m. at the Homer Glen Village Hall. Bids not physically received by the due date will be returned, unopened to the firm. Emailed or faxed bids will not be accepted.

All bids should be addressed to:

Village of Homer Glen
Re: (vendor name)
Proposal for Lawn Mowing and Landscape Maintenance Within the 159th Street
Right-of-Way, from Will-Cook Road to Gougar Road
Attention: Michael Salamowicz, Development Services Director
14240 W. 151st Street, Homer Glen, IL 60491

Bid packets are available online at www.homerglenil.org.

Each bid must be accompanied by a Bid Guarantee in the form of a Bid Bond from a company with an A-1 best rating, or a cashier's check in the amount of ten percent (10%) of the total amount of the proposal and made payable to the Village of Homer Glen, 14240 W. 151st Street, Homer Glen, IL 60491. No bid shall be withdrawn for a period of forty-five (45) days after the bid opening date without the consent of the Village. Checks or drafts of unsuccessful bidders will be returned as soon as possible after opening and checking the bids.

Successful bidder must provide proper insurance acceptable to the Village. Each contractor is to submit their bid as indicated in the Specifications and include all signed supporting documents.

Award of Contract: The Village reserves the right to reject any or all bids and to waive any informality in bidding. The Village of Homer Glen Board of Trustees will make the final award of the proposal. The successful bidder and the Village will execute a contract mutually agreeable to both parties within 14 days from the award of the contract. The terms of the contract shall run through the remainder of 2020, and shall include the calendar years of 2021 and 2022.

INTRODUCTION

Lawn Mowing & Landscape Maintenance of landscape areas within the 159th Street right-of-way, from Will-Cook Road to Gougar Road.

Purpose of Request: The Village of Homer Glen is requesting bids for lawn mowing and landscape maintenance within the 159th Street right-of-way, from Will Cook Road to Gougar Road.

Project Description: The intent of the lawn mowing and landscape maintenance contract is to maintain all landscape areas within the 159th Street right-of-way, from Will-Cook Road to Gougar Road, providing a neat appearance. The primary goals of this project include:

- Provide lawn mowing services for all identified landscape areas within the 159th Street right-of-way, from Will-Cook Road to Gougar Road.
- Perform landscape maintenance for all identified landscape areas within the 159th Street right-of-way, from Will-Cook Road to Gougar Road.
- Install mulch in all landscape areas within the 159th Street right-of-way, from Will-Cook Road to Gougar Road.
- Install a 3-step herbicide program in all landscape areas within the 159th Street right-of-way, from Will-Cook Road to Gougar Road.

PROJECT SPECIFICATIONS

Detailed Specifications: This project will include the mowing and maintenance of the 159th Street right-of-way, from Will-Cook Road to Gougar Road, installation of mulch in all planting beds and around all trees, and installation of a 3-step herbicide program for weed control and fertilization. The Contractor will be responsible to provide the necessary supervision, labor, materials and equipment to safely provide lawn mowing and landscape maintenance services, within the 159th Street right-of-way, to the Village of Homer Glen, at the frequency and locations identified in these specifications. This includes the inspection of the areas to be maintained in advance of mowing operations, and the collection and removal of debris. All specification of the Lawn Mowing and Landscape Maintenance shall be completed in an attractive, professional, and workmanlike manner.

Scope of Work: Contractor shall perform the maintenance, furnish all labor, equipment, and supplies for the scope of work described below for the specified properties (see attached maps).

At the beginning of each season, and before each cutting, all debris will be collected, removed, and disposed of from all turf areas prior to mowing by the contractor. Mowing of lawn will be performed and completed at according to the **Schedule of Prices** contained within this document.

Mowing: Mowing will follow the 159th Street right-of-way, from Will-Cook Road (west half) to Gougar Road (east half), and will include the following areas:

1. All landscaped medians
2. All areas between the back of curb and the front of the asphalt trails (north side) and concrete sidewalks (south side)
3. A three (3) foot strip behind the asphalt trails and concrete sidewalks.
4. All curb lines or edge of pavement identified in red, on the attached **Mowing Limits Exhibit**, shall be mowed six (6) feet back from the back of curb or edge of pavement, to the limit(s) identified in the exhibit.

RIGHT-OF-WAY (ROW) CUTTING - All ROW areas shall be mowed weekly, beginning on or about April 15 to June 30, then bi-weekly for the period between July 1, to September 15, then weekly for the period between September 15 to the last cut on or about November 15. Areas to be mowed will be maintained at a height of four-inches (4") throughout the growing season, unless otherwise directed by a Village representative.

Grass next to light poles, trees, any permanent objects etc., shall be mechanically trimmed to the same height as specified above at the time of each mowing. All debris and litter shall be removed prior to cutting. All grass clippings and debris, shall be removed from the sidewalks, parking lots, and streets etc. at the time cutting takes place.

Lawn mower blades shall be clean and kept sharp and well-adjusted to provide a clean cut. Cutting grass too closely (scalping) shall be avoided. Mowing patterns shall be changed regularly to avoid rutting. Mowing shall be done optimally when the grass is dry, however, mowing wet turf is acceptable. Bagging is not required, and grass clippings may be left on the grass providing no readily visible clumps remain on the grass surface after mowing. A second mow may be required to recycle the clippings at no cost to the Village if they become unsightly. If clippings are excessive or diseased, they shall be removed after mowing to enhance overall turf appearance and to prevent matting, clumping and thatch buildup. In the case of fungal disease outbreaks, clippings will be collected and disposed off-site until the disease is controlled. Clippings disposal off-site will be at the expense of the Contractor.

Landscape Maintenance: Landscape maintenance will include the following services: power edging, weeding, sweeping or blowing sidewalks free from grass clippings, and the collection and removal of debris from all mowing locations.

- a) Landscape beds shall be kept free of weeds for the duration of this contract. Any weeds found within the bed shall be removed. Poison ivy shall be sprayed and removed.
- b) Gravel areas behind the back of curb or edge of pavement, including those areas containing guard rails, shall be kept free of grass or weeds for the duration of this contract.
- c) All plants in the landscape beds shall be pruned in accordance with ANSIZ133.1

- standards. Pruning shall be completed in the spring, fall, and late fall for winterization. Prune all other shrubs after dormancy to rejuvenate old canes and stems. Approximately one quarter ($\frac{1}{4}$) of the stems shall be trimmed to two to three inches (2"-3") above the ground. Remove the largest and oldest stems first.
- d) Remove dead plant material. Notify the Village of Homer Glen of the date, type of plant, and location of removal within five (5) working days of removal.
 - e) Remove all trash from beds.
 - f) Rake leaves from all landscaped areas bi-weekly and remove leaves from the site beginning the last week in September, as needed.
 - g) Using an edger, edge all lawn areas, plant beds, tree rings, and where lawn abuts any hard surfaces such as concrete, asphalt, pavers, cobble edges and gravel paths. Lawn edging cannot be done with a string trimmer. Estimate three (3) occurrences per year.
 - h) Monitor plants for disease and pest activity. Report any problems to the Village.
 - i) Deadhead perennial flowers to promote more flowering. Pinch back perennial flowers to promote more dense flowering. Cut back perennials to promote new growth from the base of the plants. Deadhead roses to promote new blossoms.

The final appearance after mowing and maintenance shall present a neat appearance.

Mulching: Mulching at all locations in this contract will be completed annually to a depth of 2 to 3 inches in these areas. The mulching schedule will be done at an agreed upon time. The mulch material used for this operation shall be brown, shredded hardwood dyed mulch. Mulch shall be applied to all perennial, shrub and tree beds. Turning the mulch should be done at least once during the season to rejuvenate the area and freshen the appearance. Turning schedule shall be at the direction of the Village's Facilities Manager or his designee. See the attached **159th Street Landscape Plan** for all trees, shrubs and other plants, as well as any mulched planting areas or planting beds.

Seeding: From time to time, it may become necessary to reseed or over-seed certain areas of the landscaped medians or right-of-way. Seeding will be considered extra work and will be performed at the direction of the Village, with a Village approved seed mix, based on a per square yard unit price, provided by the firm on page 18 of the RFP.

3-Step Herbicide program: Contractor will provide a 3-step herbicide system to control weeds and fertilize. Weed killer along with weed and feed shall be applied 3 times per year at all locations. Notification of these applications shall be provided to the Facilities manager or his designee 72 hours in advance of the application operation. All chemical applications shall be performed by licensed individuals. Fertilizer formulation shall be as follows: Spring= 15-0-3 with crabgrass control, Late Spring/ early summer =15-0-3 with broadleaf and grub control, and Fall = 24-0-12. **The 3-Step Herbicide program shall be bid as an alternate item.**

Hours of Operation: The Contractor shall accomplish all lawn maintenance required under the contract during the hours allowed by the Village code which are: Work days: 7:00 a.m. to 7:00 p.m. Saturdays: 7:00 a.m. to 7:00 p.m. Sundays and legal holidays: 8:30

a.m. to 5:00 p.m. The Facilities Manager may grant permission to perform contract maintenance at other hours. All work shall be completed in a continuous manner, whereby the mowing, edging, trimming, etc., be completed before leaving the job site.

Frequency and Scheduling: Weather permitting the contractor should try to schedule the lawn mowing and landscape maintenance on the same day each week. Contractor must notify the Facilities Manager or his designee of their work schedule, to allow for inspection of maintenance work as needed. Frequency of mowing may increase or decrease in dry or wet periods by direction of the Facilities Manager or his designee. During the dry period, it may become necessary to skip bi-weekly mowing and/or landscape maintenance in specific areas. It is the responsibility of the Contractor to contact the Facilities Manager or his designee no later than the Thursday prior to the mowing week to get approval to continue to work. If the Contractor deviates from the established mowing schedule the Contractor is required to contact the Village of Homer Glen 24 hours before each day's work begins. Contractor will be notified of special events throughout the year and adjustments may need to be made to accommodate the schedule.

Mowing cycles shall commence on or about April 15 of each year, budget permitting, and continue through November 15, subject to conditions. The estimated number of occurrences is between twenty (20) and thirty (30) per year. The Contractor shall inspect sites on a weekly basis

Public Safety: All equipment, safety devices and machinery shall be maintained in accordance with existing Illinois State Law (including OSHA) and all technicians should be trained and certified according to their job description.

- a) The importance of following correct safety procedures is emphasized. The Village reserves the right to disallow payment for any work performed where the proper safety precautions are not followed.
- b) The safety of the public and the convenience of traffic shall be regarded as prime importance. Unless otherwise provided herein, all portions of streets shall be kept open to traffic.
- c) The Contractor shall take all reasonable precautions for the safety and reasonable protection to all of their employees and other persons and property to prevent damage, injury or loss to same.
- d) Only EPA approved chemicals will be permitted near waterways throughout the Village.

Protection of Property: All reasonable precautions shall be taken with mowing equipment to avoid obstructions such as trees, shrubs, utility boxes, signage, irrigation systems, buildings, etc., and the Contractor shall be responsible for damage caused by its operations. Additionally, care will be taken to protect public and private property such as pavements, sidewalks, lawns, fences, bushes, trees, shrubs, buildings and other property from undue damage. If the Facilities Manager determines that the Contractor has unnecessarily damaged or destroyed property, the Contractor will be notified in

writing of the specific nature of the damage and the cost of repair. Damage shall be repaired or replaced to the satisfaction of the Village at the Contractor's expense. The Village will, at its option, reduce payment by the amount of the repairs to the Contractor.

Accident Reporting: All accidents occurring on the job which damage public or private property, result in injuries to workers or other persons, or damage to utilities shall be promptly reported to the Will County Sheriff's Department and to the Facilities Manager.

The specifications contained herein describe the minimum requirements of the Village and any omission shall not relieve the Bidder of furnishing quality service in a timely manner.

Equipment and Vehicles: The equipment, vehicles and trailers used by the contractor shall be in good repair and made available to inspection by the Village upon request. All equipment should have the necessary safety features to complete the mowing. Individuals performing the work shall have adequate training and personal protection equipment to safely complete work outlined in the scope above. All vehicles shall be clearly labeled with the contractor's name and phone number.

Locations: All lawn mowing, maintenance, ROW mowing, mulching and 3-step herbicide locations have been outlined on the attached bid sheet. The maps attached in Exhibit A further clarify the locations of the proposed work.

Water Usage: The contractor shall notify the Village in advance, for the use of any water, obtain a water meter from Illinois American Water Company, and meter all water usage during the performance of work under this contract.

Additions and Deletions: The Village reserves the right to add or delete new locations to the contract with 10 days-notice to the Contractor. Contract additions will be priced according to similar size areas already in the Contract.

Section V: Deliverables: The Village will only accept proposals in bound hard copy format and does not accept proposals submitted via fax, email, or other electronic means. Proposals are to be submitted in a sealed Package to:

Village of Homer Glen
Re: (vendor name)
Proposal for Lawn Mowing and Landscape Maintenance Within the 159th Street
Right-of-Way, from Will-Cook Road to Gougar Road
Attention: Michael Salamowicz, Development Services Director
14240 W. 151st Street, Homer Glen, IL 60491
(708) 301-0632
msalamowicz@homerglenil.org

Each bid must be accompanied by a Bid Guarantee in the form of a Bid Bond from a company with an A-1 best rating, or a cashier's check in the amount of ten percent (10%) of the total amount of the proposal and made payable to the Village of Homer Glen, 14240

W. 151st Street, Homer Glen, IL 60491. No bid shall be withdrawn for a period of forty-five (45) days after the bid opening date without the consent of the Village. Checks or drafts of unsuccessful bidders will be returned as soon as possible after opening and checking the bids.

Successful bidder must provide proper insurance acceptable to the Village. Each contractor is to submit their bid as indicated in the Specifications and include all signed supporting documents.

Award of Contract: The Village reserves the right to reject any or all bids and to waive any informality in bidding. The Village of Homer Glen Board of Trustees will make the final award of the proposal. The successful bidder and the Village will execute a contract mutually agreeable to both parties within 14 days from the award of contract.

Package must include:

- One (1) Original Proposal, identified as “Original”
- Three (3) Copies of Proposal
- One Copy of Proposal on a USB Flash Drive – Include both original and public viewing versions, if applicable.

INSTRUCTIONS TO BIDDERS

1. **Receipt of Bid:** **August 5, 2020 @ 11:00 A.M.** at Homer Glen Village Hall, 14240 W. 151st Street, Homer Glen, IL 60491
2. **Basis of Bid:** Sealed bids will be received until the above noted time and date.
3. **Bid Description:** Lawn Mowing and Landscape maintenance of specified areas
4. **Preparation and Submission of Bids:**
 - a) Each bid shall be submitted on the exact form furnished. All blank spaces for bid prices, unit costs and alternates must be filled in using both words and figures if indicated. In case of any discrepancy in the amount bid, the prices expressed in written words shall govern.
 - b) Each bidder must complete, execute and submit with its bid a certification that Bidder is not barred from public contracting due to bid-rigging or bid rotating convictions on the form included with the bidding documents.

A. Each bidder must submit a complete bid package, including the following items:

 - a) Bid Certifications
 - b) Bid Sheet
 - c) Bid Sheet Signature
 - d) Contractor’s Bid Agreement
 - e) References
 - f) Subcontractors List.
 - g) Equipment List

- h) Bid Bond in the amount of 10% of the total of project.
 - i) Three (3) sets of all contract pages that require an original signature
 - j) W-9 Form
-
- c) One (1) paper copy of the bid and one electronic version of the bid on a flash drive in a *.pdf (Adobe's Portable Document Format) file shall be submitted in a sealed envelope on or before the time stated and shall bear the name of the individual, firm, or corporation submitting the Bid and the Bid Name - "Lawn Mowing and Landscape Maintenance within the 159th Street Right-of-Way".
 - d) Bidders may attach separate sheets to the bid for the purpose of explanation, exception, alternate bid and to cover unit prices, if needed.
 - e) Bidders may withdraw their bid either personally or by written request at any time before the hour set for the bid opening, and may resubmit it. No bid may be withdrawn or modified after the bid opening except where the award of contract has been delayed for a period of more than ninety (90) days.
 - f) In submitting this bid, the bidder further declares that the only person or party interested in the proposal as principals are those named herein; and that the bid is made without collusion with any other person, firm or corporation.
 - g) The bidder further declares that he has carefully examined this entire Bid Package, and he has familiarized himself with all of the local conditions affecting the contract and the detailed requirements of this work and understands that in making the bid he waives all rights to plead a misunderstanding regarding same.
 - h) The bidder further understands and agrees that if his bid is accepted, he is to furnish and provide all necessary machinery, tools, apparatus, and other means to do all of the work and to furnish all of the materials specified in the contract, except such materials as are to be furnished by the owner (Village), in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.
 - i) The bidder further agrees that if the Village decides to extend or shorten the work, or otherwise alters it by extras or deductions, including elimination of one or more of the items, as provided in these specifications, he will perform the work as altered, increased or decreased.
 - j) The bidder further agrees that the Village representative may at any time during the progress of the work covered by this Contract, order other work or materials incidental thereto and that all such work and materials as do not appear in the bid or contract as a specific item covered by a lump sum price, and which are not included under the bid price for other items in the Contract, shall be performed as extra work.
 - k) The bidder further agrees to execute all documents within this Bid Package, for this work and present all of these documents to the Village.
 - l) The bidder further agrees to execute all documents within this Bid Package, obtain a Certificate of Insurance for this work and present all of these documents within fifteen (15) days after the receipt of the Notice of Award and the Contract.
 - m) The bidder further agrees to begin work not later than ten (10) days after receipt of the Notice to Proceed, unless otherwise provided, and to execute the work in such a manner and with sufficient materials, equipment and labor as will insure

its completion within the time limit specified within the bid, it being understood and agreed that the completion within the time limit is an essential part of the contract.

- n) By submitting a bid, the bidder understands and agrees that, if his bid is accepted, and he fails to enter into a contract forthwith, he shall be liable to the Village for any damages the Village may thereby suffer.
- o) No bid will be considered unless the party offering it shall furnish evidence satisfactory to the Village that he has necessary facilities, ability and pecuniary resources to fulfill the conditions of the Contract.
- p) No bid shall be considered unless the party offering it shall furnish evidence satisfactory **to the Village that he has the necessary facilities, ability, and pecuniary resources to** fulfill the conditions of the Contract.

5. **Additional Information Request:** Any questions regarding this RFP can be emailed to the Development Services Director at msalamowicz@homerglenil.org. Answers to submitted written questions and any further clarification will be provided on the Village's website to all potential Bidders by July 31, 2020 at 4:00 pm. No oral comments will be made to any Bidder as to the meaning of the RFP and Specifications or other contract documents. Bidders will not be relieved of obligations due to failure to examine or receive documents, visit the site or become familiar with conditions or facts of which the Bidder should have been aware of and the Village will reject all claims related thereto.

Information (other than in the form of a written Addendum issued by the Village) from any officer, agent, or employee of the Village or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him from fulfilling any of the conditions and obligations set forth in the proposal and other contract documents. Before the proposals are opened, all modification or additions to the proposal documents will be made in the form of a written Addendum issued by the Village. Any Addendum issued will be posted on the Village's website. In the event of conflict with the original contract documents, addenda shall govern all other contract documents to the extent specified.

Subsequent addenda shall govern over prior addenda only to the extent specified.

The Bidder shall be required to acknowledge receipt of the formal Addendum by signing the Addendum and including it with the proposal quotation. Failure of a Bidder to include a signed formal Addendum in its proposal quotation shall deem its quotation non-responsive: provided, however that the Village may waive this requirement if it in its best interest.

6. **Conditions:**
- a) The Village is exempt from Federal excise tax and the Illinois Retailer's Occupation Tax. This bid cannot include any amounts of money for these taxes.
 - b) To be valid, the bids shall be itemized so that selection for purchase may be made, there being included in the price of each unit the cost of delivery (FOB

Destination).

- c) The Village shall reserve the right to add or to deduct from the base bid and/or alternate bid any item at the prices indicated in itemization of the bid.
- d) All bids shall be good for ninety (90) days from the date of the bid opening.

7. **Award of Bid:** The Village of Homer Glen reserves the right to reject any or all bids and to waive any informality or technical error and to accept any bid deemed most favorable to the interests of the Village of Homer Glen.

- a) The items of work not specifically mentioned in the Schedule which are necessary and required to complete the work intended shall be done incidental to and as part of the items of work for which a unit price is given. No additional payment will be made for such incidental work. The Bidder shall be responsible for identifying all costs to complete the project on time and in order to create a functional and operational system in accordance with the Plans and Specifications.
- b) All awards made in accordance with this Code are final determinations.
- c) In addition to price, the Village will consider:
 - Ability, capacity and skill to fulfill the contract as specified.
 - Experience of staff that is knowledgeable in all aspects of Horticulture and Turf management including weed, insect and disease control, proficiency in plant identification and cultural practices.
 - Ability to supply the commodities, provide the services or complete the construction promptly, or within the time specified, without delay or interference.
 - Character, integrity, reputation, judgment, experience and efficiency.
 - Quality of performance on previous contracts.
 - Previous and existing compliance with laws and ordinances relating to the contract.
 - Sufficiency of financial resources.
 - Quality, availability and adaptability of the commodities, services or construction, in relation to the Village's requirements.
 - Ability to provide future maintenance and service under the contract.
 - Number and scope of conditions attached to the bid/proposal.
 - Record of payments for taxes, licenses or other monies due the Village.

8. **Rejection of Bids:**

- a. The Village reserves the right to cancel invitations for bids or requests for proposals without penalty when it is in the best interest of the Village. Notice of cancellation shall be sent to all individuals or entities solicited.
- b. The Village reserves the right to reject any or all bids, to waive any minor informality or irregularity in any bid, to negotiate changes and/or modifications with the lowest responsible bidder and to make award to the response deemed to be the most advantageous to the Village. Bidders shall be required to comply with all applicable federal, state and local laws, including those relating to employment of labor without discrimination on the basis of age, race, color handicap, sex, national origin or religious creed.

- c. Any bid not conforming to the specifications or requirements set forth by the Village in the bid request may be rejected.
 - d. Bids may also be rejected if they are made by a bidder that is deemed un-responsible due to a lack of qualifications, capacity, skill, character, experience, reliability, financial stability or quality of services, supplies, materials, equipment or labor.
9. **Equal Opportunity:** The Bidder will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, age or handicap unrelated to bona fide occupational qualifications.
10. **Non-Discrimination:** The Bidder, its employees and subcontractors, agrees not to commit unlawful discrimination and agrees to comply with applicable provisions of the Illinois Human Rights Act, the U.S. Civil Rights Act and Section 504 of the Federal Rehabilitation Act, and rules applicable to each.
11. **Copies of Documents:** The number of copies of Contract and Bond required to be executed is as follows:
- Three (3) original copies of the Contract documents will be required to be executed.
12. **Execution of Documents:** The Bidder, in signing his Bid on the whole or on any portion of the work, shall conform to the following requirements:
- Bids signed by an individual other than the individual represented in the Bid documents shall have attached thereto a power of attorney evidencing authority to sign the Bid in the name of the person for whom it is signed.
- Bids which are signed for a partnership shall be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there shall be attached to the Bid a power of attorney evidencing authority to sign the bid, executed by the partners.
- Bids which are signed for a corporation shall have the correct corporate name thereof and the signature of the President or other authorized officer of the corporation manually written below the corporate name.
- If such Bid is manually signed by an official other than the President of the Corporation, a certified copy of a resolution of the board of directors evidencing the authority of such official to sign the Bid should be attached to it. Such Bid shall also bear the attesting signature of the Secretary of the corporation and the impression of the corporate seal.
- The Contract shall be deemed as have been awarded when formal notice of award shall have been duly served upon the intended awardee.

13. **Independent Contractor:** There is no employee/employer relationship between the Contractor and the Village. Contractor is an independent contractor and not the Village's employee for all purposes, including, but not limited to, the application of the Fair Labors Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the Worker's Compensation Act (820 ILCS 305/1, et seq.). The Village will not (i) provide any form of insurance coverage, including but not limited to health, worker's compensation, professional liability insurance, or other employee benefits, or (ii) deduct any taxes or related items from the monies paid to Contractor. The performance of the services described herein shall not be construed as creating any joint employment relationship between the Contractor and the Village, and the Village is not and will not be liable for any obligations incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums, nor does there exist an agency relationship or partnership between the Village and the Contractor.
14. **Approval and Use of Subcontractors:** The Contractor shall perform the Services with its own personnel and under the management, supervision, and control of its own organization unless otherwise approved by the Village in writing. All subcontractors and subcontracts used by the Contractor shall be included on the Subcontractor's form in the Bid proposal and be acceptable to, and approved in advance by the Village. The Village's approval of any subcontractor or subcontract shall not relieve the Contractor of full responsibility and liability for the provision, performance, and completion of the Work in full compliance with, and as required by or pursuant to, this Contract. If the Contractor chooses to use subcontractors to perform any of the Work, the Work performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Contractor. Every reference in this Contract to "Contractor" shall be deemed to also apply to all subcontractors of the Contractor. Every subcontract entered into by the Contractor to provide the Work or any part thereof shall include a provision binding the subcontractor to all provisions of this Contract.
- If any personnel or subcontractor fail to perform the part of the Work undertaken by it in a manner satisfactory to the Village, the Contractor shall immediately upon notice from the Village remove and replace such personnel or subcontractor. The Village shall have no claim for damages, for compensation in excess of the contract price, or for a delay or extension of the contract time as a result of any such removal or replacement.
15. **Assignment:** Neither the Village nor the Contractor shall assign or transfer any rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Section VII: Additional Terms of Qualification: The following additional terms must be met in the firm's preparation of and the Village's consideration of each submittal.

1. Compliance with Laws:

- a. All services of any qualifying firm shall comply with all Federal and State of Illinois laws, county and municipal codes, ordinances, rules and regulations that in any manner affect the services to be provided or the operations of the firm, including, but not limited to, the Prevailing Wage Act, the Illinois Procurement Code, and all laws governing employment.
 - b. A qualifying firm shall certify that it shall not discriminate against any worker, job applicant, employee, or member of the public, because of race, creed, color, sex, sexual orientation, age, handicap, or national origin, and shall not otherwise commit any unfair employment practice, and that it shall comply with all requirements of the Illinois Human Rights Act, as amended (775 ILCS 5/101, et. seq.), and all rules and regulations of the Illinois Department of Human Rights and the Equal Opportunity Commission.
 - c. A qualifying firm shall further certify that it has not been barred from being awarded a contract or subcontract under the Illinois Procurement Code (30 ILCS 500/1-1, et. seq.); and further certifies that it has not been barred from contracting with a unit of State or local government as a result of any violation of Sections 33E-3 or 33E-4 of the Illinois Criminal Code {720 ILCS 5/33E-3, 33E-4). Furthermore, qualifying firms must submit a completed and signed Non-Collusion Certificate (Appendix B).
 - d. A qualifying firm shall also certify that its workplace complies with the Drug Free Workplace Environment Act {30 ILCS 580/1, et. seq.}, and that it provides a written program for prevention of substance abuse among employees and testing of employees for substance abuse, in accordance with the Substance Abuse Prevention Act (820 ILCS 265/1, et. seq.).
 - e. A qualifying firm shall have the ability to obtain all necessary licenses, permits and approvals, whenever applicable.
 - f. A qualifying firm shall submit a completed and signed Certifications and Assurances form (Appendix A).
2. Insurance and Indemnification:
- a. A qualifying firm shall provide evidence of insurance coverage.
 - b. To the fullest extent permitted by law, the qualifying firm shall, if awarded a contract with the Village, agree to indemnify and hold harmless the Village, its officers, employees, agents and volunteers from and against all claims, damages, losses and expenses, including but not limited to legal fees (attorneys' and paralegals' fees and court costs), arising out of or resulting from the performance of the services to be provided; provided that any such

claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property, and including the loss of use resulting therefrom; and (ii) is caused in whole or in part by any wrongful or negligent act or omission of the firm or anyone directly or indirectly employed by the firm or anyone for whose acts it may be liable, except to the extent it is caused in whole or in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described herein. A qualifying firm shall similarly agree to protect, indemnify and hold and save harmless the Village, its officers, employees, agents and volunteers against and from any and all claims, costs, causes, actions, and expenses, including but not limited to legal fees incurred by reason of such firm's breach of any of its obligations under, or default of, any provision of any contract entered with the Village for such services.

c. Insurance Requirements

1) Commercial General and Umbrella Liability Insurance (CGL):

- A. \$1 million per occurrence
- B. \$2 million aggregate

2) Professional Liability Insurance

- A. \$1 million per occurrence
- B. \$1 million annual aggregate

3) Auto Liability

- A. \$1 million per occurrence Combined Single Limit or
- B. \$1 million bodily injury per occurrence
- C. \$500,000 property damage

All Certificates of Insurance shall include the Village of Homer Glen as additional named insured, as well as the Village's officers, agents, employees and volunteers.

d. Worker's Compensation Insurance: Worker's compensation and employers' liability insurance shall be provided as statutorily required items.

1. A bid bond, or a certified check/bank draft drawn on a solvent bank, payable without condition, to the Village of Homer Glen, in an amount not less than five percent (5%) of the bid shall be submitted with each proposal, as a guaranty that, if the proposal is accepted, a contract will be entered into and the performance of the contract is properly secured. A performance bond in a sum equal to one hundred percent (100%) of the amount of the bid, with sureties to be approved by the Village for the faithful performance of the contract, must be furnished by the successful bidder upon award of the contract. All bids or proposals shall contain an offer to furnish bond upon acceptance of such bid or proposal. The right is

reserved to reject any or all proposals, to waive technicalities or to advertise for new proposals, if in the judgment of the Village, their best interests will be promoted thereby.

2. The Contractor is solely responsible for substantially completing the Work by the scheduled Completion Date. The Contractor acknowledges that the Village of Homer Glen will suffer significant financial loss, and there will be disruption to the Village if the Project is not complete on or before the Completion Date for the work set forth in the proposal. The Contractor further acknowledges that the measure of such loss and the disruption to the Village would not be susceptible to precise calculation. To protect the Village against said loss and disruption to the Village, the Village and the Contractor hereby agree that the Contractor and the Contractor's Surety, if any, shall be liable for and shall pay to the Village, Liquidated Damages of Five Hundred Dollars (\$500) for each calendar day of delay that the Contractor has not achieved Completion.

Payments of Liquidated Damages are in addition to other damages that may be incurred by the Village and not a penalty. All such Liquidated Damages may be set-off against any monies that may be due the Contractor. The Village's approval or making of progress payments or final payment, with or without knowledge that the Work was untimely, shall not constitute or be deemed a waiver of the Village's rights or claims, or of the Village's ability to receive Liquidated Damages under the Contract or common law.

CONTRACT

The Village reserves the right to make an award without further discussion of the proposal submitted or to not make any award. The proposal must be submitted initially on the most favorable terms which the firm can propose. The firm shall enter into a written contract, which shall be submitted to the Corporate Authorities of the Village for approval. Final acceptance of the proposal shall only be complete under Corporate Authorities acceptance of a contract executed by the firm.

The Firm should be prepared to accept a contract resulting from this RFP. It is understood that the proposal will become a part of the official file on this matter, without obligation to the Village.

This RFP does not obligate the Village to contract for services specified herein.

PROPOSAL FORM

Complete, verify and sign the section below that represents the proposal to provide Lawn Mowing & Maintenance services for the Village of Homer Glen, for areas within the 159th Street Right-of-Way. Proposals are due no later than 11:00 am August 5, 2020.

_____ (Name of Firm) proposes to provide
Lawn Mowing & Maintenance Services for the Village of Homer Glen, for areas within the
159th Street Right-of-Way, as outlined herein; for the total not to exceed cost of
\$ _____ 2020 Season
\$ _____ 2021 Season
\$ _____ 2022 Season
\$ _____ Additional mowing, As Needed
\$ _____ Over Seeding / Reseeding, As Needed, Per Sq.Yd.
\$ _____ The 3-Step Herbicide Program (Fall Application Only 2020 Season)
\$ _____ The 3-Step Herbicide Program (2021 Season)
\$ _____ The 3-Step Herbicide Program (2022 Season)

This includes all services, labor, material, equipment, supervision, and any other items considered a billable expense.

Signed:

Printed Name:

Title:

Address:

City/State/Zip:

Phone:

Email:

Dated:

NOTICE

1. This RFP is not a contract or offer of employment.
2. The cost of preparation of proposals shall be the sole obligation of the respondent firm.
3. All submitted proposals, whether accepted or rejected, are the property of the Village of Homer Glen.
4. The firm selected to perform the work must enter into a standard Village of Homer Glen contract, as written by the Village in consultation with the successful firm.

APPENDIX A
CERTIFICATIONS AND ASSURANCES

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s):

1. The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the Village without further negotiation at any time within the 60-day period.
2. In preparing this proposal, I/we have not been assisted by any current or former employee of the Village whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official public capacity. Neither does such a person nor any member of his or her immediate family have any financial interest in the outcome of this proposal. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)
3. I understand that the Village will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals will become the property of the Village, and I/we claim no proprietary right to the ideas, writings, items, or samples.
4. I/we warrant that, in connection with this procurement:
 - a. The price and/or cost data have been arrived at independently, without consultation, communications, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any competition.
 - b. Unless otherwise required by law, the prices and/or cost data which have been submitted have not knowingly been disclosed by him/her prior to opening, in the case of a proposal directly or indirectly to any other competitor
 - c. No attempt has been made or will be made by the consultant to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

Consultant _____

Signature _____

Date _____

Title _____

APPENDIX B
NON-COLLUSION CERTIFICATE

The Undersigned Bidder is not barred from bidding for this Contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Chapter 38 of the Illinois Revised Statutes concerning bid rigging, rotating, kickbacks, bribery and interference with public contracts.

(Printed Name of Contractor)

Address

City

State

Zip Code

Signature of Authorized Representative

Title

Date